

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

RERA/CC/380/2025

Hari Mohan Das

....Complainant(s)

Vs

M/s Narayan Realtech Construction Pvt. Ltd. Respondent
PROJECT- NRT Homes (Vishnudeo Palace)

For the complainant: Mr.AkashPriya (Adv.)
For the respondent : None

19.06.2026

30.06.2026

O R D E R

Shri Akash Priya, learned counsel on behalf of complainant is physically present, but the respondent is absent.

2. Learned counsel for the complainant submits that the complainant being induced by the respondent promoter booked two flats bearing No.305 & 306 on 3rd floor along with two parking space on ground floor in a project Vishnudeo Palace situated at Babhanpura, Phulwarisharif District -Patna being developed by M/s Narayan Realtech Construction Pvt. Ltd on a consideration of Rs.30,00,000/-. Relying on the assurance and commitments of the respondent, an agreement for sale was executed between both the parties on 19.10.2019. The complainant paid total Rs. 30, 00,000/-, some of which by cheques and some by cash. Learned counsel for complainant further submits that despite the total payment of this money to the respondent promoter, the flats were neither registered in the name of the complainant nor were handed over. Subsequently, the complainant discovered that the said flats were sold to a third party in gross violation of agreement and trust. Hence, the complainant may be refunded of Rs. 30, 00,000/- along with interest @ 18% per annum from the date of payment till realization and compensation of Rs. 5, 00,000/-for mental agony, harassment and litigation cost may also be paid.

3. On the other hand, neither there is representation on behalf of the respondent nor is there reply filed on behalf of respondent.

4. After hearing the learned counsel for complainant as well as on going through the records, it appears that the complainant paid Rs. 20, 00,000/- in three installments by way of cheques, for which he has filed money receipts showing cheque nos and date of payment. So far as remaining consideration money is concerned, there is no valid proof filed on behalf of complainant to prove that he has paid the total consideration

Rs.30,00,000/- . Taking into consideration this aspect of the matter, the Bench/Authority holds that the complainant is entitled for refund of Rs. 20,00,000/- only as there is no proof of payment of remaining consideration Rs.10,00,000/-. It is also made clear that the transaction in cash up-to Rs. Ten Lakhs is not permissible in law.

5. Considering the submissions made on behalf of the complainant as well as on going through the materials available on record, this Bench/Authority directs the respondent company through its Director, Shri Lalan Sharma to refund the principal amount of Rs.20, 00,000/- to the complainant along with interest. The interest shall be @ 2% above the MCLR of State Bank of India as applicable for three years since the date of payment till the date of refund. The respondent promoter shall comply with the above order within sixty days of passing of the order.

6. The complainant shall be at liberty to seek his other relief(s), if any, which is in the nature of compensation, before the Adjudicating Officer, RERA, Bihar.

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

Sd/-
(Ved Prakash)
Special Presiding Officer