

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**

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

**RERA/CC/18/2025**

**Sunita Devi**

**.....Complainant**

**Vs**

**M/s Ghar Lakshmi Buildcon Pvt. Ltd.**

**.....Respondent**

**Project: Ghar Lakshmi Milestone**

**Present: For Complainant: Mr. Jitendra Kr. Roy, Advocate  
For Respondent: None**

**20/07/2026**

**ORDER**

The matter was last heard on 06.05.2026 when Mr. Jitendra Kumar Roy, learned counsel appeared on behalf of the complainant but none appeared on behalf of the respondent.

The case of the complainant is that she had agreed to purchase a flat in the said project for a total consideration amount of Rs.15.00 lakh. On payment of Rs.7.00 lakh, an agreement for sale was executed between the parties on 29.01.2021 and the payment of Rs.58,025/- towards stamp duty and the registration fees was also paid by the complainant. Thus, an aggregate amount of Rs.7,58,025/- was paid by the complainant for the bookings and agreement for sale pertaining to the said flat but even after a lapse of almost three and a half years from the date of booking of the flat, not even the plinth work in the concerned project has been completed till date. The complainant sent a legal notice to the M.D. of the respondent company on 01.07.2024 referring to Clause 9.2(ii) of the agreement for sale entered into between the parties in which it has been categorically mentioned that 'the Allottee shall have the option of terminating the agreement in which case the promoter shall be liable to refund the entire money paid by the allottee under any head whatsoever towards purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice.' The legal notice sent to the address of the respondent developer and its Managing Director had returned undelivered and apparently the same was refused to be accepted by the respondent. Under the present circumstances, the complainant has filed this complaint petition for refund of the entire deposited amount of Rs.7.00 lakh along with the stamp duty charges of Rs.58,025/- along with interest as per the provisions of law.

During the hearing, the learned counsel for the complainant has submitted that the complainant had booked a flat in the project 'Ghar Lakshmi Milestone' for a total consideration amount of Rs.15.00 lakh against which he had paid Rs.7.00 lakh to the respondent through different modes which is given in para 1.8(iv) of the agreement for sale. Thereafter an agreement for sale was executed between the parties on 29.01.2021 and he had also paid the stamp duty and registration fees to the tune of Rs.58,025/-, thus he had paid a total amount

of Rs.7,58,025/-. He further submitted that the construction of the project concerned has not been initiated and as per his information from various sources, the construction will not be initiated. Therefore, the complainant has prayed for a direction to the respondent to refund the entire amount paid by the complainant along with interest as per the provisions of law from the date of payment till the date of actual refund.

On perusal of the records it appears that the respondent has been absent on all 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, 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.7,58,025/- (including Rs.58,025/- as stamp duty) out of a total consideration amount of Rs.15.00 lakh, which is also evident from para- 1.8(iv) of the agreement for sale dated 29.01.2021. It is also clear from the written notes of argument filed by the complainant that the legal notice sent by the complainant to the respondent on 01.07.2024 had been returned undelivered, thereby meaning that the same was 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 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 the 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 entire principal amount of Rs.7,58,025/- 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 claim for compensation is concerned, 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