

REAL ESTATE REGULATORY AUTHORITY, BIHAR
Before the Bench of Mr. Ved Prakash,
Special Presiding Officer

RERA/CC/297/2024

Archana Agarwal and others

....Complainant(s)

Vs

M/s Agrani Homes Pvt. Ltd.

....Respondent

PROJECT- Agrani IOB Nagar Block -E

For the complainant:

Mrs. Kriti Suman(Adv.)

For the respondents:

Mr, Alok Kumar, Director

21.05.2026

ORDER

Learned counsel, Mrs. Kriti Suman on behalf of the complainant and Mr. Alok Kumar Director of respondent company appear through video conferencing.

2. The learned counsel for the complainant submits that the complainant booked a residential flat No.206 in Block E of the project namely, Agrani IOB Nagar on consideration of Rs. 10,00,000/- in the year 2012 out of which the complainant paid Rs.9,56,985/- to the respondent in different installments, receipts of which are placed on record as Rs.10,000/- cash on 07.08.2012, Rs.3,01,976/-cash on 08.08.2012, Rs.5,77,009/-on 20.10.2012 through cheque and further Rs.68,000/- cash on 24.12.2012. He further submits that the respondent promoter assured the complainant to complete the project and deliver possession at earliest, but he failed to complete the project .She further submits that the respondent failed to honor the commitments including entering into agreement for sale as well as delivery of possession of the flat to the complainant. She further submits that previously the complainant has sought relief for the refund of principal amount, but taking into circumstances of financial situations the complainant has changed her relief and now willing by filing amendment petition dated for the delivery of possession of the flat and for which she is ready to pay the remaining consideration.

3. Though the Director of the respondent company has not filed reply, but on 09.10.2025, 13.11.2025, 08.01.2026, 05.02.2026, 16.04.2026 he

repeatedly submitted that delivery of possession of flat is not possible as the complainant has cancelled the allotment /booking of the flat and thereafter the association of allottees has taken over the construction work of the Block E of the project under the provisions of Section 8 of RERA Act 2016, hence instead of delivery of possession of flat, he is ready to refund the principal amount Rs.9,56,985/-. He further submits that due to paucity of fund at this stage, he is unable to refund the principal amount, but as the properties of the company have attached by the Authority, hence on auction/ sale of said attached properties, the principal amount may be paid to the complainant.

4. On basis of submissions made on behalf of both the parties as well as on going through the record, Bench/Authority observes that the project got stuck in the mid way due to latches on part of the respondent. It also appears from the submissions on behalf of respondent promoter that he has not disputed on the quantum of the principal amount Rs.9,56,985/-and further he is ready to refund the principal amount, but due inability, ,he is not in position to refund the amount at once. The Bench /Authority further observes that since the construction of Block E of the project delayed to default on part of the respondent, he is liable to pay interest on the principal amount.

5. In such view of the matter, this Bench/Authority directs the respondent promoter through its Director, Mr. Alok Kumar to refund the principal amount Rs.9, 56,985/- to the complainant along with interest on total Principal amount @ 2% above the MCLR of State Bank of India, as applicable for three years since the date of payment till refund of the principal amount, within a period of sixty days from the date of passing of the order.

6. The complainant, if so advised, is at liberty to press other claims, if any, which are in the nature of compensation before the Adjudicating Officer, RERA, Bihar.

With these observations/directions, this case is disposed of.

Sd/-
(Ved Prakash)
Special Presiding Officer