

REAL ESTATE REGULATORY AUTHORITY, BIHAR

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

RERA/CC/444/2024

Amit Ranjan Jha

.....Complainant

Vs

M/s Rukmani Buildtech Pvt. Ltd.

.....Respondent

Project: Chhatrapati Shivaji Greens, Block-G

Present: For Complainant: Mr. Saurabh Bishwambhar, Advocate

For Respondent: None

09/04/2026

ORDER

Hearing taken up. Mr. Saurabh Bishwambhar, learned counsel appears on behalf of the complainant. The respondent is absent.

Learned counsel for the complainant submits that despite several dates given in this matter to the respondent, he has preferred to remain absent. He also submits that he is filing a supplementary affidavit on his behalf giving the entire details. He requests for a final decision to be taken in this matter.

Learned counsel for the complainant after filing a supplementary affidavit submits that the complainant booked a flat bearing Apartment No.G-310 (3-BHK) on 3rd floor having built up area of 948 sq.ft. in Block-G of the impugned project with one reserved car parking space for a total consideration amount of Rs.40.15 lakh for which an agreement for sale was executed between the parties on 05.02.2019. The complainant paid Rs.17.05 lakh out of the said consideration amount of Rs.40.15 lakh. He further submits that as per the agreement for sale the flat was to be handed over by 31.12.2019 with a grace period of six months i.e. June, 2020. He also submits that the complainant sent many request letters to the respondent to complete the work and handover the possession but the respondent did not respond to the said letter. The complainant again sent a letter on 09.10.2023 to the respondent for refund of the paid amount as there was no progress in the project, but all were in vain. The details of payment has been given in para-11 of the supplementary affidavit. He has also enclosed the payment receipts as Annexures-3 series to the supplementary affidavit. He prays for refund of the principal amount of Rs.17.05 lakh along with interest and compensation as per the provisions of law.

Perused the entire record of the case including the documents submitted by the complainant. On perusal of the record, it is observed that the complainant had booked a flat bearing Apartment No.G-310 with a car parking space and had paid a total amount of Rs.17.05 lakh only out of a total consideration amount of Rs.40.15 lakh, which is also evident from the receipts filed by the complainant. It is also clear that in his complaint petition the complainant has prayed for a direction to the respondent to handover the possession of the flat as early as possible but since there has been no progress in the project, the complainant in the supplementary affidavit filed today has prayed for refund of

the principal amount along with interest and compensation. It is thus clear that the respondent could neither hand over the possession of the booked flat nor could he refund the paid amount to the complainant. Nevertheless, it is also clear that the respondent has enjoyed full economic benefit out of the amount paid by the complainant to the respondent company for the entire period from the date of payment till the present day and he is, therefore, liable to refund the entire amount along with due interest as per the provisions of law. This Bench therefore observes that the complainant could not be made to suffer for an indefinite period on account of fault on the part of the respondent.

Thus, in light of the documents placed on record and submissions made therein and also considering the fact that the respondent has enjoyed the economic benefit of the amount paid by the complainant in lieu of booking of the alleged flat, this Bench hereby directs the respondent company and its Directors to refund the entire principal amount of Rs.17.05 lakh to the complainant along with interest @ 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 sixty days of the date of issue of this order.

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

With these directions and observations, the matter is disposed of.

Sd/-

(Sanjaya Kumar Singh)
Inquiry Commissioner,
RERA, Bihar