

REAL ESTATE REGULATORY AUTHORITY, BIHAR

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

RERA/CC/19/2025

Paras Kumar Singh

.....Complainant

Vs

M/s Rukmani Buildtech Ltd.

.....Respondent

Project: Chhatrapati Shivaji Greens

Present: For Complainant: Mr. Sushant Srivastava, Advocate

For Respondent: None

15/07/2026

ORDER

The matter was last heard on 06.05.2026 when Mr. Sushant Srivastava, learned counsel for the complainant was present. The respondent was absent.

Learned counsel for the complainant submitted that the complainant had booked a flat bearing Flat No.G-202 on 2nd floor in Block-G having a super built-up area of 1534 sq.ft. along with one reserved covered car parking space in the proposed project 'Chhatrapati Shivaji Greens' for a total consideration amount of Rs.46.00 lakh and an allotment letter dated 17.01.2016 was issued to the complainant by the respondent/ promoter with respect to the said flat. Thereafter on being demanded by the respondent for executing a registered agreement for sale, the complainant paid Rs.14,10,005/- on different dates (from 17.01.2016 to 30.04.2019) through different modes to the respondent. In the meantime, a registered agreement for sale was executed on 21.01.2016 between the complainant and the respondent towards the booking of the said flat. A copy of the said agreement for sale has been annexed as Anneuxre 3 to this complaint petition. He further submitted that as per the terms of the agreement for sale, the respondent/ promoter had agreed to complete the construction and handover the possession of the said flat to the complainant by December, 2017 with a grace period of six months, but the respondent has failed to adhere to the said deadline and till now the respondent has not even started the construction of Block-G of the said project. He also submitted that the respondent has already completed the construction of several other blocks in the said project and has also handed over the possession to other allottees. He further submitted that despite repeated requests, the respondent has failed to execute the sale deed in favour of the complainant. Thereafter the complainant sent a legal notice on 21.03.2024 to the respondent requesting him to complete the project and handover the possession of the said flat but the respondent neither replied nor took any step towards completion of the project and the respondent thus failed to honour its contractual and statutory obligations even after lapse of more than eight years from the date of the agreement. Hence, the complainant has prayed for a direction to the respondent to refund the entire amount of Rs.14,10,005/- to the complainant along with interest as per the provisions of law and has also prayed for a liberty to file a complaint before the A.O. for compensation and interest.

On perusal of the record, it appears that the respondent has been absent throughout the proceeding and the respondent has not filed any reply to the complaint petition.

During the previous hearings, both the complainant and the respondent were directed to file written notes of argument but the respondent has failed to comply with the direction of this Bench. Learned counsel for the complainant has, however, filed written notes of argument on behalf of the complainant.

This Bench observes that despite several opportunities given to the respondent, he has 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 a total amount of Rs.14,10,005/- out of the total consideration amount of Rs.46.00 lakh during 17.01.2016 to 30.04.2019. The respondent has given the statement of the amount paid by the complainant. It is also clear that the booking was done way back in the year 2016 but even after a lapse of more than eight years from the date of the agreement, the respondent neither handed over the possession of the said flat nor voluntarily refunded the entire paid amount to the complainant. Nevertheless, it is clear that the respondent has enjoyed full economic benefit 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 for getting refund of 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 the booking of the alleged flat, this Bench hereby directs the respondent company and its Directors to refund the total principal amount of Rs.14,10,005/- 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 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