

REAL ESTATE REGULATORY AUTHORITY, BIHAR

**Before the Bench of Hon'ble Inquiry Commissioner, Mr. Sanjaya Kumar Singh, RERA,
Bihar**

RERA/CC/13/2025

Suman Kumari

.....Complainant

Vs

M/s Grih Aarambh Developers Pvt. Ltd.

.....Respondent

Project: Grih Aarambh's Sports City

Present: For Complainant: Mr. Pulkit Thakur

For Respondent: None

27/07/2026

ORDER

The matter was last heard on 06.05.2026 when Mr. Pulkit Thakur, learned counsel for the complainant was present. None appeared on behalf of the respondent.

Learned counsel for the complainant submitted that the complainant had booked a 3-BHK flat bearing Flat No.402 on 4th floor having super built up area of 1450 sq.ft. in Tower-C along with one reserved covered car parking space in the proposed project 'Grih Aarambh's Sports City' for a total consideration amount of Rs.10.00 lakh, out of which she had paid Rs.5.00 lakh on 23.05.2018 through cheque which is mentioned at page-9 of the Memorandum of Understanding, and the MOU was executed between the complainant and the respondent on 02.06.2018. He further submitted that as per MOU, the project was to be completed within three and half years with a grace period of six months but the construction work has not even been started till date. Thereafter the complainant visited the office of the respondent and requested for refund of the total paid amount with interest but the respondent failed to refund the money to the complainant. He also submitted that the complainant sent a legal notice to the respondent on 27.08.2024 but the same was returned undelivered. Hence, the complainant has prayed for a direction to the respondent to refund the entire amount of Rs.5.00 lakh to the complainant along with interest as per the provisions of law and also provide compensation to the complainant.

On perusal of the record, it appears that the respondent has never appeared on any of the dates taken up for hearing before this court as well as before the Conciliation Forum. It also appears that the respondent is a habitual defaulter as there are a number of cases pending before this court pertaining to various complaints filed by different allottees. On 06.05.2026 the respondent was given a final opportunity to file a written notes of argument but they have not bothered to file any written notes of argument till date. Hence, the Bench feels that this matter cannot be kept pending for an indefinite period. This Bench therefore deems it appropriate to dispose of this case on the basis of the material available on record.

Perused the entire record of the case including the documents submitted by the complainant. On perusal of the record, it is observed that the complainant had booked a flat and had paid a total amount of Rs.5.00 lakh out of a total consideration amount of Rs.10.00 lakh, which is also evident from page-9 of the Memorandum of Understanding dated 02.06.2018 executed between both the parties. It is also clear that the legal notice sent by the complainant to the respondent on 27.08.2024 has returned undelivered, thereby meaning that the same has been refused by the respondent. Nevertheless, it is clear that the respondent has enjoyed full economic benefit out of the amount paid by the complainant to the respondent company for the entire period from the date of payment till the present day and the complainant is, therefore, entitled for getting refund of the entire amount along with due interest as per the provisions of law.

Thus, in light of the documents placed on record and submissions made therein and also considering the fact that the respondent has enjoyed full economic benefit of the amount paid by the complainant in lieu of the booking of the alleged flat, this Bench hereby directs the respondent company and its directors to refund the total principal amount of Rs.5.00 lakh to the complainant along with interest @ 2% above the Marginal Cost of fund-based Lending Rate (MCLR) of State Bank of India as applicable for three years from the date of booking till the date of refund within sixty days of the date of issue of this order.

As regards the claim for compensation, the complainant is at liberty to press the same before the A.O. (Adjudicating Officer) as per the provisions of the Real Estate (Regulation and Development) Act, 2016.

With these directions and observations, the matter is disposed of.

Sd/-

(Sanjaya Kumar Singh)
Inquiry Commissioner,
RERA, Bihar