

**REAL ESTATE REGULATORY AUTHORITY, BIHAR,**

Before the Bench of Mr. Ved Prakash,

Special Presiding Officer

**RERA/CC/213/2024**

Wahidur Rahman .... Complainant

Vs.

M/s Agrani Homes Real Marketing Pvt. Ltd. ....Respondent

**PROJECT: PHOOL KUMARI VILLA**

For the Complainant: Mr. Mukesh Kumar, Advocate

For the Respondent: In person

**26.06.2025**

**ORDER**

Learned counsel Mr. Mukesh Kumar on behalf of the complainant is present but Sri Alok Kumar, Director of the respondent – company, is produced through video conferencing by the Phulwari Sharif Jail Authority.

2. Learned Counsel for the complainant submits that on 25.11.2014 a Memorandum Of Understanding (MOU) was executed between the complainant and the respondent to purchase Shop no.G-1 having super built up area of 355 sq. ft. on the ground floor of the project “Phool Kumari Villa” located at near DRM office, Khagaul, Patna, on consideration amount of Rs.14,00,000/- which includes Service Tax of Rs.43,260/-, out of which the complainant made payment of Rs.13,50,000/- which includes Service Tax of Rs.41,715/- and the rest amount of Rs.50,000/- was to be paid at the time of possession, which finds mention in the MOU. The respondent against the aforesaid payments also issued payment receipts which are on record. He further submits that the project was to be completed and delivery of possession of shop was to be made within the specified time but till date neither the project has been completed nor possession of the shop has been delivered to the complainant, nor refund of the principal amount has been made by the respondent in spite of repeated requests made and reminders sent to the respondent. Hence, the present

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complaint for a direction to the respondent to refund the principal amount of the complainant along with interest.

3. Director of the respondent – company Mr. Alok Kumar appears through video conferencing from the Phulwari Sharif Jail. He does not dispute the payment of Rs.13,50,000/- made by the complainant against booking of shop as well as payment receipts showing issued by the respondent and MOU executed between the respondent and the complainant on 25.11.2014. On query made by the Bench regarding refund of money, he expresses inability.

4. Perused the record. The Bench observes that the respondent - promoter neither honoured the commitment made to the complainant of completing the project and handing over possession of shop within the specified time nor has refunded the principal amount of the complainant. However, Director of the respondent – company Mr. Alok Kumar during course of submissions through video conferencing from the Phulwari Sharif Jail admits about payment made by the complainant of Rs.13,50,000/- against booking of Shop no. G1 in the project “Phool Kumari Villa” but he expresses inability to refund the aforesaid amount on account of financial crunch being faced by him.

5. Taking into consideration the aforesaid submission of learned counsel for the complainant as well as Director of Respondent - company and on going through the material available on record, the Bench directs the respondent - company and its Director Mr. Alok Kumar to refund the principal amount of Rs.13,50,000/- to the complainant along with interest at 2% above marginal cost of lending rate of the State Bank of India since the date of payment of the principal amount till the date of refund within sixty days of issuance of the order.

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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.