

REAL ESTATE REGULATORY AUTHORITY, BIHAR,

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

RERA/CC/562/2024

Ranjan Kumar Complainant

Vs.

M/s Agrani Homes Marketing Pvt. Ltd.Respondent

PROJECT: AGRANI DAFFODILS CITY, BLOCK D,

For the Complainants: Ms. Kriti Suman , Advocate

For the Respondents: Mr. Satwik Singh, Legal Representative,

18.09.2025

ORDER

Learned counsel Ms. Kriti Suman on behalf of the complainant and legal representative Mr. Satwik Singh on behalf of the respondent are present.

2. Learned counsel for the complainant submits that vide KYC bearing Sl.no.312 the complainant booked Flat no.306 on 3rd floor in Block –D having built-up area of 1280 sq. ft. with reserve car parking in the project “Agrani Daffodils City”, situated at Mauza – Dhanaut, P.S. – Rupaspur, District – Patna, on total consideration amount of Rs.21,00,000/- including applicable taxes, out of which the complainants paid Rs.17,00,000/- vide Cheques and NEFT on 10.06.2016, 11.06.2016 & 31.08.2016, against which the respondent issued money receipts, which are kept on record, and thereafter on repeated reminders a Memorandum of Understanding between the parties was executed on 20.05.2017. She further submits that delivery of possession of flat was to be handed by 2021, but till date neither delivery of possession of flat has been handed over nor the respondent on being approached give positive response. So, the complainant having no option left, requested the respondent to refund his entire principal amount along with interest but till date no step has been taken by the respondent for redressal of grievance of the complainant.

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Hence, the present complaint by the complainant for refund of his principal amount along with interest.

3. Legal Representative of the respondent – promoter does not dispute execution of KYC issued by the respondent as well as Memorandum of Understanding dated 25.12.2017 executed between the complainant and the respondent in connection with booking of Flat no.306 in the project “Agrani Daffodils City”, which are kept on record, and payment of Rs.17,00,000/- by the complainant as well as payment receipts issued by the respondent. He further submits that the respondent is willing to refund the principal amount of the complainant but due to financial crunch being faced by him refund is not being made.

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 within the specified time nor has refunded the principal amount of the complainant when the complainant requested for refund of his money. However, legal representative of the respondent – company admits about payment made by the complainants of Rs.17,00,000/- against booking of Flat nos.306 in the project “Agrani Daffodils City” and submits that the respondent is willing to refund the aforesaid amount but presently financial constraint is coming in his way.

5. In the backdrop of the submissions made by the parties and on going through the material available on record, the Bench directs the respondent - company and its Director Mr. Alok Kumar to refund the principal amount of Rs.17,00,000/- 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 since the date of payment till the date of refund within sixty days of this order.

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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.