

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

RERA/CC/511/2025

Deveshwar Adarsh

....Complainant(s)

Vs

M/s Agrani Homes Real Marketing Pvt. Ltd.

....Respondent

PROJECT- Agrani BOB City

For the complainant:

Mr. Alok Choubey (Adv.)

For the respondent :

Mr. Alok Kumar (Director)

05.02.2026

ORDER

Learned counsel on behalf of both the parties are present.

2. The complainant has filed the instant case seeking refund of the principal amount along with interest.

3. The case of the complainant, in brief, is that the complainant booked a flat at Agrani BOB City and had paid Rs. Four Lakhs as an initial payment at the time of KYC. Learned counsel for complaint submits a MOU was signed between the respondent company and officers Association of Bank of Baroda consisting of five members, including the complainant. In pursuance of the said MOU dated 05.07.2015, the complainant booked a flat bearing no. 703 on the seventh floor of Block -II in the project, Agrani Bank of Baroda City measuring super built up area of 1630 sq. ft along with one reserved car parking space at a consideration money of Rs. 11,00,000/- out of which he initially paid Rs. 4,00,000/-. The complainant has annexed money receipt of Rs. Four Lakhs with the complaint petition. At the time of initial agreement, it was promised by the respondent promoter that the project work would be completed in three and half years' time after approval of map. But to deep dismay of the complainant, the said project was never completed. The complainant further submits that despite persuasions and repeated request, the respondent company are not pursuing their projects for completing them on time. The complainant is left with no option but to seek refund of the principal amount of Rs. 4,00,000/- along with interest.

4. Shri Alok Kumar, Director of the respondent company who appears through video conferencing, submits that he is not in a position to refund the principal amount due to paucity of fund.

5. In the back-drop of submissions made on behalf of the parties and in view of the facts of the case, the Bench/Authority observes that the respondent has failed to honour the promises and commitments made to the complainant at the time of signing the memorandum of understanding.

Instead of completing the project and handing over the possession of said flat to the complainant, the respondent company have abandoned the project causing huge financial loss and mental harassment to the complainant.

6. In such view of the matter, the Bench/Authority hereby directs the respondent company through its Director, Shri Alok Kumar to refund the principal amount of Rs. 4,00,000/- along with interest to the complainant @ 2% above the MCLR of State Bank of India applicable for three years, within a period of sixty since the date of payment of principal amount till the date of actual payment.

7. As regards other claim, the complainant shall be at liberty to press other reliefs, if any, which are in the nature of compensation, before the A.O. RERA, Bihar.

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

Sd/-
(Ved Prakash)
Special Presiding Officer