

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

RERA/CC/344/2025

Ajay Kumar Singh

....Complainant(s)

Vs

M/s Agrani Homes Pvt. Ltd.

....Respondent

PROJECT- IOB (R to U)

For the complainant:

Mr. Sharad Shekhar with Mr. Mukesh
Kumar (Adv.)

For the respondent :

Mr. Alok Kumar (Director)

12.03.2026

14.05.2026

O R D E R

Hearing is taken up. Shri Sharad Shekhar, learned counsel on behalf of complainant is physically present, but Shri Alok Kumar, Director of the respondent company appears through video conferencing.

2. The learned counsel for complainant submits that the complainant booked a flat bearing no. 204 on 09.09.2016 on 2nd floor, Block-B of the project, namely, P.G. Town, situated at Sarari, Danapur for a total consideration of Rs. 16,72,000/- and further, on request of the complainant, the respondent transferred his allotment to the project, namely, IOB Nagar, U Block at Danapur. Learned counsel for complainant further submits that the complainant paid a total sum of Rs. 9,00,000/- out of total consideration amount of Rs. 16,72,000/-. Learned counsel further submits that the complainant, believing upon the assurances of the respondent promoter, made payments of the principal amount of Rs. 9,00,000/- in installments on various dates for purchase of the said flat. The payment receipts are already on record that shows that genuineness of the transactions. Despite repeated requests made by the complainant, neither the construction of the flat has been completed nor the possession of flat has been handed over to the complainant. Thereafter, the complainant requested the respondent promoter for refund of the paid amount in case of non-completion of the project in which the complainant had booked his flat. The complainant

through this complaint case has sought relief of refund of the paid amount of Rs. 9,00,000/- with interest.

3. On the other hand, Shri Alok Kumar, the Director of the respondent company appearing through video conferencing does not contradict the submissions of the complainant. When the Bench asked him to settle the dispute by making refund of the paid amount to the complainant, he simply expressed his financial difficulty. He replied that he was not in a position to either handover the possession of flat in question or to refund the paid amount to complainant at present juncture.

4. Considering the submissions made on behalf of the parties as well as on going through the record, it appears that despite the KYC executed between the parties on 09.09.2016, the respondent promoter did not honour the promises made to complainant regarding handing over possession of Flat in his project, IOB Nagar. It is also evident from perusal of the record that the respondent received a good deal of amount from the complainant in lieu of the booked flat in his project. While entering into the deal through KYC, the respondent had no option but either to complete the project and handover the possession of the flat or in case of non-completion of project, to refund the paid amount to the complainant along with interest. In this case, the respondent has failed on both options. This Bench/Authority, therefore, holds that in case of non-completion of the project, the respondent promoter was left with no option but to refund the total paid amount along with existing interest rate to the complainant.

5. Taking into consideration the factual matrix of the case as well as the material available on record, this Bench/Authority accordingly directs the respondent company through its Director, Shri Alok Kumar to refund the total principal amount of Rs. 9,00,000/- to the complainant along with interest @ 2% above the MCLR of State Bank of India, applicable for three years, within a period of sixty days from the date of passing of the order.

With these observations/directions, the instant case is disposed of.

Sd/-
(Ved Prakash)
Special Presiding Officer