

**REAL ESTATE REGULATORY AUTHORITY, BIHAR,**

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

**RERA/CC/94/2024**

Jitendra Kumar.... Complainant

Vs.

M/s Grih Vatika Homes Pvt. Ltd. ....Respondent

**PROJECT: VIP RESIDENCY**

For the Complainant: Mr. Kuldip Thakur, Advocate

For the Respondent: Mr. Ankit Kumar, Advocate

**18.06.2025**

**ORDER**

Learned counsel Mr. Kuldip Thakur on behalf of the complainant and learned counsel Mr. Ankit Kumar on behalf of the respondent are present.

2. Learned counsel for the complainant submits that the complainant entered into an Agreement For Sale with the respondent on 11.12.2015 to purchase Deluxe Flat no.205 on second floor having built-up area 1181 sq. ft. in the project “VIP Residency” of M/s Grih Vatika Homes Pvt.Ltd. on consideration amount of Rs.35,00,000/-, out of which the complainant paid Rs.20,86,750/- on different dates through cheques. Copies of cheques as well as money receipts issued by the respondent are kept on record. He further submits that the flat was to be delivered by December, 2018, but despite payment of aforesaid amount, the respondent deliberately and consciously not completed the said project and failed to handover possession of flat to the complainant. Thereafter, the complainant on numerous times approached the respondent through phone calls, messages etc. but no response was given by the respondent, which compelled the complainant to send legal notice dated 16.03.2024 to the respondent – promoter asking him to cancel his Agreement For Sale and refund his money with interest but the same was also not responded by the respondent. Hence, this complaint by the complainant for a direction to the respondent to refund his money with interest and compensation.

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3. Learned counsel for the respondent does not dispute the Agreement For Sale dated 11.12.2015 executed between the complainant and the respondent to purchase Deluxe Flat no.205 in the project "VIP Residency" on consideration amount of Rs.35,00,000/- He also does not dispute the payment of Rs.20,86,750/- made by the complainant against the aforesaid consideration amount. However, he submits that the respondent is ready to refund the amount of Rs.20,86,750/- along with interest to the complainant.

4. 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 to the complainant within the time granted nor refunded the principal amount of the complainant in spite of sending legal notice dated 16.03.2024 for cancellation of the Agreement and refund of his principal amount along with interest. However, the respondent's counsel submits that the respondent is ready to refund the principal amount of Rs.20,86,750/- along with interest to the complainant

5. Taking into consideration the submissions made on behalf of the parties and on going through the material available on record, the Bench directs the respondent - company and its Managing Director Mr. Ranjeet Kumar Jha to refund the principal amount of Rs.20,86,750/- to the complainant along with interest at 2% above marginal cost of the lending rate (MCLR) of the State Bank of India on the total principal amount which becomes due till the date of payment within sixty days of this order.

6. 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 directions, this case is disposed of.**

**Sd/-**

**(Ved Prakash)**

Special Presiding Officer, RERA, Bihar.