

REAL ESTATE REGULATORY AUTHORITY, BIHAR
Before the Bench of Mr.Ved Prakash,
Special Presiding Officer

RERA/CC/555/2024

Kumar Anand

....Complainant(s)

Vs

M/s Land to Home Infra Developers Pvt. Ltd.

....Respondent

PROJECT- **Rama Enclave, Block -A**

For the complainant:

Mr. Rajesh Kumar Sharma (Adv.)

For the respondent :

None

09.09.2026

O R D E R

Hearing is taken up. Shri Rajesh Kumar Sharma, learned counsel on behalf of complainant is present, but none is present on behalf of respondent. On notice the learned counsel Mr. Sunil Kumar had appeared before the Conciliation Forum, but refused to settle the dispute, hence case was referred to the Authority.. Later on notice, the learned counsel Mr. Sunil Kumar again appeared before this Bench/Authority on 22.04.2026 and previously the respondent /his representative failed to appear before the Bench. However the respondent once again left to attend the proceedings of this case since 22.05.2026.Since the respondent/his learned counsel was continuously absent and the case could not be kept pending for indefinite period ,hence case was heard ex-parte and order is being passed.

2. Learned counsel for complaint submits that the complainant has filed this complaint case seeking direction upon the respondent to refund Rs. 60,00,000/- In the alternative, the complainant is also seeking direction upon the respondent to handover the possession of flat with equivalent price of earlier flat in ready-to-move condition.

3. The learned counsel for the complainant submits that the complainant and his wife, namely, Priya jointly booked a Flat no. A-13 on the ground floor in Block –A of the project -Rama Enclave having area 1450 sq. ft, Survey Plot no. 829 and 830, Khata no 74 & 31, Thana no. 36, Tauzi no. 5241, Mauza – Mustafapur, Pargana – Phulwarishariff, P.S- Danapur in

pursuance of a registered agreement for sale dated 18.03.2021 on a consideration amount of Rs. 45,55,000/- and it was agreed upon between the parties that the said flat would be handed over to the complainant by 30.10.2021. Learned counsel for complainant further submits that the complainant and his wife, Priya jointly took home loan of Rs. 41, 00,000/- from State Bank of India which was accordingly paid to the respondent (Annexure -1). The learned counsel for the complainant further submits that the respondent, after receiving the said amount, did not act as per the terms and conditions of the agreement for sale and miserably failed to handover the possession of said flat to the complainant within the stipulated period as agreed upon in the registered agreement for sale. Further the learned counsel for the complainant submits that since the respondent was not able to handover the possession of said flat, on request of the complainant, the respondent executed a registered cancellation deed dated 14.05.2022 and committed to refund the price of the said flat on current market rate, which was assessed to be Rs. 60,00,000/-(Annexure-2).

4. Learned counsel for complainant further submits that the respondent was not willing either to handover the possession of the said flat or to refund the principal amount Rs, 41, 00,000/-. Further the respondent has wrongly denied that any assurance was ever given to the complaint by one of the Directors namely-Mr. Sandeep Chanchal Singh to pay the price of flat at current rate for cancellation of agreement, which was assessed as Rs. 60,00,000/-.

5. He further submits that when the complainant realized that the respondent has committed a breach of trust by not fulfilling the terms of agreement, he resorted to legal action and filed a criminal complaint case against the respondent promoter vide complaint case no. 7704/2023 before the Civil Court, Patna, wherein cognizance was taken of vide order dated 06.12.2023 u/s 341, 406, 504 and 506 of the IPC against the Director and others . Thereafter, the respondent committed to refund the whole principal amount through the ABP No.3123/2024, but instead of making total refund, he paid Rs. 1, 00,000/- only to the complainant. It is further stated that after rejection of anticipatory bail application by the learned District &

Sessions Judge, Patna, he filed anticipatory bail application vide no. 70999/2025 before the Hon'ble Patna High Court and that too was rejected by the Hon'ble High Court.

6. Though respondent/learned counsel has not taken pain to appear on the fixed dates punctually, but learned counsel for the respondent had already filed reply on behalf of the respondent and the same is available on the record. Reply shows that the respondent denied the allegations of the complainant and has contended that agreement for sale was executed between both the parties and subsequently on request of the complainant said agreement was cancelled on 14.05.2022 and respondent refunded total Rs.5, 01,000/- to the complainant paid at the time of booking. It is further pleaded that assurance letter dated 10.10.2022 was forged one as it was never signed by the late Sandeep Chanchal Singh.

