

REAL ESTATE REGULATORY AUTHORITY, BIHAR

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

RERA/CC/442/2025

Sanjoy Kumar Chakraborty Complainant

Vs

M/s Maa Kundeshwari Construction Pvt. Ltd. Respondent

Project: Vishwanath Rama Tower

**Present: For Complainant: Mr. Abhinay Priyadarshi, Advocate
For Respondent: Mr. Mukesh Kumar, Advocate**

28/07/2026

ORDER

Hearing taken up. Mr. Abhinay Priyadarshi, learned counsel for the complainant is present. Mr. Mukesh Kumar, learned counsel for the respondent is also present.

When enquired regarding status of the due amount, learned counsel for the respondent submits that presently the Director of the respondent company is out of station and he has assured to make payment of the due amount in the following month.

On perusal of the record of the case, it is clear that despite the matter pertaining to payment of a meagre amount of Rs.2.75 lakh apart from the interest therein, the respondent is not appearing to be diligent in satisfying the complainant. During the last hearing the complainant had requested to take a final decision in this court after which this Bench had given a last opportunity to the respondent to file a written reply but the respondent did not bother to file even a reply to this effect.

This Bench observes that despite several opportunities given to the respondent, he has failed to handover the possession of the said flat or voluntarily refund the money paid to him by the complainant. This Bench, therefore, feels that the complainant cannot be made to suffer for an indefinite period and hence, in the interest of justice, order is being passed on the basis of documents available on record.

Perused the entire record of the case including the documents submitted by the complainant. On perusal of the record, it is observed that the complainant had booked a flat in the said project and had paid a total amount of Rs.3.75 lakh in the year 2022 itself. The respondent has refunded an amount of Rs.1.00 lakh to the complainant. It is also clear that the booking was done way back in the year 2022 but even after a lapse of three years, the respondent neither handed over the possession of the said flat nor voluntarily refunded the entire paid amount to the complainant. Nevertheless, it is clear that the respondent has enjoyed full economic benefit out of the amount paid by the complainant to the respondent company for the entire period from the date of payment till the present day and he is, therefore, entitled for getting refund of the remaining amount along with due interest as per the provisions of law.

Thus, in light of the documents placed on record and submissions made therein and also considering the fact that the respondent has enjoyed full economic benefit of the amount paid by the complainant in lieu of the booking of the alleged flat, this Bench hereby directs the respondent company and its Directors to refund the remaining principal amount of Rs.2.75 lakh to the complainant along with interest on the entire amount of Rs.3.75 lakh @ 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 sixty days of the date of issue of this order.

As regards the claim for compensation, 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