

REAL ESTATE REGULATORY AUTHORITY, BIHAR,

Before the Bench of Mr. Ved Prakash,

Special Presiding Officer

RERA/CC/260/2025

Ankush Kumar Complainant

Vs.

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

PROJECT: AGRANI SBI NAGAR

For the Complainant: Smt. Kumari Astha, Wife,

For the Respondent: Mr. Satwik Singh, Representative,

22.01.2026

ORDER

Smt. Kumari Astha, wife of the complainant and Mr. Satwik Singh, legal representative of the respondent, appears through video conferencing.

2. Wife of the complainant submits that the complainant booked Flat no.202 of 1300 sq. ft. on 2nd floor in Block – D with one car parking in the project “ Agrani SBI Nagar” located at Sarari, Danapur, Patna, on consideration amount of Rs.14,00,000/- + GST as applicable + utility charge as applicable vide KYC Sl. no.598 in the year, 2017. Out of the total consideration amount he paid Rs.9,12,000/-, against which the acknowledgement receipts were issued by the respondent, copies of which are kept on record. She further submits that while booking of flat the respondent had assured for delivery of its possession to the complainant within the specified period of time but even after lapse of such a long period of time, the respondent has failed to complete the project and deliver possession of flat. Hence, the complainant filed this complaint seeking direction to the respondent to refund his principal amount.

3. The legal representative of the respondent – company does not dispute booking of Flat no.202 on 2nd floor in Block – D of the above project and payment of Rs.9,12,000/- by the complainant as well as payment receipts and KYC brought on the record by the complainant. On query made by the Bench regarding refund of money, he submits that the respondent is willing to refund the money of the complainant but due to financial crunch being faced by the respondent refund of money to the complainant is getting delayed.

4. Perused the record. The Bench observes that the complainant booked Flat no.202 of 1300 sq. ft. on 2nd floor in Block – D along with one car parking in the above on consideration amount of Rs.14,00,000/- + GST as applicable + utility charge as applicable vide KYC Sl. no.598 in the year, 2017 and out of which he paid Rs.9,12,000/-, against which the acknowledgement receipts were issued by the respondent and the same are kept on record. The Bench further observes that the respondent - promoter neither honoured the commitment made to the complainant of completing the project and handing over possession of the flat within the specified time nor has refunded the principal amount of the complainant when the respondent failed in completing the project and delivering possession of flat. However, the legal representative of the respondent – company during course of submissions through video conferencing submits that the respondent is willing to refund the amount of the complainant but due to financial crunch the money is not being refund by the respondent.

5. In the backdrop of the submissions made on behalf of both the parties and ongoing 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.9,12,000/- to the complainant along with interest at 2% above marginal cost of the lending rate (MCLR) of the State Bank of India on the total principal amount since the date of 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.