

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

RERA/CC/358/2024

1. Swarnalata Kumari 2. Anish Narayan Complainant(s)

Vs

M/s Lokankara Infrastructure Developers Pvt. Respondent
Ltd.

PROJECT- Gokul Dham, Block -I

For the complainant: Mr. Bishwash Vijeta (Adv.)
For the respondent : None

12.06.2026

ORDER

Hearing is taken up. Shri Bishwash Vijet, learned counsel on behalf of complainant is present, but none is present on behalf of respondent.

2. Learned counsel for complainants submits that the complainants entered into an Agreement for Sale dated 01.10.2019 with respondent company for purchase of a flat bearing no. 301, 3rd floor (3 BHK Flat) measuring 1579 sq. ft along with a mid-sized parking space in the project, Gokul Dham for a total consideration of Rs. 55,04,400/-, out of which he paid Rs. 16,15,000/- to the respondent company. As per the agreement for sale dated 01.10.2019, the possession of said flat no. 301 was to be handed over to the complainant within a period of 3 years 6 months from the date of sanctioning of map with a 6 months grace period. Learned counsel further submits that the complainants paid the total sum of Rs. 16,15,000/- in seven instalments through cheques. The respondent promoter failed to handover the possession of the flat in question as per the agreement for sale. The work at the project site could not commence till the time the possession of flat was to be handed over to the complainant.

3. There is no written reply filed on behalf of the respondent, though Ms. Kriti Suman, learned counsel appeared on few occasions to represent the case of the respondent. Since the project could not start, the respondent

refunded Rs. 2,50,000/- on 24.11.2025 and again refunded Rs. 2,50,000/- on 10.04.2026 through cheque that comes to the total of Rs. 5,00,000/-.

4. Considering the submissions of the complainant as well as on going through the record, it appears that the respondent refunded a part of the principal amount to the complainant as aforesaid. However, the remaining principal amount Rs. 11,15,000/- is yet to be refunded. It also appears that there is no fault on the part of the complainants in regard to payment as per agreement. It will not be wrong to say that the complainants were lured into the trap in the name of offering flat in the project of the respondent. Since the project is itself stalled, the handover of possession of flat to the home buyer like the complainant is a distant dream. In such a situation, it was obligatory duty of the respondent to refund the total principal amount to the complainant with interest. The partial refund of principal amount does not absolve the respondent from his duty.

5. In the backdrop of submissions made on behalf of the parties as well as the materials available on record, this Bench/Authority directs the respondent company through its Directors, Shri Sushant Singh/Shri Kumar Rajiv to refund the remaining principal amount of Rs. 11,15,000/- to the complainant along with interest, which shall be at 2% above the MCLR of State Bank of India, as applicable for three, within a period of sixty days from the date of passing of the order.

With these observations/directions, this complaint case is disposed of.

Sd/-
(Ved Prakash)
Special Presiding Officer