

REAL ESTATE REGULATORY AUTHORITY, BIHAR

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

RERA/CC/475/2024

Shashank Kumar Jha

.....Complainant

Vs

M/s Palvi Raj Construction Pvt. Ltd.

.....Respondent

Project: Bollywood Residency

Present: For Complainant: In person

For Respondent: Ms. Kriti Suman, Advocate

26/09/2025

ORDER

The matter was last heard on 28.08.2025 when the complainant had appeared in person and Ms. Kriti Suman, learned counsel had appeared on behalf of the respondent.

The complainant submitted that he had booked a flat bearing Flat No. 201 in the project 'Bollywood Residency' on 24.02.2020 and paid an advance money of Rs.3.00lakh to the developer by cheque dated 26.02.2020. He again paid Rs.2.00 lakh to the developer by cheque dated 13.02.2021. He further submitted that the respondent had assured him to execute the registered agreement for sale but even after several reminders, no agreement for sale has yet been executed by the respondent. He also submitted that the complainant after facing inordinate delay on the part of the respondent and after having a confirmed feeling that the respondent is not coming with clean hands, asked the respondent to refund the money but he did not pay any heed to the said request and after a long time i.e. on 30.11.2022 instructed the complainant to fill up the refund form On 30.11.2021 the complainant submitted the refund form provided by the promoter to him in which it was mentioned that the paid amount would be refunded within 150 working days, but the money has not been refunded to him as yet. He further submitted that the respondent had given him two cheques of Rs.50,000/- each, bearing Cheque No.000149 dated 25.07.2024 and Cheque No.000148 dated 25.08.2024, which bounced due to mismatch of the signature when produced before the Bank. He informed the respondent (builder) about the same but the respondent did not respond. He also submitted that after his regular effort and pressurisation, the respondent has transferred Rs.25,000/- only in his account on 11.08.2024. He, therefore, prayed for a direction to the respondent to refund the entire amount of Rs.5.00 lakh along with interest and compensation.

The complainant has placed on record a copy of the money receipts and refund form.

Perused the record. No reply has been filed on behalf of the respondent but on 22.07.2025 the learned counsel for the respondent has submitted that the respondent is ready to refund the entire amount paid to him with all good intentions. She has further submitted that she would seek instructions from the respondent and accordingly, will come back with a proper time line as to when the entire payment along with interest will be made but she has not furnished any detail till today.

Thus, in light of the documents placed on record and submission made therein and considering that the respondent has enjoyed the economic benefit of the amount paid by the complainant in lieu of booking of the alleged flat, this Bench in exercise of the powers conferred under Section 18(1)(b), 37 and 38 of the Real Estate (Regulation and Development) Act, 2016 read with Rule 17 and 18 of the Bihar RERA Rules, 2017 directs the respondent company and its Directors to refund the principal amount of Rs.4.75 lakh (Rs.5.00 lakh – Rs.25,000/-) 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 a period of sixty days from the date of issue of this order.

As regards claim for compensation is concerned, 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