

REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Bench of Hon'ble Inquiry Commissioner, Mr. Sanjaya Kumar Singh, RERA, Bihar.

RERA/CC/411/2025

Rama Krishna		Complainant
	Versus	
M/s Super City Builders Pvt. Ltd.		Respondent

Project: **MANNAT CITY, PHASE-3**

Present: For Complainant: Mr. Ishtiyaque Hussain, Advocate
For Respondent: Mr. Sharad Shekhar, Advocate

20.05.2026

ORDER

1. This case was last heard on 17.04.2026 when learned counsel Mr. Ishtiyaque Hussain appeared for the complainant and learned counsel Mr. Sharad Shekhar appeared for the respondent.

2. During the hearing, learned counsel for the complainant has submitted that the complainant had booked two plots bearing Plot Nos. M/92 and M/93, each plot having an area of about 1200 sq. ft. in the impugned project named Mannat City. The booking was done through an agreement for sale on 25.01.2020 and the respondent company had agreed to deliver the said plots in developed condition by August, 2022. He further submits that the total consideration amount was Rs.9.90 lakh. He further submits that he has already filed a detailed complaint petition annexing all the relevant details and written statement mentioning therein that for each of Plot Nos. M/92 and M/93, booking amount of Rs.2,02,500/- each was paid and 35 installments of Rs.16,200/- for each plot, thus, totalling Rs.7,69,500/- each had been paid to the respondent. The respondent, has, thus, received a total amount of Rs.15.39 lakh from the complainant, which comes nearly to 78% of the total consideration amount of Rs.9.90 lakh. He has also submitted that despite having received nearly 78% of the total consideration amount, the respondent did not deliver the possession of the plots, as agreed by him, even after a lapse of four years. The complainant is, therefore, having strong apprehension that the plots will ever be handed over to him.

3. Learned counsel for the respondent submitted that though the project was initially delayed owing to sad demise of the Managing Director of the respondent-company but the same has been completed. He also submits that the complainant has paid 78% of the cost of raw plot and not developed plot. He, however, failed to justify as to why the complainant has not been given a demand note to pay the remaining money so that he could hand over the possession of the plots to him.

4. After hearing, this Bench had directed both the respondent and the complainant to file written notes of argument on their behalf but none of them

have submitted any document on their behalf as yet. This Bench is also of the view that since the respondent is already keeping nearly 78% of the consideration amount, which comes to around Rs.15.39 lakh, without handing over the possession of the plots to the complainant and, therefore, this Bench has decided to proceed for a final decision in this matter as the complainant could not be kept waiting for an indefinite period.

5. Perused the record of the case and considered the submissions made by learned counsel for the complainant and the respondent. After cautious and judicious study of the documents placed on record, it is clear that the complainant has paid Rs.7,69,500/- for each of the plots bearing Plot Nos. M/92 and M/93 and has, thus, paid a total amount of Rs.15.39 lakh to the respondent. The respondent, even after having received more than 2/3rd of the consideration amount, neither took up any step further for handing over the possession of the booked plots nor issued any demand note to the complainant to pay the remaining amount to the respondent so that the possession of the booked plots be handed over to the complainant. The respondent also did not voluntarily refund the paid amount to the complainant. It is, thus, clear that the respondent has enjoyed full economic benefit of the amount paid by the complainant in lieu of the booking of the impugned plots and is, therefore, liable for payment of interest over the entire amount from the date of receipt of the said amount till the date of payment of the same.

6. The Bench hereby directs the respondent company and its Directors to refund the entire paid amount to the complainant along with interest over the total amount of Rs.15.39 lakh (principal amount) and the interest accrued over the same at the rate of 2% above the Marginal Cost of fund-based Lending Rate (MCLR) of State Bank of India as applicable for three years from the date of booking till the date of refund within a period of sixty days from the date of issue of this order.

7. As regards the complainant's claim for compensation, he is at liberty to press the same before the Adjudicating Officer as per the provisions of the Real Estate (Regulation and Development) Act, 2016.

With the above directions and observations, this complaint case is disposed of.

Sd/-

(Sanjaya Kumar Singh)
Inquiry Commissioner
RERA, Bihar.