

REAL ESTATE REGULATORY AUTHORITY, BIHAR

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

RERA/CC/518/2025

Monalisha Kumari

.....Complainant

Vs

M/s Bhawani Infracon Pvt. Ltd.

.....Respondent

Project: Patliputra Extension

Present: For Complainant: Mr. Anubhav Kr. Singh, Brother-in-law

For Respondent: Mr. Jai Ram Singh, Advocate

04/06/2026

ORDER

Hearing taken up. Mr. Anubhav Kumar Singh, the brother-in-law of the complainant is present on her behalf. Mr. Jai Ram Singh, learned counsel for the respondent is also present.

The complainant's representative reiterates his earlier statement and submits that the said plot lies in the planning area. He submits that his sister-in-law had booked a plot bearing Plot No.A-076 at Mauza Chitarpur on NH-19, P.S. Sonapur, Circle Sonapur, District Saran, Chapra and had paid a total amount of Rs.4.51 lakh through different cheques out of total consideration amount of Rs.15.00 lakh. He further submits that despite the agreement for sale, which was executed on 07.12.2017, the land has never been handed over to the complainant and also no money has been refunded back to her. In support of his submission, the complainant has enclosed a copy of the agreement for sale dated 07.12.2017 and also the money receipts. After enquiry, the complainant came to know that the said project has been closed by the promoter (respondent) and hence, she has filed this complaint case for refund of the entire principal amount of Rs.4.51 lakh along with the interest as per the provisions of law.

The learned counsel for the respondent has filed a written reply wherein he has submitted that this case is not maintainable. He submits that before enforcement of the RERA Act, 2016, the impugned plot was booked and the said area then did not come under the planning area and therefore, there was no requirement for registration of this project. He admits that the complainant had booked a plot having an area of 2178 sq.ft. for a total consideration amount of Rs.15.00 lakh out of which she had paid Rs.4.51 lakh as booking amount through a registered agreement for sale dated 07.12.2017. He further submits that the respondent has regularly approached the farmers of that locality for providing the land and requested the complainant to pay rest of the amount but the complainant in the year 2022 sent a mail requesting him to cancel her booking and return the entire principal amount. Thereafter the respondent asked her to take a different land in another plot but she was not ready. He also submits that the respondent is ready to refund the paid amount as per the provisions of Clause 9.3(ii) of Model Agreement for sale. He further submits that a suo motu case bearing S.M.Case No.431/2019 has been initiated against the respondent which was disposed of on 19.02.2025 by imposing a penalty of Rs.3.00 lakh against the respondent which was deposited on 04.11.2025 in Canara Bank,

Patlipura Colony Branch, Patna. He, therefore, prays to drop this proceeding as not maintainable.

This Bench vide its interim order dated 05.05.2026 had directed the Registration Wing of the Authority to verify whether the plot No.A-076 at Mauza Chitarpur on NH-19, P.S. Sonapur, Circle Sonapur, District Saran lies in the planning area or not. In compliance of the said order the Registration Wing has submitted its report on 29.05.2026 saying that the said plot lies in the planning area.

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 plot bearing Plot No.A-076 at Mauza Chitarpur on NH-19, P.S. Sonapur, Circle Sonapur, District Saran, Chapra and had paid a total amount of Rs.4.51 lakh through different cheques out of a total consideration amount of Rs.15.00 lakh. He further submits that despite the agreement for sale, which was executed on 07.12.2017, the land was never handed over to the complainant and also no money was voluntarily refunded to her. The respondent had issued money receipts of the said amount to the complainant. It is also clear that the booking was done way back in the year 2017 but even after a lapse of over nine years, the respondent neither handed over the possession of the said plot nor voluntarily refunded the entire paid amount to the complainant. Nevertheless, it is clear that the respondent has enjoyed full economic benefit 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 for getting refund of the entire amount along with due interest as per the provisions of law.

This Bench also observes that the respondent has also paid a penalty of Rs.3.00 lakh imposed against it by the Authority in S.M.Case No. 431/2019, thus further establishing the fact that the said area in which the impugned land parcel lies is well within the planning area and hence, this Bench is fully empowered to adjudicate the present case and thus, the contention/ claim of the respondent that this case is not maintainable is hereby rejected.

In light of the documents placed on record and submissions made therein and also considering the fact that the respondent has enjoyed full economic benefit of the amount paid by the complainant in lieu of the booking of the alleged plot, this Bench hereby directs the respondent company and its Directors to refund the total principal amount of Rs.4.51 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 the claim for compensation, 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