REAL ESTATE REGULATORY AUTHORITY, BIHAR

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

RERA/CC/289/2024

Abhijeet Singh & anr. …...Complainants

Vs

M/s Dhruv Iconic Pvt. Ltd. …..Respondent

Project: Icon Residency

Present: For Complainant: Mr. Ankit Kumar Singh, Advocate
For Respondent: None

27/04/2026 **O R D E R**

The matter was last heard on 28.01.2026 when Mr. Ankit Kumar Singh, learned counsel appeared on behalf of the complainants. None appeared on behalf of the respondent.

The case of the complainants is that the complainants booked a plot bearing Plot No.D-57 measuring 2000 sq.ft. in the project named Icon Residency, Phase-1 and paid a booking amount of Rs.11,000/- to the respondent on 28.09.2023 for which a money receipt was issued. The respondent asked the complainants to visit the site and the complainants visited the site in December, 2023 and thereafter they were given the property documents of the said plot No.D-57, situated at Naubatpur in Khata No.109, Khesra No.1718. On being asked by the respondent to pay the amount of 1st instalment, the complainants paid Rs.3.80 lakh to the respondent through transfer on 21.12.2023. The complainants thereafter entered into a Plot Buyer's Agreement with the respondent on 03.01.2024 for plot no.57, Block-D, admeasuring an area of 2500 sq.ft. in Mauza Ibrahimpur, Circle Office Naubatpur, Patna which was to be handed over before 31.12.2024. Thereafter the respondent informed the complainants that they have changed the allotted plots and now the new plots are situated at Khata no. 795, Khesra No.1723 in Naubatpur, Patna. When the complainants asked them for the documents for verification of the newly allotted plots, they refused to give the same on one pretext or the other. Being aggrieved, the complainants sent a letter through email to the respondent on 18.03.2024 requesting them to cancel the booking and refund the paid amount of Rs.3.91 lakh but they did not pay any heed to the said request. Thereafter the complainants have filed this complainant and prayed for a direction to the respondent to refund the entire amount along with interest @ 18% per annum with compensation.

The complainants have placed on record a copy of the advertisement, money receipt, Bank statement, plot Buyers agreement dated 03.01.2024 and the cancellation letter dated 18.03.2024 sent at the email I/D of the respondent company.

After issuance of notice, the respondents have appeared but they have not filed any reply. In compliance of the direction of this Bench dated

28.01.2026 the complainant has filed a written notes of argument but the respondent has not filed any written notes of argument till date. This Bench observes that the respondent has kept the complainants' matter pending without either handing over a plot or voluntarily refunding the money. This case cannot be kept pending and the complainants cannot be made to suffer for an everlasting period. Therefore, this case is being disposed of on the basis of material available on record.

During the hearing the learned counsel for the complainants has submitted that the complainants had booked a plot bearing plot No.D-57 in Icon Residency, Phase-I which was actually owned by M/s Dhruv Iconic Pvt. Ltd and accordingly, a total amount of Rs.3.91 lakh was paid to the respondent company but the respondent company neither gave the said plot no.D-57 which was booked nor gave any other suitable plot in lieu of the original plot and also they have not made any refund of the paid amount. Therefore, the complainants have prayed for a direction to the respondent company for making refund of the entire amount paid to the respondent company along with interest as per the provisions of law.

During the hearing learned counsel for the respondent submitted that the statement of the complainant is incorrect as M/s Dhruv Iconic Pvt. Ltd. has sold only Icon Residency whereas Phase-I is owned by some other party. However, he failed to disclose as to who is the actual developer of the project in the name of Icon Residency, Phase-I. He asked for exonerating him from the charges put forth against him by the complainant and take necessary action against the actual defaulter of the project Icon Residency, Phase-1. He also submitted that he has a Bank account in the Union Bank, whereas the payment as claimed to have been made by the complainant has been done in Axis Bank.

Learned counsel for the complainant, however, denied the above statement saying that both the Icon Residency and Icon Residency, Phase-1 is being developed by M/s Dhruv Iconic Pvt. Ltd.

This Bench vide its order dated 28.01.2026 directed the Registration Wing to verify the details pertaining to Icon Residency, Phase-I and submit a verification report as to who was the actual developer of the said plot. In compliance of the said order the Registration Wing has submitted its report stating that 'as per the data available on the website, no project named 'Icon Residency, Phase-I' is registered with the Authority.

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 plot and had paid a total amount of Rs.3.91 lakh, which is also clear from the transaction receipt and the Bank statement of ICICI Bank. It is also clear from the written notes of argument filed by the complainant that since the plot was not provided to the complainants, the complainants have cancelled their bookings and prayed for refund of the entire amount along with interest as per the provisions of law.

On perusal of the record it is clear that the respondent named Dhruv Iconic Pvt. Ltd. has got the registration of a project named Icon Residency for

the plotted development on 03.07.2020. The email I/D of the respondent is info@dhruviconic.com on which the email pertaining to the cancellation done by the complainants has been sent. The said mail was never denied/ controverted by the respondent. Also the statement of the respondent that he has not developed the plotted development project in the name of Icon Residency Phase-I cannot be accepted as the name of the project developed and registered with RERA was also for plotted development in the same name of Icon Residency but not mentioning Phase-I in the name.

It is thus clear that the respondent has sold plots in the name of Icon Residency, Phase-I in violation of the provisions of RERA Act as no action has been taken by the respondent against the promoter of Icon Residency, Phase-I for not only using the same name of its registered project but also using almost similar monogram as its own. Even during the hearing the respondent has failed to divulge as to who was the actual developer/ promoter of the impugned project named Icon Residency, Phase-I. It is thus clear that the respondent has neither handed over the booked plot to the complainants nor voluntarily refunded the paid amount to the complainants. 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, liable to refund the entire 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 booking of the alleged flat, this Bench hereby directs the respondent company and its Directors to refund the entire principal amount of Rs.3.91 lakh to the complainant along with interest @ 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.

The Compliance Wing of the Authority is directed to initiate a Section 3 violation case against the respondent for selling plots without registration in contravention of the provisions contained in Section 3 of the Real Estate (Regulation and Development) Act, 2016.

In case of claim for compensation, the complainants are 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. The complainants are also at liberty to institute a case before the rightful authority against the respondent for any other claim in his favour.

With these directions and observations, the matter is disposed of.

Sd/-

(Sanjaya Kumar Singh)
Inquiry Commissioner,
RERA, BiharS