

REAL ESTATE REGULATORY AUTHORITY, BIHAR,

Before the Bench of Mr. Ved Prakash,

Special Presiding Officer

RERA/CC/550/2024

Anita Singh Complainant

Vs.

M/s Aditya Bhaskar Infra & Services Pvt. Ltd. Respondent

PROJECT: SUNDAR CITY

For the Complainant: Mr. Akash Raj, Advocate

For the Respondent: None

24.04.2026

ORDER

Learned counsel Mr. Akash Raj on behalf the complainant is present but the respondent is absent.

2. Learned counsel for the complainant submits that the complainant on making payment of Rs.51000/- vide Booking Form dated 23.02.2018 booked plot no. P-05 of 1500 sq. ft. in the proposed project - Sundar City, situated at Dayalpur Daulatpur, Bihta Lai Road Bihta, District – Patna, on total consideration amount of Rs.8,25,000/- (at the rate of Rs.550/- per sq. ft.), which was confirmed on 23.02.2018 and thereafter an Agreement For Sale dated 18.04.2018 was executed between the parties. Out of the total consideration amount, the complainant made payment of Rs.6,00,100/-, against which the respondent issued payment money receipts which are kept on the record. He also submits that at the time of booking the respondent had assured to deliver possession of plot within the specified period of time but in spite of several requests even after lapse of more than six years of booking the respondent neither delivered possession of plot nor refunded her money and after much effort on 11.07.2024 the respondent and the complainant entered into a compromise, which is annexed as Annexure –P/3 to the petition dated 24.04.2026, wherein, it was agreed that the land sold to the complainant would be taken back by the company @ Rs.750/- per sq. ft. and total a sum of Rs.11,25,000/- would be paid to the complainant. It was also agreed that 50% of the said amount would be paid till 31st August, 2024 and rest till 31st October, 2024. Pursuant to the said compromise, the respondent sent Rs.30,000/- each through UPI on

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23.08.2024 & 28.08.2024 to the complainant and thereafter the respondent stopped making further payment. As a result, the complainant sent a legal notice to the respondent, which was not responded. Hence, the present complaint has been filed by the complainant to direct the respondent to refund her remaining amount of Rs.10,95,000/-.

3. Perused the record including the earlier proceedings of the case. The Bench observes that the respondent had failed in honouring the commitment of handing over the plot to the complainant in spite of receiving of Rs.6,00,1000/- out of the total consideration amount, which finds support with the payment receipts issued by the respondent and are kept on the record. The Bench further observes that the respondent – promoter is avoiding to appear in this case and file reply because of the fact that notice and reminder notice both were sent to the respondent to appear in this case and file his reply but neither he appeared nor filed reply. Hence, the Bench is left with no option but to pass the order on the basis of material available on the record as the case cannot be allowed to remain pending for an indefinite period. The Bench also observes that this Bench would not go into the development taken place and transaction made by way of the Agreement letter dated 11.07.2024 executed between the complainant and the respondent namely Prashant Kumar as that Agreement frustrated in the midway on account of non-payment by the respondent.

4. In view of the aforesaid facts and the observations made above, the Bench directs the respondent – company and its Director Mr. Prashant Kumar to refund the principal amount of Rs.6,00,1000/- to the complainant along with interest at 2% above marginal cost of the lending rate (MCLR) of the State Bank of India from the date on which the amount was paid till the date of refund within sixty days of this order.

With the aforesaid observations and directions, this case is disposed of.

Sd/-

(Ved Prakash)

Special Presiding Officer, RERA, Bihar.