

REAL ESTATE REGULATORY AUTHORITY, BIHAR

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

RERA/CC/216/2024

Sunny Prakash

.....Complainant

Vs

M/s Grih Aarambh Developers Pvt. Ltd.

.....Respondent

Project: Sports City, Tower-C

Present: For Complainant: Mr. Pulkit Thakur, Advocate

For Respondent: None

20/05/2026

ORDER

The matter was last heard on 28.04.2026 when Mr. Pulkit Thakur, learned counsel for the complainant was present. None appeared on behalf of the respondent.

Learned counsel for the complainant submitted that the complainant has booked a 3-BHK flat bearing Flat No.401 on 4th floor in Tower-C having an area of 1450 sq.ft. along with one reserved covered car parking space in the proposed project 'Sports City' for a total consideration amount of Rs.12.00 lakh, for which the respondent company has entered into a MOU with the complainant on 29.03.2018. Out of the said consideration amount, the complainant paid Rs.5.00 lakh to the respondent for which the respondent has issued two money receipts, one for Rs.3.00 lakh on 29.03.2018 and the other for Rs.2.00 lakh on 29.03.2018. The said amount paid by the complainant is also mentioned on page-8 of the MOU. He further submitted that the booking was done way back in the year 2018 but even after a lapse of five years, neither the work has been done nor the said flat has been handed over to the complainant. The complainant made several requests to return the amount on which the respondent issued a cheque of Rs.5.00 lakh in favour of the complainant but when it was presented before the Bank, the cheque was not cleared due to 'insufficient fund'. Thereafter, the complainant has sent a legal notice to the respondent on 10.01.2024 requesting them to refund the amount of Rs.5.00 lakh with interest as per the provisions of law but the respondent has not responded to the said notice. The complainant has annexed a copy of the MOU, legal notice and the money receipts to the complaint petition. Hence, he prayed for a direction to the respondent to cancel the MOU which was executed on 29.03.2018 as the respondent has failed to deliver the possession of the impugned flat and to refund the entire amount of Rs.5.00 lakh to the complainant along with interest as per the provisions of law and also compensation.

On perusal of the record, it is found that despite issuance of notice to the respondent and also publication in the newspaper, he has neither appeared nor filed any written notes of argument.

This Bench observes that despite several opportunities given to the respondent, he has not only failed to appear before the Bench but has also 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 the total amount of Rs.5.00 lakh out of a total consideration amount of Rs.12.00 lakh in the year 2020 itself. The respondent has issued money receipts of the said amount. It is also clear that the booking was done way back in the year 2018 itself but even after a lapse of five years the respondent neither handed over the possession of the said flat nor voluntarily refunded the entire paid amount to the complainant. It is also clear that the complainant sent a legal notice to the respondent on 10.01.2024 reiterating the aforementioned facts and praying for refund of the paid amount to the complainant but the respondent has not responded to the said notice. 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, liable to refund 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 booking of the alleged flat, this Bench hereby directs the respondent company and its Directors to refund the total principal amount of Rs.5.00 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 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