

REAL ESTATE REGULATORY AUTHORITY, BIHAR,

Before the Bench of Mr. Ved Prakash,
Special Presiding Officer, RERA,

RERA/CC/08/2025

Malvika Singh Complainant

Vs.

M/s Bhootesh Construction Pvt. Ltd. & OrsRespondents

PROJECT: PRAKRITI VIHAR

For the Complainants: Mr. Deepak Kumar , Advocate

For the Respondent: None

17.09.2025

ORDER

Learned counsel Mr. Deepak Kumar on behalf of the complainant is present but the respondent is absent. It transpires from the record that the respondent - promoter neither ever appeared before the Conciliation Forum nor appeared before this Bench in spite of notice issued against him.

2.Learned counsel for the complainant submits that the complainant vide KYC booked Flat no.108 on 1st floor in Block -C having super built-up area of 1375 sq. ft. along with car parking space on ground floor in the project "Prakriti Vihar" of M/s Bhootesh Construction Pvt. Ltd., situated at Mauza – Dharautri, Hajipur, District - Vaishali, on consideration amount of Rs.32,00,000/- and thereafter on 12.06.2015 an Agreement For Sale was executed between the parties. Out of the total amount, the complainant paid Rs.11,20,000/- on different dates, against which the respondent issued acknowledge receipts, which are kept on record. He further submits that the respondent had assured to complete the project and handover delivery of possession of flat within the specified period of time but the respondent neither completed the project nor handed over possession of flat within the time granted. So, she sent a letter on 25.11.2024 to the respondent

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for cancellation of booking and refund of money but the respondent did not pay heed to her request. Hence, the present complaint is filed by the complainant for refund of her money along with interest.

3. Perused the record. The Bench observes that the respondent - promoter neither honoured the commitment made to the complainant of completing the project and handing over possession of flat nor is showing interest in getting this case disposed of by appearing in the case in spite of notice issued, nor refunded money in spite of cancellation of booking by the complainant through her letter, which is on record. The Bench further observes from the record that the respondent while booking flat no. 108 in the project – “Prakriti Vihar” issued KYC in favour of the complaint, copy of which is kept on record, and thereafter the complainant entered into an Agreement with the respondent on 12.06.2015, copy of which is also kept on record, and the complainant made total payment of Rs. 11,20,000/ which finds support from the payment receipts brought on record. The Bench presumes that the respondent – promoter has nothing to say in this matter and only wants to linger the case so as to harass the complainant further. In such a situation, the Bench is left with no option but to pass the order exparte on merit on the basis of material available on the record as the case cannot be allowed to remain pending for an indefinite period.

4. In the backdrop of the submission made by the complainant's counsel and on going through the material available on record, the Authority directs the respondent - company and its Managing Director Mr. Arvind Kumar Singh to refund the principal amount of Rs. 11,20,000/- to the complainant along with interest at 2% above marginal cost of fund-based lending rate (MCLR) of the State Bank of India since the date on which the total amount was paid till the date of refund within sixty days of this order.

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5. The complainant is at liberty to press other claims, if any, which are in the nature of compensation, before the Adjudicating Officer, RERA.

With the aforesaid observations and direction, this case is disposed of.

Sd/-

(Ved Prakash)

Special Presiding Officer, RERA, Bihar.