

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

**RERA/CC/374/2024**

Ranjeet Verma

....Complainant(s)

Vs

M/s Ashirwad Engicon Pvt. Ltd.  
PROJECT- IOB Galaxy

....Respondent

For the complainant:

Mr. Deepak Kumar (Adv.)

For the respondent :

Mr. Ishtiyaque Hussain (Adv.)

**19.11.2025**

**05.12.2025**

**O R D E R**

Learned counsel on behalf of both the parties are present.

2. The complainant has filed the instant complaint case in the Authority seeking the following relief(s):-

(a) The respondent may be directed to execute the required registered sale deed with respect to a flat in the project of the respondent.

(b) The respondent may be restrained to transfer, alienate or to deal with the flat in question to any other person till the disposal of the instant case.

3. The learned counsel for the complainant submits that the complainant executed an agreement for sale on 18.06.2015 with the respondent promoter for purchase of a 3 BHK Delux Flat with one reserved car parking space on the ground floor in the upcoming project, namely, Ashirwad PNB Diamond City of respondent company. Further as per the agreement for sale, the complainant has paid the entire consideration money Rs.7,51,000/- in the A/c of respondent promoter on different dates and in turn, the respondent promoter was bound to complete the project within time and handover the possession of the flat to the complainant, which was not done by the respondent. However, in the agreement for sale, there was a clause in which the respondent had given an undertaking to this effect

that if for any reason, the said project could not be commenced/completed, the complainant would be allotted a new flat in another project of residential flats in the IOB Galaxy. Learned counsel for complainant further submits that despite the repeated requests, the respondent promoter has failed to handover the possession of flat and execute the registered sale deed of Flat with reserved car parking space in any of the projects of the respondent. He further submits that if the respondent was not in a position to construct the project, he should have refunded the principal amount along with the interest and compensation, but he did nothing, hence the case.

4. The learned Counsel Shri Ishtiyaque Hussain, on behalf of the respondent by filing reply submits that the proposed project, Ashirwad PNB Diamond City could not be commenced due to some litigation on the part of the landowner and its map was also not approved by the competent Authority. Thereafter, the respondent launched another project, IOB Galaxy with a view to providing alternate flat to the allottees, including the complainant. He further submits that the project IOB Galaxy had to proceed in two phase i.e one under construction link plan (CLP) in which the allottees have to purchase the flat either through loan or by self-payment and construction of phase I is under way and flats which fall in the share of the respondent company have already been sold much earlier.

5. Learned counsel further submits that similarly the flats of those allottees had to be constructed in second phase who have booked their respective flats under one time scheme under which the total consideration amount was Rs.7,51,000/- However, the second phase of project of the respondent company also got stuck in litigation with landowner and consequently, it was dropped. In this respect, the process of approval of the map also could not be initiated by the respondent. Hence, in view of above facts and circumstances, the respondent promoter is left with no option but to refund the principal amount to the complainant. Accordingly, the respondent is ready to refund the principal amount.

6. Heard the parties and perused the record.

7. Considering submissions of learned counsels of the parties and perusal of the record, it appears that the respondent company could not

initiate the projects Ashirvad PNB Diamond City and IOB Galaxy due to dispute with the land owners and accordingly these were dropped and as such the respondent failed to handover the possession of Flat to the complainant. However, the learned counsel for respondent promoter submits that the respondent is ready to refund the entire principal amount to the complainant.

8. In the backdrop of the situation discussed above and taking into consideration the documents placed on record and submissions made therein and also considering the fact that the respondent has enjoyed the financial benefits of the amounts paid by the complainants against the purchase of flat, this Bench is of the considered opinion that the respondent promoter is defaulter and lacks in firmness of his commitment made to the complainant in the agreement for sale dated 18.06.2015 executed between both the parties.

9. In such view of the matter, the Authority/Bench hereby directs the respondent company through its promoter Mr. Ajay Singh to make refund of the entire principal amount of Rs. 7,51,000/- along with interest to the complainant @ 2% above the MCLR of State of Bank of India, as applicable for three years, within a period of 60 days of the passing of the order.

10. The complainant, if so advised, may file a separate complaint case before the Adjudicating Officer for adjudication of compensation.

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

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