

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

RERA/CC/277/2025

Rekesh Ranjan

....Complainant(s)

Vs

M/s Ghar Lakshmi Buildcon Pvt. Ltd.

....Respondent

PROJECT- Ghar Lakshmi Milestone

For the complainant:

Mr. Punit Kumar (Adv.)

For the respondent :

None

22.05.2026

ORDER

Hearing is taken up. Shri Punit Kumar, learned counsel on behalf of complainant is present, but none is present on behalf of respondent.

2. The complainant herein intended to buy a flat in pursuance of Memorandum of Understanding dated 18.10.2018 signed between the complainant and respondent promoter. The complainant paid a sum of Rs. 4,60,000/- in two instalments through cheques for purchase of flat no. 402 on 4th Floor of Block-C of the project having super built-up area of 1300 sq.ft. with covered car parking space for a consideration of Rs. 10,00,000/- . The proposed project, namely, Ghar Lakshmi Milestone known as Mega Township is situated at Mauza- Painal, Pargana and survey Thana – Maner, P.S. Bihta, District – Patna. The aforesaid flat was to be handed over to the complainant within 36 months as per the agreement. The complainant, however, was ready to pay the remaining consideration amount to the respondent. The respondent promoter was not responding properly to the query of the complainant as to delivery of possession. The complainant found that no construction work of the Block in which she had booked the flat. The complainant was compelled to send cancellation mail dated 26.03.2025 and requested to refund his booking amount of Rs. 4,60,000/- but respondent promoter did not respond to his request. The complainant is left with no option but to seek refund of the paid amount along with interest.

3. On the other hand, there is no representation on behalf of the respondent. No counter reply has been filed on behalf of respondent. On 06.02.2026, one Sri Sujit Chandra Kesari, an authorized representative on behalf of respondent appeared, but thereafter none turned up on behalf of respondent company.

4. Considering the submissions and arguments advanced by learned counsel for complainant as well as on going through the record, It appears that the complainant has paid a sum of Rs. 4,60,000/- to the respondent promoter through cheques for booking a flat no. 406 in Block –C of the said project. It also appears that no construction work in Block –C has been done despite the lapse of given time. It further appears from the plain reading of the complaint that the respondent promoter is not responding in positive manner to the query of the complainant regarding delivery of possession or refund of the paid amount. In such view of the matter, the Bench finds that the respondent promoter has adopted a dilatory tactic to deceive the complainant.

5. In the light of discussions made hereinabove, the Bench/Authority hereby directs the respondent promoter-cum-Director of the respondent company, Shri Rahul Kumar to refund the principal amount of Rs. 4,60,000/- along with interest within a period of sixty days from the date of passing of the order. The interest shall be @ 2% above the MCLR of State Bank of India, as applicable for three years, from the date of payment till the date of refund.

6. The complainant, if so advised, shall be at liberty to press other relief(s), if any, which are in the nature of compensation, before the Adjudicating Officer, RERA, Bihar.

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

Sd/-

(Ved Prakash)
Special Presiding Officer