

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

RERA/CC/514/2025

Mr. Sanjay Kumar Prasad

....Complainant

Vs

M/s Agrani Home Real Marketing Pvt. Ltd.

....Respondent(s)

PROJECT- Agrani SBI Nagar

For the complainant:

Mr. Dipak Kumar (Adv.)

For the respondent:

Mr. Alok Kumar (Director)

11.06.2026

O R D E R

Hearing is taken up. Shri Dipak Kumar, learned counsel on behalf of complainant is physically present, but Shri Alok Kumar, the Director of respondent company appears through video conferencing.

2. Learned counsel for the complainant submits that in pursuance of Memorandum of Understanding dated 27.02.2016 executed between the complainant and respondent through one of the Directors Mr. Rana Ranvir Singh the complainant booked a flat in multistoried building , namely, Agrani SBI Nagar situated at Mauza – Dhawalpura, P.S. Bypass, Thana no. 21, District-Patna having super built up area of 1626 sq. ft (3 BHK) along with a reserved car parking space for a total consideration of Rs. 12,00,000/- with applicable extra charges and the complainant paid Rs. 6,00,000/- (P.A Rs. 5,80,764/- + S.T. Rs. 19236/-) out of total consideration amount Rs.12,00,000/-Learned counsel for the complainant further submits that as per the MOU signed between the two parties, the said project, SBI Nagar was required to be completed within a period of four years after approval of map, but surprisingly, the construction work of the project was not commenced. He further submits that having realized that the respondents have no intention to start the aforesaid project, the complainant was requesting the respondent company and its Director to refund the total paid amount of Rs. 6,00,000/-.

3. On the other hand, no counter reply filed on behalf of respondent,

but the Director of respondent company expressed his inability to start the project even after four years of receiving the booking amount. He further submits that due to paucity of fund, he is not in position to refund the principal amount Rs, 6, 00,000/-to the complainant.

4. Considering the submissions made on behalf of complainant and the Director of respondent company, Bench/Authority observes that the said project is a stalled one and the booking amount of Rs. 6, 00,000/- paid by complainant is being used by the Director of the respondent company for his own business and as a result thereof, the complainant is suffering monetary loss due to indifferent attitude of the respondent company. The respondent company completely failed to honour the commitments made to the complainant as the respondent company should have immediately refunded the principal amount, but the respondent neither started the project nor refunded the paid amount to the complainant. The Bench further observes that since the respondent has been benefited with the principal amount, hence he has to pay interest on the total principal amount Rs.6,00,000/-.

5. In the backdrop of aforesaid facts and circumstances, this Bench/Authority hereby directs the respondent company through its Director Mr. Alok Kumar to refund the principal amount of Rs. 6, 00,000/- to the complainant along with interest @ 2 % above the MCLR of State Bank of India, as applicable for three years, within a period of sixty days from the date of passing of the order.

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

Sd/-
(Ved Prakash)
Special Presiding Officer