

REAL ESTATE REGULATORY AUTHORITY, BIHAR

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

RERA/CC/307/2023

Sujeet Kumar		Complainant
	Versus	
M/s RD Eco Developers Pvt. Ltd.	...	Respondent

Project: **RAM SWAROOP APARTMENT**

Present: For Complainant: In person

For Respondent: Mr. Sumit Kumar, Advocate

21.05.2026

ORDER

1. Hearing taken up. Mr. Sujeet Kumar, the complainant, is present in person. Learned counsel Mr. Sumit Kumar appears on behalf of the respondent
2. The complainant reiterates his statement made during the earlier proceeding mentioning that he had paid total amount of Rs.20,00,000/- out of which Rs.10,00,000/- was paid through cash and other Rs.10,00,000/- was paid through cheque on 12.07.2022 for booking of Flat No.304 in the project named Ram Swaroop Apartment. He also submits that despite receiving the payment of Rs.20,00,000/-, the respondent neither has entered into a formal agreement for sale with him for the said booking nor has refunded the full amount as yet. He also submits that till date an amount of only Rs.10,00,000/- has been refunded to him and that too after a lapse of a period of nearly three years.
3. Learned counsel for the respondent submits that the complainant has failed to submit any documentary evidence for the amount of Rs.10,00,000/- paid in cash. He also submits that Rs.10,00,000/- which was paid through cheque has already been refunded to the complainant.
4. The complainant submits that though he has no formal receipt regarding money paid in cash but the said cash amount was acknowledged in writing by a staff of the respondent-company. He also submits that as regards the amount of Rs.10,00,000/- paid through cheque, it is clear from the bank statement that the money was debited from his account on 12.07.2022 and was returned back and credited into his account on 10.03.2025.

5. The complainant has also submitted a rejoinder in which he has referred to the judgment of the Hon'ble Supreme Court in the case of *Rajnish Sharma Vs. M/s Business Part Town Planners Ltd* reported in 2025 INSC 1148 (1) wherein the Hon'ble Supreme Court has observed that since the respondent in that matter had kept the money with himself, hence the respondent was not only liable for payment of interest at the rate of 9% per annum as awarded by the NCDRC on the contrary the complainant was eligible for getting the interest at the rate of 18% per annum which was to be paid within a period of two months from the date of the order of the Hon'ble Supreme Court. He, therefore, submits that he should also be paid the interest in the line of the order of the Hon'ble Supreme Court.

6. Learned counsel for the respondent submits that the respondent is ready to pay the interest as per the provisions of law. However, since no formal agreement for sale was executed between the parties concerned, hence the rate of interest as demanded by the complainant is not justified. He also submits that the complainant may approach the respondent directly and show him the proof of payment of Rs.10,00,000/- in cash and, accordingly, settle the issue on mutual basis because the complainant does not have any valid evidence for the same.

7. After perusing the record and hearing the submissions of both the parties, it is clear that the respondent has acknowledged the receipt of Rs.10,00,000/- through bank account and has refunded the said amount of Rs.10,00,000/- in the account of the complainant. Hence, it is clear that the respondent has enjoyed the full benefit of the amount kept with him in lieu of booking of the said flat. On perusal of the bank statement submitted by the complainant, it is also clear that a total amount of Rs.10,00,000/- had been debited from the bank account of the complainant on 12.07.2022 for being deposited in the bank account of the respondent. The said amount of Rs.10,00,000/- was refunded back in the bank account of the complainant by the respondent on 10.03.2025.

8. This Bench, therefore, observes that since the said amount of Rs.10,00,000/- was kept with the respondent in his bank account out of his own interest without executing any agreement for sale or without voluntarily refunding the said amount immediately after receipt of the same, hence the respondent is liable for payment of interest of Rs.10,00,000/- from 12.07.2022 till 10.03.2025 as per the provisions of law

9. This Bench, therefore, hereby directs the respondent company and its Directors to refund the interest accrued over the total amount of Rs.10,00,000/- at the rate of 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 payment till the date of refund i.e. from 12.07.2022 till 10.03.2025.

10. This Bench also deems it pertinent to direct both the respondent and the complainant to sit together and resolve the issue as far as claim of the complainant for payment of Rs.10,00,000/- in cash is concerned. Since the complainant could not furnish any valid receipt duly acknowledged by the respondent regarding the same, therefore, it is left to both the parties to mutually settle this issue at their own end.

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

Sd/-

(Sanjaya Kumar Singh)
Inquiry Commissioner
RERA, Bihar.