

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

RERA/CC/359/2025

Mr. Ajit Kumar

....Complainant(s)

Vs

M/s Agrani Homes Real Marketing Pvt. Ltd.

....Respondent

PROJECT- Agrani SBI Nagar

For the complainant:

Ms. Snigdha (Adv.)

For the respondent :

Mr. Alok Kumar (Director)

30.07.2026

O R D E R

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

2. Learned counsel for complainant submits that on the basis of MOU executed on 12.11.2016 between the complainant and Director of respondent company, Shri Rana Ranvir Singh, the complainant had booked a flat of area measuring 1300 sq. ft in the proposed project, namely, Agrani SBI Nagar of respondent company situated at Mouza- Dhawalpura, Baipass, Thana no. - 21, Patna on a consideration of Rs. 14,50,000/-, out of which the complainant had paid Rs. 13,06,250/-. But till date, the respondent has neither handed over possession of the said flat nor has started any construction work over the project site. Hence, the complainant has prayed for refund of the principal amount along with interest as a considerable time already has been consumed by the respondent.

3. In support of his claim, the complainant has filed copies of money receipts of the amount that has been paid to the respondent for possession of the said unit/flat. Learned counsel further submits that the respondent has failed to honour his commitment made to him through MOU on the basis of which he has paid the principal amount in different instalments to the respondent.

4. On the other hand, Shri Alok Kumar, the Director of the respondent company who appears through video conferencing expressed his inability to refund the principal amount at the present juncture. He was not able to give any positive response to the query of the Bench regarding refund of the principal amount along with interest.

5. Considering the submissions made on behalf of both the parties as well as on going through the record, the bench finds that the complainant has paid the major part of the consideration amount to the respondent, yet he is deprived of the possession of the flat. The Bench also notes that the proposed project of the respondent is a lapsed one due to lapses on the part of the respondent. In such view of the matter, the complainant cannot be left to suffer for an indefinite period. The respondent has also not committed to adjust the complainant by providing an alternate flat of the same area in some other project.

6. In the backdrop of the above facts and circumstances of the case, the Bench/Authority hereby directs the respondent company through its Director to refund the principal amount of Rs. 13,06,250/- to the complainant along with interest @ 2 % above the MCLR of State Bank of India, as applicable for three years, within a period of sixty days of the passing of the order.

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

Sd/-
(Ved Prakash)
Special Presiding Officer