

REAL ESTATE REGULATORY AUTHORITY, BIHAR
Before the Bench of Hon'ble Inquiry Commissioner, Mr. Sanjaya Kumar Singh, RERA,
Bihar

RERA/CC/364/2025

Syed Sabbah Azam Gilani

.....Complainant

Vs

M/s AGR Estates Pvt. Ltd.

.....Respondent

Project: Others

Present: For Complainant: Md. Quamar Raza, Advocate

For Respondent: None

20/08/2026

ORDER

The matter was last heard on 09.07.2026 when Mr. Quamar Raza, learned counsel for the complainant was present. None appeared on behalf of the respondent.

Learned counsel for the complainant submitted that the complainant had booked a flat bearing Flat No.F2 on 2nd floor having an area of 1042 sq.ft. in the impugned project named Abdus Samad Enclave for which he paid a total amount of Rs.30.00 lakh out of a total consideration amount of Rs.30.09 lakh and as such, he has paid nearly the entire amount but the said flat has not been handed over to him. He submits that the project is yet to be completed. He further submits that though this project was initiated before enforcement of the Real Estate (Regulation and Development) Act, 2016 but it was an ongoing project and as a proof he has filed a copy of the sale deed pertaining to flat No.305 which has been executed on 15.03.2022. He also submitted a copy of the electricity bill dated 03.08.2024 pertaining to the said Flat No.305. He further submitted that the document submitted by him itself shows that the impugned project is an ongoing project at the time of enforcement of the RERA Act and hence, the provisions of the RERA Act, 2016 shall apply in this matter and accordingly, the respondent is bound to act as per the provisions of RERA Act, 2016. Since the complainant has already deposited the entire consideration amount except a meagre amount of Rs.9000/-, he therefore prayed for a direction to the respondent to handover the possession of his booked flat or if the respondent cannot handover the possession of the same to the complainant, the respondent should refund the entire amount of Rs.30.00 lakh along with interest @ 18% per annum over the said amount since 2012.

The complainant has filed a written notes of argument reiterating the same facts as stated in the complaint petition.

On perusal of the record of the case, it appears that the respondent was represented by one Mr. Majed M. Khan, legal counsel appearing on his behalf and he has prayed for time to file reply but he has not filed any reply till date. He has also not appeared on any of the hearings except on 15.04.2026 held by the Bench despite several notices served upon him vide order dated 21.01.2026,

06.03.2026, 15.04.2026, 12.05.2026, 10.06.2026 and 09.07.2026 in adherence to the principle of audi alteram partem.

This Bench thus observes that despite several opportunities given to the respondent, he has neither handed over the possession of the said flat to the complainant nor has voluntarily refunded the entire amount 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 and in accordance with order 8 Rule 10 of the C.P.C., final order is being passed on the basis of documents available on record.

This Bench also observes that the complainant has failed to prove by way of any concrete evidence that the said flat has not been sold or a third party right has not been created in respect of the flat booked/ purchased by him for which he has paid Rs.30.00 lakh and he has, therefore, prayed either for refund or for possession of the said flat booked by him in the present circumstances. 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, entitled 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 flats, this Bench hereby directs the respondent company and its Directors to refund the entire paid amount of Rs.30.00 lakh 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 over the entire paid amount 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