

**REAL ESTATE REGULATORY AUTHORITY, BIHAR,**

Before the Bench of Mr. Ved Prakash,

Special Presiding Officer

**RERA/CC/46 & 47/2024**

Manvendra/ Gaurav Lall .... Complainants

Vs.

M/s Bhaskar Infra & Service Pvt. Ltd. & Anr. ....Respondents

**PROJECT: SUNDER CITY**

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For the Complainants: Mr. Ishtiyaque Hussain , Advocate

For the Respondents: Mr. Ankit Kumar, Advocate

**30.07.2025**

**ORDER**

Learned counsel Mr. Ishtiyaque Hussain on behalf of the complainants and learned counsel Mr. Ankit Kumar on behalf of the respondents are present.

2. Learned counsel for the complainants submits that the complainant Manvendra booked plot no.01 of 1500 sq. ft and the complainant Gaurav Lall plot no.25 of 1500 sq. ft. in the proposed "Sunder City" situated at Pilap, P.S. Bihta, District – Patna, vide Agreement For Sale dated 27.09.2022 on consideration of Rs.10,12,500/- each out of total consideration amount each of the complainants paid Rs.4,00,000/- on 17.01.2021, 30.01.2021, 13.02.2021 & 05.08.2021, against which the respondents issued payment receipts to each of the complainants which have kept on record and are marked as Annexure 2 series. He further submits that in paragraph -3 of the Agreement it is clearly mentioned that the respondent will construct boundary wall, street light, drainage system etc. within a period of nine months but it is surprising enough that even after passing of three years no development work has taken place. The complainants being fed up with the intention and false promises of the respondent sent letter on 18.10.2022 for cancellation of booking and refund of money but no response was given by the respondents. Hence, the complainants filed these complaints for a direction to the respondents to refund his principal amount along with

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interest. Lastly, he submits that during pendency of these cases the respondents have refunded Rs.2,65,000/- out of principal amount of Rs.4,00,000/- to the complainant Manvendra and Rs.2,35,000/- out of principal amount of Rs.4,00,000/- to the complainant Gaurav Lall and still Rs.1,35,000/- of the complainant Manvendra and Rs.1,65,000/- of the complainant Gaurav Lall are to be refunded.

3. Learned counsel for the respondents does not dispute about booking of plots by the complainants and the payments of Rs.4,00,000/- by each of them to the respondents. He further submits that the respondents have already refunded Rs.2,65,000/- out of principal amount of Rs.4,00,000/- to the complainant Manvendra and Rs.2,35,000/- to the complainant Gaurav Lall out of principal amount of Rs.4,00,000/-. He further submits that the respondents are willing to refund the remaining amount of the complainants as early as possible.

4. Taking into consideration the submission of the parties and on going through the material available on record as well as considering the fact that in spite of providing sufficient time to the respondents to make payment of remaining amount to the complainants, the same has not been made so far, the Bench directs the respondent - company and its Director Mr. Prashant Kumar to refund the remaining amount of Rs.1,35,000/- to the complainant Manvendra and Rs.1,65,000/- to the complainant Gaurav Lall 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 directions, this case is disposed of.**

**Sd/-**

**(Ved Prakash)**

Special Presiding Officer, RERA, Bihar.