

REAL ESTATE REGULATORY AUTHORITY, BIHAR,

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

RERA/CC/341/2024

Mrs. Veena Kumari Complainant

Vs.

M/S Ghar Lakshmi Buildcon Pvt. Ltd. Respondent

PROJECT: SARITA KUNJ PHASE -1.

For the Complainant: In person

For the Respondent: None,

29.08.2025

ORDER

The complainant and her husband Mr. Manoj Kumar are present but the respondent is absent. It transpires from the record that in most of the proceedings before the Conciliation Forum Bench the respondent also chose to remain absent.

2. The complainant submits that vide Agreement For Sale dated 18.07.2019 she had booked Flat no.405 in Block –B having carpet area of 799.05 sq. ft. and Balcony 41.261 sq. ft. on 4th floor along with car parking space on ground floor in the project – “Sarita Kunj Phase -1” of M/S Ghar Lakshmi Buildcon Pvt. Ltd. situated at Mauza – Bhogipur, P.S. Ramkrishna Nagar, District – Patna, on consideration amount of Rs.21,00,000/- which was paid by her through cheques and the said fact is also incorporated on page 7 of the Agreement For Sale. She further submits that she made payment of entire money before the Agreement only in hope that possession of flat would be delivered within the specified period of time by October, 2019 but till date neither project has been completed nor possession of flat has been delivered and she has lost all hope of delivery of possession of flat in future. Hence, she has filed this case for refund of money along with interest.

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3. One of the Directors of the respondent - company in the proceedings dated 27.11.2024 & 15.01.2025 before the Conciliation Forum had appeared and expressed willingness to refund the principal amount of Rs.21,00,000/- which was paid against booking of Flat no.405 in Block – B of the above project but thereafter neither in the proceedings dated 15.02.2025, 08.03.2025, 29.03.2025 & 04.07.2025 before the Conciliation Forum nor before this Bench the respondent appeared.

4. Perused the record. The Bench observes that the respondent - promoter neither honoured the commitment made to the complainant of handing over possession of the flat nor is showing interest in getting this case disposed of by appearing in the case in spite of notice and reminder notice issued to him. The Bench further observes from the record that the complainant had entered into an Agreement For Sale with the respondent on 18.07.2019 to purchase Flat no.405 and made payment of consideration amount of Rs.21,00,000/- and the said fact was also not disputed by the respondent in the proceeding dated 27.11.2024 & 15.01.2025 before the Conciliation Forum, rather he expressed willingness to refund the aforesaid amount to the complainant. 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.

5. In the backdrop of the submission made by the complainant and on going through the material available on record, the Authority directs the respondent - company and its Managing Director Mr. Manoj Kumar to refund the principal amount of Rs.21,00,000/- to the complainant along with interest at 2% above marginal cost of fund-based lending rate (MCLR) of the State Bank

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of India since the date on which the amount was paid 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 direction, this case is disposed of.

Sd/-

(Ved Prakash)

Special Presiding Officer, RERA, Bihar.