

REAL ESTATE REGULATORY AUTHORITY, BIHAR,

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

RERA/CC/410/2023

Akanwsha Priyadarshani Complainant

Vs.

M/s Super City Builders Pvt. Ltd.Respondent

PROJECT: MANNAT CITY, SECTOR - F

For the Complainant: Mr. Atulya Anand , Advocate

For the Respondent :Mr. Mukesh Kumar, Advocate

20.08.2025

ORDER

Learned counsel Mr. Atulya Anand on behalf of the complainant and learned counsel Mr. Mukesh Kumar on behalf of the respondent are present.

2. Learned counsel for the complainant has filed substitution petition dated 20.08.2025 stating therein that during pendency of the proceedings respondent no.2 Anil Kumar, Managing Director of the respondent – company, has expired on 13.07.2024 leaving behind his wife Mrs. Anju Devi, who is now acting as Director of the respondent – company, and son Mr. Aman Kashyap, as legal heirs and they have been impleaded as party – respondents in place of the deceased respondent. It is also requested therein to allow the said application and order to substitute Mr. Aman Kashyap as respondent no.2 and Mrs. Anju Devi as respondent no.3 in place of deceased respondent Anil Kumar. The prayer is allowed and Mr. Aman Kashyap and Mrs. Anju Devi are substituted as respondent nos. 2 & 3.

3. Learned counsel for the complainant submits that the complainant booked two residential plots F - 32 & F - 33 having super area of 1200 sq. ft. each in the project “Mannat City, Sector –F” located at Bihta (Maner), Patna on consideration amount of Rs.6,48,000/- each, totaling to Rs.12,96,000/-, out of which the complainant paid Rs.3,24,000/- through RTGS on 23.01.2018, against which acknowledgement receipts were issued and the same are

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annexed with the record and marked as Annexure 2a & 2b and thereafter the respondent - Director executed two separate Agreements For Sale of both the plots on 23.01.2018, wherein it was agreed that the complainant will pay entire consideration amount of Rs.12,96,000/- within thirty six months and the same is annexed as Annexure 3a, 3b. The complainant paid the entire consideration amount in 2021, against which acknowledgement receipts were issued and the same are annexed with the record as Annexure -4. He further submits that as per Agreements possession of the plots were to be delivered on 22.01.2023 but till date the respondent has not given possession of plots. When the complainant tried to reach out to the respondents for cancelling of her bookings and refund of entire principal amount with interest, the respondents were reluctant in refunding her amounts. He also submits that till date the project "Mannat City" is not registered with RERA. He also submits that the complainant being aggrieved by the nefarious act of the respondent had sent Legal Notice through lawyer on 23.05.2023 demanding refund of principal amount of Rs.13,00,000/- along with interest, which was replied by the respondent on 20.06.2023 stating that they have cancelled the allotments on 01.04.2023 on account of not paying the consideration amount as per Agreement, whereas the complainant had already made payment of consideration amount as per Agreement. Lastly, he submits that there is no hope of development of the project in future as no plots are available with the respondent. Hence, the present complaint by the complainant for refund of entire of principal amount along with interest.

4. Learned counsel for the respondent submits that plots are not available with the respondents and they are ready to refund the principal amount of Rs.12,96,000/- which was deposited by the complainant against booking of two plots bearing nos.F-32 & F- 33 in the above project.

5. Perused the record. The Bench observes that the respondent - promoter neither honoured the commitment made to

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the complainant of completing the project and handing over possession of plots within the specified time nor refunded the principal amount of the complainant even on being approached by her to the respondent. However, the respondent is agreed to refund the entire principal amount of Rs.12,96,000/- to the complainant along with interest.

6. Considering 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 present Director Mrs. Anju Devi and others to refund the principal amount of Rs.12,96,000/- 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 its payment till the date of refund within sixty days of this order.

7. 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.