

REAL ESTATE REGULATORY AUTHORITY, BIHAR,

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

RERA/CC/331/2023

Vibha Mishra Complainant

Vs.

M/s Aditya Bhaskar Infra & Services Pvt. Ltd. & Ors.Respondents

PROJECT: SUNDAR CITY

For the Complainant: Mr. Ishtiyaque Hussain, Advocate

For the Respondent: Mr. Ankit Kumar, Advocate

30.07.2025

ORDER

Learned counsel Mr. Ishtiyaque Hussain on behalf of the complainant and learned counsel Mr. Ankit Kumar on behalf of the respondent company are present.

2. Learned counsel for the complainant submits that the complainant booked a plot of 1200 sq. ft. bearing plot no.B27 in the proposed project "Sundar City Phase - II" situated at Mauza – Kutlupur, Maner, Bihta, Patna, vide Booking Form dated 21.11.2018 on consideration amount of Rs.6,50,100/- out of which the complainant paid Rs.3,02,000/- on 21.11.2018, 15.06.2020 & 26.07.2021, against which the respondent issued payment receipts which are kept on record and marked as Annexure -1 series. Thereafter, an Agreement For Sale was executed between the complainant and the respondent on 15.06.2020, wherein it was specifically stated that delivery of possession of plot will be made by 21.11.2020 but it is surprising enough that even after lapse of long period of time neither development work of the project has been started nor delivery of possession of plot has been given to the complainant. The complainant being fed up with the behavior of the respondent sent application dated 21.11.2022 for cancellation of booking and refund of her entire amount at the earliest, upon which the respondent – promoter has refunded Rs.2,27,000/- in installments after filing of the complaint case. The remaining amount of Rs.75000/- has still not been refunded in

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spite of assurance given by the respondent's counsel during the proceeding dated 27.06.2025.

3. Learned counsel for the respondent submits that the respondent – promoter is willing to refund the remaining amount as early as possible.

4. Perused the record. The Bench observes that the respondent - promoter did not honour the commitment made to the complainant of completing the project work and handing over of possession of plot to the complainant within the specified time. However, the respondent – promoter is ready to refund the remaining amount of Rs.75000/- as early as possible.

5. Taking into consideration the submission of the parties and on going through the material available on record, the Bench directs the respondent - company and its Director Mr. Prashant Kumar to refund the remaining amount of Rs.75,000/- to the complainant along with interest at 2% above marginal cost of lending rate (MCLR) of the State Bank of India on the total principal amount since the date of its payment till the date of refund within sixty days of this order.

With the aforesaid observations and directions, this case is disposed of.

Sd/-

(Ved Prakash)

Special Presiding Officer, RERA, Bihar.