7. Heard and perused the record. After having given careful consideration to the matter and in the back-drop of averments made on behalf of complainant, the Bench/Authority observes that Admittedly, a registered agreement for sale was executed between the parties on 18.03.2021 and in pursuance thereof, the complainant booked a flat no. A-13 on the ground floor in Block -A of the project Rama Enclave with area 1450 sq. ft, Survey Plot no. 829 and 830, Khata no 74 & 31, Thana no. 36, Tauzi no. 5241 Mauza – Mustafapur, Pargana – Phulwarishariff, P.S- Danapur, District-Patna. It is also an admitted fact that the consideration amount of the said flat was fixed as Rs, 45,55,000/-, out of which the complainant paid Rs. 41,00,000/- to the respondent with undertaking that remaining consideration would be paid at the time of delivery of possession and execution of registered sale deed with respect to the said flat. The Bench also observes that the respondent has miserably failed to act as per the terms and conditions of the registered agreement for sale and resultantly there was a considerable delay in completion of the project as well as flat so booked by the complainant. The Bench further observes that the complainant has sought two fold reliefs. He has prayed for refund of the price value of the said flat on current market rate, which, according to the complainant, was assessed to be Rs. 60, 00,000/- He was referring to the

letter dated 10.10.2022 written by one of the Directors Namely Mr.Sandeep ChanchalSingh and addressed to the complainant, wherein it was mentioned that for cancellation of agreement, as per current market rate, the amount of Rs. 60, 00,000/- would be refunded.

8. The complainant has sought the two fold reliefs in present complaint case. At one hand, he is claiming refund of the price of the flat at current market rate Rs.60,00,000/- and on other hand, in the alternative, he is praying for delivery possession of a alternate flat of same and similar description of flat with equal price. Both reliefs are altogether different from each other. The complainants themselves have got cancelled the sale deed on mutual consent through cancellation deed No.7078 dated 14.05.2022. Hence, claim of second relief for the alternative flat appears unreasonable; Hence relief for delivery of possession of alternate flat is hereby rejected. So for refund of Rs.60, 00,000/- by the respondent to complainant, the respondent has disputed the execution of the said letter dated 10.10.2022 by one of the Director Mr.Sandeep Chanchal Singh, who is now dead. Hon'ble Mr.Justice Satyavrat Verma, while rejecting the Criminal Misc.No.70999/2025 on 16.04.2026 had offered the learned counsel for the respondent promoter Mr. Abhinav Kumar Sharma and Mr. Rituraj as to whether the respondents were ready to refund the credited amount Rs.41, 00,000/-to the complainant, but learned counsel for respondent refused to refund said amount to complainant.

9. There is an ample evidence on record like agreement for sale, SBI bank statement, payment receipts, which prove that the complainant has paid Rs. 41,00,000/- to the respondent company which could not be controverted by the respondent. Thus, the claim of the complainant for refund of Rs.60, 00,000/- by the respondent is hereby rejected, but it is reasonable for the respondent to refund Rs.41, 00,000/-to the complainant as the same was paid by the complainant to the respondent. Accordingly respondent may be directed to pay the principal amount Rs.41, 00,000/- to the complainant along with interest as the respondent has got benefited from said amount in enhancement of their business.

10. The Bench/Authority notes that admittedly respondent has refunded Rs.1,00,000/- to the complainant and presently only Rs.40,00,000/- remains to be refunded by the respondent to the complainant.

11. Hence, the respondent promoter, is hereby directed to refund the remaining principal amount of Rs. 40, 00,000/- to the complainant along with interest on the total principal amount from the date of payment to the date of refund at the rate of 2 % above the MCLR of State Bank of India, as applicable for three years, within a period of 60 days from the order.

12. The complainant, if advised, may file separate complainant case before the Adjudicating Officer for claim of compensation

With these observations/directions, the instant complaint case is disposed of.

Sd/-
(Ved Prakash)
Special Presiding Officer
RERA,Bihar
09.09.2026