

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

RERA/CC/262/2025

Sriranjan Agarwal

....Complainant(s)

Vs

M/s Sai Shrinkhala Developers Pvt. Ltd.

....Respondent

PROJECT- Shubh's Shiv Vatika

For the complainant:

Mr.Mayank Rukhaiyar (Adv.)

For the respondent :

None

10.06.2026

O R D E R

Shri Mayank Rukhaiyar, learned counsel on behalf of complainant is present, but the respondent is absent.

2. The learned counsel for the complainant submits that the complainant on approach of respondent, agreed for purchase of Bungalow no. B-25 in a proposed residential society, namely, Shubh's Sai Sidheshwar Dham, situated at village – Dubhal, Thana no. 328, P.S.- Magadh Medical College, Gaya of the respondent and paid as an advance a sum of Rs. 32,00,000/- (Photocopy of Payment receipts annexed as annexure -1) to the respondent promoter. However, the respondent failed to handover the possession and execute sale deed with respect to the said Bungalow no. B -25 in the said project and respondent informed the complainant that the said project is unlikely to be completed and offered to cancel the agreement and to refund the entire amount. Pursuant thereto, a cancellation agreement was executed between both the parties on 17.06.2022 (Cancellation letter is annexed as annexure 2). The respondent promoter agreed to refund the entire principal amount of Rs. 32, 00,000/-. Later on, the respondent refused to refund the principal amount and offered to adjust the entire amount in another project of the respondent. The complainant having no other option, finally accepted the offer of the respondent promoter and a fresh agreement for sale on 26.06.2024 was registered vide deed no. 8430 for sale of Flat no. 204 on the second floor in

project -Shubh's Shiv Vatika for a consideration of Rs.47,87,500/- (Agreement is annexed as annexure 4).

3. Furthermore, the complainant, on demand issued by respondent promoter, paid an amount of 1,60,000/- towards GST charges on 27.06.2024, 1,25,000/- to the respondent promoter in addition to the principal amount of Rs. 32,00,000/-. The learned counsel for the complainant further submits that the State Bank of India, wherefrom the complainant had applied for loan of Rs. 15,00,000/- raised a preliminary objection with regard to the title of land over which the project in question was to be constructed. The respondent promoter failed to give reply to the queries raised by the Bank. The complainant finally realized that the proposed project is a fake one and the respondent promoter has been giving false assurances with regard to delivery of flat. He further submits that the complainant is, therefore, seeking refund of the total principal amount plus other amounts, as aforesaid, totaling to Rs. 34, 85,000/- along with interest from the date of payment. Further the respondent promoter has acknowledged the payment of money by issuing money receipts of each and every deposit (money receipts annexed as annexure- 2

4. On the other hand, there is no representation on behalf of respondent promoter to counter the claims of the complainant. No written reply has yet been filed on behalf of respondent promoter.

5. Considering the submissions made on behalf of complainant as well as on going through the record, the Bench/Authority is left with no other option but to decide the matter on the basis of material available on record. The Bench observes that the respondent promoter has completely failed to honour the commitments made to the complainant with respect to delivery of flat no. 204 in his project in question. The respondent promoter has neither appeared in the proceeding of the present complaint case nor has filed any written reply. It also appears from the plain reading of the complaint case that the respondent promoter has changed his stand with regard to sale of Bungalow and flat in his project. In such view of the matter, the Bench/Authority has no option but to dispose of the matter by passing a definite order in favour of complainant with respect to refund of

deposits of money as he cannot be compelled to wait for indefinite period.

6. The Bench/Authority observes that the complainant has paid Rs.32,00,000/-for purchase of Bungalow/flat, which find support from ledger account(Anne-1 Series)/Cancellation Letter(Ann-2)/photocopy of cheques (Ann-3 Series)/deed of agreement for sale(Ann-4) receiving letter dated 13.07.2024(Ann-7), Rs.95,760/-and Rs7025 against stamp fee and registration charges of deed of agreement for sale(Ann-4),Rs.1,60,000/-for GST Charges(Ann-5).Accordingly the complainant has paid total principal amount Rs.34,62,785/- to the respondent, which has to be refunded by the respondent.

7. In view of what has been discussed above, the Bench/Authority hereby the directs the respondent promoter through its Managing Director Mr. Nitin Kumar to refund the total deposits of Rs.34, 62,785/- along with interest @ 2 % above the MCLR of State Bank of India, as applicable for three years, from the date of deposits till the final refund of the principal amount within sixty days of the passing of the order.

8. The complainant, if so advised, shall be at liberty to press other claims, if any, which are in the nature of compensation before the Adjudicating Office, RERA, Bihar.

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

Sd/-
(Ved Prakash)
Special Presiding Officer