

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**

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

**RERA/CC/295/2024**

**Rashmi Priya**

**.....Complainant**

**Vs**

**M/s Ashirwad Engicon Pvt. Ltd.**

**.....Respondent**

**Project: IOB Galaxy**

**Present: For Complainant: Mr. Santosh Satiyarathi, Advocate**

**For Respondent: None**

**18/03/2026**

**ORDER**

Hearing taken up. Mr. Santosh Satiyarathi, learned counsel for the complainant is present but the respondent is absent.

Learned counsel for the complainant submits that the complainant entered into an Agreement for Sale with the respondent on 12.05.2015 to purchase a 3-BHK Deluxe flat having carpet area of 950 sq.ft. and super built up area of 1370 sq.ft. with amenities as mentioned in the agreement along with a car parking in the project 'IOB Galaxy' located at Painal, P.S. Bihta, District Patna for a consideration amount of Rs.5.51 lakh which was paid by the complainant on 12.05.2015 to the respondent and the said fact was mentioned in the agreement. The complainant has also placed on record a copy of the money receipt of Rs.5.51 lakh. The complainant in the complaint petition has prayed for possession of the flat.

In spite of issuance of notice to the respondents, they have remained absent and have failed to file a reply.

The complainant files a petition stating therein that the present complaint has been filed by the complainant seeking delivery of possession of the flat in terms of the agreement for sale dated 12.05.2015 executed between the parties but the respondents have expressed their inability to handover the possession of the booked flat and have shown willingness to refund the deposited amount along with interest. In such circumstances, the complainant prays for a direction to the respondent to refund the entire amount paid to the respondent along with interest and compensation.

On perusal of the record of this case it is clear that the respondent company has failed to hand over the possession of the flat and has enjoyed the economic benefit out of the amount paid to him by the complainant and the respondents are, therefore, liable for payment of Rs.5.51 lakh along with due interest as per the provisions laid in the Real Estate (Regulation and Development) Act, 2016.

Thus, in light of the documents placed on record and submissions made hereinabove and also considering the fact that the respondent has enjoyed the

economic benefit out 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 amount of Rs.5.51 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 the booking till the date of refund within sixty days from the date of issue of this order.

As regards claim for compensation is concerned, 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