

REAL ESTATE REGULATORY AUTHORITY, BIHAR,

Before the Bench of Mr. Ved Prakash,

Special Presiding Officer

RERA/CC/21/2026

Rohit Kumar Singh Complainant

Vs.

M/s Astik Buildcon Pvt. Ltd. Respondent

PROJECT: SAI VRINDAVAN CITY

For the Complainant: Mr. Vikash Kumar, Advocate

For the Respondent: Mr. Rakesh Ranjan, Advocate

29.04.2026

ORDER

Learned counsel Mr. Vikash Kumar on behalf of the complainant and learned counsel Mr. Rakesh Ranjan on behalf of the respondent are present.

2. Learned counsel for the complainant submits that the complainant booked Flat no.109 on Floor – F (Second) in Blok –A, having an area of 1500/- sq. ft., in the project - Sai Vrindavan City, by making payment of Rs.5,15,000/- (Rs.3,50,000/- on 09.12.2013, Rs.15000/- on 09.12.2013, Rs.1,00,000/- on 10.12.2013 & Rs. 50,000/- on 03.01.2014), against which the respondent – company issued a money receipt, which is kept on the record. He also submits that the respondent at the time of booking promised the complainant to execute the sale deed and handover possession of the flat within three years but even after passing of the aforesaid time neither the respondent executed sale deed nor transferred possession of the flat. As a result, the complainant had to suffer a lot of mental trauma and pain and, consequently, the complainant cancelled his booking and sent the said message to the respondent through mail with a request to refund his principal amount but the respondent did not pay heed to his requests made by the complainant several times verbally and in writing. Hence, the complainant has filed this complaint for a direction to the respondent to refund his money along with interest and compensation.

3. Learned counsel for the respondent submits that the respondent – promoter is not in position to provide allotted flat to the complainant. He is willing to refund the amount of the complainant.

4. Considering the submission and going through the record, the Bench observes that the complainant booked Flat no.109 on Floor – F (Second) in Blok –A, having an area of 1500/- sq. ft., in the project - Sai Vrindavan City, by making payment of Rs.5,15,000/-, against which the respondent – company issued a money receipt and the same is kept on the record. The Bench also observes that the respondent – promoter did not honour his commitment of providing flat within the specified time and when he failed in his commitment even after request of the complainant he did not refund his amount which resulted in filing of this complaint. However, the respondent is willing to refund the complainant's money, as submitted by learned counsel for the respondent.

5. Taking into consideration the submission of learned counsel for the parties and the observations made above, the Bench directs the respondent - company and its Directors, namely, Mr. Koushar Khan, Mr. Deepam Kumar, Mr. Rohit Kumar, and Vice President Mr. Deepak Kumar Pandey to refund the principal amount of Rs.5,15,000/- to the complainant along with interest at 2% above marginal cost of lending rate (MCLR) of the State Bank of India on principal amount since the date of its payment till the date of refund 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.