

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

RERA/CC/340/2019

Manoj Kumar Complainant

Vs.

M/s Galaxia Township & Housing Pvt. Ltd.Respondent

PROJECT: VRINDAVAN

For the complainant: Mr. Ishtiyaque Hussain, Advocate

For the respondent no.1: None

For the Respondent nos. 2 & 3: Sri Ashutosh Chaturvedi

15.10.2025

ORDER

Learned counsel Mr. Ishtiyaque Hussain on behalf of the complainant and Mr. Ashutosh Chaturvedi, landowner of the project, are present but the promoter - respondent no.1 is absent.

2(i) Learned counsel for the complainant submits that on 03.10.2016 the complainant booked Plot no. D-209 in the project "Vrindavan" of M/s Galaxia Township & Housing Pvt. Ltd., on consideration amount of Rs.5,98,907/-, which was paid by the complainant to the respondent – company and the respondent - company issued acknowledgement receipts, which are kept on record. He further submits that when the complainant did not find any progress in the project and the respondent - promoter did not execute the Deed of Conveyance, he made an application dated 09.02.2019 to the respondent – promoter to refund his money but the respondent – promoter did not refund his money.

2(ii) Learned counsel for the complainant also submits that the complainant has filed amendment petition and has stated therein that the complainant agreed to purchase the plot as stated in the brochure i.e. Plot no.D-29 of 1000 sq. ft., on which flat was to be developed and the developer agreed to transfer the same in favour of the complainant. The complainant at the time of booking made payment of Rs.25,460/- and thereafter full amount

/2/

of Rs.5,98,907 was paid by him and the respondent - promoter issued payment receipts. It is also stated that in spite of getting payment the respondent – promoter did not issue offer letter for registration of booking of plot, over which flat was to be developed, and, in the meantime, landowner Ashutosh Chaturvedi of the project sent letter to the complainant on 25.08.2018 stating therein that the Development Agreement dated 11.12.2015 executed with the respondent – developer came to an end so rest installments would be paid to the landowner, upon which the complainant sent letter to the respondent - promoter for refunding of his amount of Rs.5,98,907/- which was transferred in the account of the said developer but the respondent – promoter did not pay heed to the request of the complainant and ultimately the present complaint was filed.

2(iii) Learned counsel for the complainant further submits that earlier this case was finally heard by the Authority and vide order dated 09.09.2022 this case was disposed of with direction to the respondent – company and its Directors as well as landowner Ashutosh Chaturvedi and others to refund the principal amount of Rs.5,98,907/- along with interest at the marginal cost of SBI MCLR as applicable for three years +3% within 60 days of issue of this order. He further submits that the said order was challenged in Appeal before the Real Estate Appellate Tribunal by the respondent – landowner and the Tribunal vide order dated 20.02.2023 in REAT Appeal Nos.65/2022, 66/2022 & 67/2022 remanded back the matter to the Authority to hear the matter afresh and pass orders in accordance with law preferably within 30 days. Hence, this case again came to be listed before the Authority.

3. The landowner submits that this complaint has been filed only against the respondent – promoter but, later on, he as respondent no.2 and respondent no.3, landowners, have been impleaded in this case as party respondents on the basis of an

/3/

application dated 15.05.2019 filed by the complainant. He further submits that an agreement dated 11.12.2015 was signed between him and the respondent – promoter for his 10 acres of land @ Rs.293 per sq. ft., total of which comes to Rs.12,76,30,8000/-. The said amount was to be paid in five equal installments of Rs.255,26,160/- within 30 months from the date of Agreement and altogether a sum of Rs.1,21,14,000/- was paid by the respondent – promoter to the landowner upto 31.12.2016 and thereafter the respondent - promoter was to pay 2nd installment within a year but the respondent – promoter failed in making further payments. He further submits that in the Agreement the landowner nowhere is shown to be involved either in profit or loss of the project and the project in question was not joint venture. He further submits that in this case the respondent - company had received the amount from the prospective buyers including the complainant but the said money was diverted and misappropriated by the company and its Director. He also submit that there is no material evidence to show that the amount either in cash or cheque was handed over by the complainant to the landowner. Lastly, the landowner submits that the respondent – promoter has been just trying to befool and cheat everyone and is avoiding to appear and establish his case by filing supporting material evidence.

4. Learned counsel on behalf of the respondent – promoter no.1 used to appear till 16.10.2023 but thereafter neither the respondent – promoter nor his counsel appeared in this case. In the proceeding dated 16.10.2023 learned counsel for the respondent no.1 submitted that the land is not in planning area and the land is in possession of respondent no.2 -. The respondent no.1 did not take money from the complainant but he transferred money of the complainant to the respondent no.2, landowner.

5. Heard learned counsel for the complainant and the landowners and perused the record. The Bench observes

/4/

that the promoter- respondent no.1 had entered into a Development Agreement dated 11.12.2015 with the landowner – respondent no.2 for development of 10 acres of land of the landowner - respondent no.2 on consideration amount of Rs.12,76,30,8000/-, which was to be paid by the respondent - promoter within 30 months from the date of Agreement and altogether a sum of Rs.1,21,14,000/- was paid to the landowner upto 31.12.2016 but thereafter the respondent- promoter failed in making payment of another installment. The Bench further observes that after Development Agreement the respondent – promoter started booking plot/s to the prospective buyers including the complainant. The Bench also observes that the respondent promoter has failed in bringing any paper on record to show that in the Agreement the project in question has been shown to be a joint venture of the landowner and the respondent – promoter or the land owner has been shown to be involved either in its profit or loss of the business. The Bench also observes that the respondent promoter has also failed in bringing any material evidence to show that the amount either in cash or cheque was handed over to the landowner by the complainant, rather in the amendment petition the complainant has stated that the payment made by him was credited to the account of the respondent - builder. The Bench also observes that the amount of Rs.1,21,14,000/- paid to the landowner upto 31.12.2016 was part of the total consideration value of Rs.12,76,30,8000/- of 10 acres of land as per Agreement dated 11.12.2015. Thus, the Bench holds that the respondent – promoter is accountable to refund the amount of Rs.5,98,907/-, which was received by him from the complainant against booking of Plot no . D-209 in the project “Vrindavan” and the amendment petition of the complainant also shows that it was the respondent – promoter who got the amount from the complainant credit to his Bank account.

/5/

6. Taking into consideration the aforesaid facts and the observations made above, the Bench directs the respondent – company and its Managing Directors Sri Jitendra Tiwary to refund the principal amount of Rs.5,98,907 to the complainant along with interest at 2% above marginal cost of the lending rate (MCLR) of the State Bank of India on the total principal amount since the date of payment till the date of refund within sixty days of this order.

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

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

**Sd/-
(Ved Prakash)
Special Presiding Officer**