

REAL ESTATE REGULATORY AUTHORITY, BIHAR,

Before the Bench of Mr. Ved Prakash,

Special Presiding Officer

RERA/CC/477/2024

Shikha Lal Complainant

Vs.

M/s Ghar Lakshmi Buildcon Pvt. Ltd.Respondent

PROJECT: SARITA KUNJ, PHASE -1, BLOCK - B

For the Complainant: Mr. Prashant Kumar, Advocate

For the Respondent: None

26.11.2025

ORDER

Learned counsel Mr. Prashant Kumar on behalf of the complainant is present but the respondent is absent.

2. Learned counsel for the complainant submits that on 22.02.2018 the complainant had entered into a registered Agreement with the respondent to purchase Flat no. 205 measuring super – built up area 1070 sq. ft. on the second floor along with car parking on ground floor in the proposed project “Sarita Kunj, Phase -1, Block –B” located at Mauza - Bhogipur, P.S. Ram Krishnanagar, District- Patna, on consideration amount of Rs.22,85,200/-, out of which the complainant made payment of Rs.3,21,000/- at the time of Agreement and the same finds mention in the Agreement itself, Rs.16,50,000/- through loan from Punjab National Bank and Rs.1,00,000/- through RTGS and, thus the total amount paid to the respondent is Rs.20,71,000/- and in support of the same the complainant has annexed Bank Statement issued by Punjab National Bank and RTGS receipt. He further submits the flat was to be handed over within the specified period of time but the respondent – promoter failed in completing the project and handing over possession of the flat within the time granted. Hence, the complainant filed this complaint for a direction to the respondent to complete the project and handover possession of his allotted flat as well as execution of sale deed, but during the course of hearing of the case on

/2/

26.11.2025 the complainant failed an application with a prayer to direct the respondent to refund his principal amount along with interest.

3. Perused the record. The Bench observes that the respondent had appeared in this case once in the proceeding dated 11.12.2024 and thereafter he did not appear to defend in this case. The Bench further observes that a registered Agreement dated 22.02.2018 was executed between the complainant and the respondent to purchase Flat no. 205 measuring super – built up area 1070 sq. ft. on the second floor along with car parking on ground floor in the proposed project “Sarita Kunj, Phase -1, Block – B” on consideration amount of Rs.22,85,200/-, out of which the complainant made payment of Rs.20,71,000/- which finds support from the Agreement, Bank Statement and RTGS receipt kept on the record. The Bench also observes that the respondent - promoter has failed in honouring the commitment made to the complainant of completing the building and handing over possession of the flat allotted to him within the time granted. The Bench further observes that the respondent does not want to say anything in this matter as he has chosen not to appear before the Bench/Authority after proceeding dated 11.12.2024 in spite of notices issued. Considering the hardship being faced by the complainant and also the indifferent and non-cooperative attitude of the respondent – promoter, the Bench does not think it proper to allow this case pending for further period and, accordingly, the case is disposed of today itself.

4. Taking into consideration the facts and the observations made above, the Bench directs the respondent - company and its Managing Director Mr. Rahul Kumar and the Director Mr. Sujit Kumar Sinha to refund the principal amount of Rs.20,71,000/- to the complainant along with interest at 2% above marginal cost of lending rate of the State Bank of India since the

date of payment of the principal amount till the date of refund within sixty days of this order.

5. 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.