

REAL ESTATE REGULATORY AUTHORITY, BIHAR,

Before the Bench of Mr. Ved Prakash,

Special Presiding Officer

RERA/CC/378/2024

Ram Bachan Singh Complainant

Vs.

M/s RPS Builders Pvt. Ltd. Respondent

PROJECT: RPS TOWER, BLOCK -A

For the Complainant: Mr. Om Prakash Singh, Advocate

For the Respondent: None

29.04.2026

ORDER

Learned counsel Mr. Om Prakash Singh on behalf of the complainant is present but the respondent is absent.

2. Learned counsel for the complainant submits that the complainant had entered into an Agreement For Sale with the respondent on 03.02.2018 to purchase Flat no.302 on 3rd floor in Block -A of the project " RPS Tower" along with car parking space on ground floor on consideration amount of Rs.29,75,000/-, out of which the complainant had paid Rs.25,00,000/- in the manner Rs.20,00,000/- through LIC Housing Finance Loan and Rs.5,00,000/- at the time of the Agreement, which finds mention in the Agreement For Sale. He further submits that the respondent had assured to make delivery of possession of flat within the specified time but the respondent did not honour his commitment, rather he sold his allotted flat to another prospective buyer, namely, Yogendra Kumar vide registered Sale Deed no.1092 dated 27.01.2025. He also submits that since the flat in question has been sold to another prospective buyer, the complainant wants refund of his total principal amount along with interest and compensation.

3. It is evident from the record that in this case the learned counsel Mr. Punit Kumar used to appear on behalf of the respondent and on his request the Bench adjourned the case seven times to file reply on behalf of the respondent, but he did not file reply and later on the respondent preferred to remain absent. As a result, on 11.03.2026 a reminder notice was issued to the respondent to appear on 29.04.2026 but today also neither the respondent nor his representative has appeared.

4. Considering the submission and going through the record, it appears that an Agreement For Sale was executed between the

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parties on 03.02.2018, wherein, the respondent had agreed to sell Flat no.302 in Block –A on 3rd floor of the above project on consideration amount of Rs.29,75,000/- along with car parking space and out of the said consideration amount, the complainant made payment of Rs.25,00,000/- which is supported by the documents brought on the record by the complainant. The Bench also observes that the respondent betrayed the complainant by selling the complainant's flat to another prospective buyer in spite of receiving major portion of the consideration amount. The Bench also observes that since the flat in question has already been sold to another buyer vide a registered sale deed, it would be better for the complainant to get his principal amount refunded along with interest in the light of the RERA Act, 2016, for which he is agreed. The Bench also observes that the respondent is intentionally not filing reply and is trying to avoid his appearance in this case with an intention to keep the matter pending for an indefinite period of time. Hence, the Bench is left with no option but to pass the order today on the basis of material available on the record.

5. Taking into consideration the submission of learned counsel for the complainant and the observations made above, the Bench directs the respondent - company and its Managing Partner Mr. Satyendra Kumar Sharma to refund the principal amount of Rs.25,00,000/- to the complainant along with interest at 2% above marginal cost of lending rate (MCLR) of the State Bank of India on principal amount since the date of its payment till the date of refund within sixty days of this order.

6. 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, RERA, Bihar.