

REAL ESTATE REGULATORY AUTHORITY, BIHAR**Before the Bench of Hon'ble Inquiry Commissioner, Mr. Sanjaya Kumar Singh, RERA,
Bihar****RERA/CC/165/2025****Kalpna Jha****.....Complainant****Vs****M/s Sai Shrinkhala Developers Pvt. Ltd.****.....Respondent****Project: Shubh Shiv Vatika****Present: For Complainant: Mr. Pranav Kumar, Advocate****For Respondent: None****15/05/2026****ORDER**

The matter was last heard on 30.04.2026 when Mr. Pranav Kumar, learned counsel for the complainant was present. None appeared on behalf of the respondent.

Learned counsel for the complainant submitted that the complainant entered into an agreement for sale with the respondent- promoter on 27.03.2022 and accordingly, she was allotted Flat No.205 on 2nd floor having carpet area of 674 sq.ft. along with two covered car parking space on the ground floor in the said project for a total consideration amount of Rs.37.00 lakh, out of which the complainant paid Rs.11.72 lakh to the respondent. She had also paid Rs.90,000/- for execution of the agreement for sale to the respondent for which the respondent has granted the money receipts. He further submitted that in terms of Clause 7(1) of the agreement for sale, the respondent had to complete the construction work of the project and to handover the flat till December, 2023 with a grace period of six months but the respondent has not handed over the said flat till date. He also submitted that on coming to know that the project of the respondent company is under litigation, the complainant sent a legal notice to the respondent on 03.04.2023 and requested the promoter to cancel her allotment of the said flat and refund the amount along with interest @ 18% per annum within 45 days and exemplary cost of Rs.5.00 lakh for their mental and physical harassment. Pursuant to the said notice, the respondent sent a cancellation letter to the complainant on 28.09.2023 mentioning that the total amount of Rs.11.72 lakh paid by her shall be refunded by the respondent with interest. A copy of the cancellation letter was annexed as Annexure-5 to the complaint petition. In the said letter, the promoter had also calculated the interest which, according to him, came to Rs.2,96,066/-, thus the total amount of Rs.14,68,066/- was shown to be payable to the complainant. Thereafter the complainant issued four cheques in favour of the complainant, one for Rs.1.00 lakh and the other three for Rs.2.00 lakh each specifically stating that before presenting the cheques to the Bank, the complainant would contact the promoter for confirmation. Out of the four cheques, the complainant received Rs.1.00 lakh only. For the other cheques the respondent requested the complainant not to present the remaining cheques in the Bank. Lastly the complainant sent a mail on 15.01.2025 for refund of the remaining amount but all went in vain. She,

therefore, requested for a direction to the respondent to refund the entire amount of Rs.14,68,066/- as admitted by the respondent promoter in its cancellation letter dated 18.09.2023 along with interest on the entire amount from the date of payment till the date of refund and compensation.

On perusal of the record, it is found that despite issuance of notice to the respondent, he has neither appeared nor filed any written notes of argument. As per the direction of this Bench dated 30.04.2026 the complainant has filed a written notes of argument reiterating the facts as stated above.

This Bench observes that despite several opportunities given to the respondent, he has not only failed to appear before the Bench but has also failed to handover the possession of the said flat or voluntarily refund the money paid to him by the complainant. This Bench, therefore, feels that the complainant cannot be made to suffer for an indefinite period and hence, in the interest of justice, order is being passed on the basis of documents 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 in the said project and had paid the total amount of Rs.11.72 lakh out of a total consideration amount of Rs.37.00 lakh in the year 2022 itself. It is also clear that the respondent had assured the complainant to handover the possession of the said flat till December, 2023 with a grace period of six months but till date the respondent neither handed over the possession of the said flat nor voluntarily refunded the entire paid amount to the complainant. It is also clear that the complainant sent a legal notice to the respondent on 03.04.2023 requesting them to cancel her allotment of the said flat. Pursuant to the said notice, the respondent promoter sent a cancellation letter to the complainant on 28.09.2023 cancelling her allotment with a promise to return the amount with interest and in the said letter, interest was also calculated by the respondent which according to them was Rs.2,96,066/-, thus the total due amount became Rs.14,68,066/- against which the complainant received Rs.1.00 lakh as per her statement made in para (xxv) of the complaint petition. Thus, the total amount of Rs.10.72 lakh remained to be paid by the respondent to the complainant along with an interest of Rs.2,96,066/- as per the calculation of 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 he is, therefore, liable to refund 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 booking of the alleged flat, this Bench hereby directs the respondent company and its Directors to refund the remaining amount of Rs.13,68,066/- (principal remaining amount of Rs.10.72 lakh and the interest amount of Rs.2,96,066/- (as per calculation in the cancellation letter at Annexure 5) to the complainant along with additional interest amount accrued on the entire amount @ 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