

**REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR**  
**Before the Single Bench of Mrs. Nupur Banerjee, Member**

**Case No: RERA/CC/130/2023**

**Jyotirmayee Singh**

**...Complainant**

**Vs.**

**M/s Rukmani Buildtech Pvt. Ltd.**

**...Respondent**

**Project: Chhatrapati Shivaji Greens Apartment, Block-C**

**01/08/2024**

**ORDER**

The matter was last heard on 06.05.2024 and was fixed for orders on 20.06.2024. However, due to pre-occupation of the Bench in other matter, order could not be pronounced on the date fixed. On that date, both the parties were absent.

In short, the case of the complainant is that the complainant had booked a 3-BHK flat bearing Flat No.301, Block-C. in the said project in 2013 and paid Rs.15.00 lakh but till date there is no progress in the said project. He has also sent a letter to the respondent on e-mail for return of the said money of Rs.15.00 lakh but they have not returned the same. Therefore, he has prayed to direct the respondent to handover the possession of the said flat.

The complainant has placed on record the copy of the statement

Perused the record. The respondent has not filed any reply.

On 23.02.2024 learned counsel for the complainant submitted that the complainant has paid Rs.15.00 lakh to the promoter for purchase of the flat but now he wants refund of money with interest. Learned counsel for the respondent submitted that they are willing to refund the money but in instalments. On the said submission, the Authority directed the respondent to pay at least Rs.5.00 lakh to the complainant but the respondent has not complied the said order. In this connection the cancellation letter is still not received.

The Authority ought to have approached only after the promoter fails to respond to any communication regarding refund after cancellation. However, since the matter has already been heard so, in the interest of justice, order is being passed on the basis of documents available on record.

In the light of the documents placed on record and submission made and considering that the respondent has taken the economic benefit of the amount paid by the complainants in lieu of booking of the alleged flat, the Bench hereby directs the respondent company and its Directors to refund the principal amount of 15.00 lakh to the complainant along with interest at the rate of marginal cost of fund-based lending rate (MCLR) of State Bank of India as applicable for three years plus 2% interest from the date of booking till the date of refund within sixty days of issue of this order.

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

**Sd/-**  
**Nupur Banerjee**  
**Member**