

REAL ESTATE REGULATORY AUTHORITY, BIHAR
Before the Bench of Hon'ble Inquiry Commissioner, Mr. Sanjaya Kumar Singh, RERA,
Bihar

RERA/CC/35/2026

Amar Kumar

.....Complainant

Vs

M/s Sanrachna Homes Pvt. Ltd.

.....Respondent

Project: Sanrachna Heights

Present: For Complainant: In person
For Respondent: None

29/07/2026

ORDER

Hearing taken up. The complainant is present in person. The respondent is absent.

During the previous hearing too, the respondent was absent though specific direction was given to him for refunding the entire amount. The complainant submits that on one side the respondent is taking a plea about the fact that since the complainant did not pay the required amount, hence he did not enter into a registered agreement for sale with the complainant and on the other side, the respondent for no reason at all despite enjoying the benefit of the amount paid to him is bent upon for deduction of 10% of the booked amount on the basis of an agreement for sale which is not at all existing on this present day. He, therefore, requests for a strict direction to the respondent for refund of the entire amount paid by the complainant to him along with interest thereby as per the provisions of law.

On perusal of the record of this case, this Bench observes that this is the 5th date of hearing and the respondent has been absent on three dates including today. The respondent was present through his learned counsel Mr. Shaurya Kashyap during the hearing held on 07.05.2026 and it was clear by the very statement averred by the learned counsel for the respondent during the hearing held on 07.05.2026 wherein he had acknowledged the receipt of Rs.10.00 lakh from the complainant and he had also mentioned that the respondent had paid Rs.50,000/- as GST for the money kept in the Bank account of the respondent. The respondent was asked to furnish details of the same as an evidence in his favour to prove that the amount of Rs.50,000/- as GST had been paid by him but till date the respondent has failed to furnish any concrete evidence in favour of his submission regarding the payment of GST. This makes it clear that the respondent on one side did not enter into any agreement for sale with the complainant and on the other side, for this reason when the complainant is asking for refund of the entire amount as he is apprehensive whether the said flat shall ever be handed over to him by the respondent. The Bench, therefore, observes that the complainant cannot be made to suffer for an indefinite period. It is also clear that the respondent has kept the money paid by the complainant to him in his Bank account and has enjoyed the economic benefit out of the said

money. Hence, in the interest of justice, the order is being passed on the basis of documents available on record.

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 total principal amount of Rs.10.00 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 from 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