

REAL ESTATE REGULATORY AUTHORITY, BIHAR,

Before the Bench of Mr. Ved Prakash,
Special Presiding Officer, RERA,

RERA/CC/545/2024

Abhinit Kumar Sunny Complainant

Vs.

M/s Parshuram Construction Pvt. Ltd.Respondent

PROJECT: SIRNEEL MANSION

For the Complainants: Mr. Ishtiyaque Hussain , Advocate

For the Respondent: None

27.08.2025

ORDER

Learned counsel Mr. Ishtiyaque Hussain on behalf of the complainant is present but the respondent is absent. It transpires from the record that the respondent - promoter neither ever appeared before the Conciliation Forum nor appeared before this Bench in spite of reminder notice issued against him.

2.Learned counsel for the complainant submits that vide Agreement For Sale dated 03.06.2020 the complainant had booked Flat no.303 on 3rd floor having super built-up area of 850 sq. ft. along with car parking space on ground floor in the project "Sirneel Mansion" of M M/s Parshuram Construction Pvt. Ltd., situated at Mauza – Shekhpura, District – Patna, on consideration amount of Rs.21,00,000/-, out of which he paid Rs. 4,01,000/- on different dates through cheques dated 03.06.2020, 20.06.2020, 22.09.2020 & 02.10.2020. He further submits that after the last payment made by the complainant on 02.10.2020, the respondent never sent any demand notice with regard to rest amount. When the complainant visited the office of the respondent and enquired about payment of rest installments, the respondent refused to accept remaining installments. He also submits that when the complainant came to know that the said flat has been sold to another buyer, he visited the respondent's office and inquired

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about possession of flat allotted to him, upon which the respondent replied that they will neither handover possession of flat nor would refund of his money. He also submits that prior to cancellation of booking of flat the respondent did not serve any legal notice showing the complainant as defaulter, which is mandatory in the RERA Act, 2016. However, the complainant by filing this complaint has requested for refund of his money along with interest and compensation.

3. Perused the record. The Bench observes that the respondent - promoter neither honoured the commitment made to the complainant of handing over possession of flat nor is showing interest in getting this case disposed of by appearing in the case in spite of reminder notice issued. The Bench further observes from the record that the complainant had entered into an Agreement with the respondent on 03.06.2020 to purchase Flat no.303 in the project – “Sirneel Mansion” and the complainant made total payment of Rs. 4,01,000/- which finds support from the SBI Statements of Account brought on the record. The Bench presumes that the respondent – promoter has nothing to say in this matter and only wants to linger the case so as to harass the complainant further. In such a situation, the Bench is left with no option but to pass the order exparte on merit on the basis of material available on the record as the case cannot be allowed to remain pending for an indefinite period.

4. In the backdrop of the submission made by the complainant’s counsel and on going through the material available on record, the Authority directs the respondent - company and its Managing Director Mr. Rupesh Kumar Jha & Director Mr. Narayan Singh to refund the principal amount of Rs.4,01,000/- to the complainant along with interest at 2% above marginal cost of fund-based lending rate (MCLR) of the State Bank of India since the date

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on which the total amount was paid till the date of refund within sixty days of this order.

5. 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 direction, this case is disposed of.

Sd/-

(Ved Prakash)

Special Presiding Officer, RERA, Bihar.