

REAL ESTATE REGULATORY AUTHORITY, BIHAR,

Before the Bench of Mr. Ved Prakash,

Special Presiding Officer

RERA/CC/563/2024

Jaimanti Devi Complainant

Vs.

M/s Grih Aarambh Developers Pvt. Ltd. Respondent

PROJECT: GRIH AARAMBH'S SPORTS CITY

For the Complainant:Mr. Pulkit Thakur, Advocate

For the Respondent: None

06.05.2026

ORDER

Learned counsel Mr. Pulkit Thakur on behalf the complainant is present but the respondent is absent.

2.Learned counsel for the complainant submits that vide Memorandum of Understanding (in short, MOU) dated 03.11.2017, the complainant booked Flat no.201 on 2nd loor in Tower –C, having area of 1450 sq. ft., along with car parking space in the project “Grih Aarambh’s Sports City” on consideration amount of Rs.10,00,000/-, out of which the complainant made payment of Rs.5,00,000/- at the time of booking which finds mention in the MOU. He further submits that the respondent had assured to complete the project and deliver the flat within the specified period of time but neither the project was completed nor the flat was delivered within the time granted. Consequently, the complainant had sent a legal notice dated 27.08.2024 for cancellation of booking and refund of her money with interest as per the provision of RERA Act, 2016, but the same was also not responded. Hence, the complainant has filed this complaint for a direction to the respondent to refund her money along with interest.

3. Perused the record. The Bench observes that the respondent - promoter neither honoured the commitment made to the complainant of completing the project and handing over possession of flat within the specified time nor is showing interest in getting this case disposed of by appearing in the case in spite of notices and reminder notices issued by the office of the Authority,

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nor is refunding the amount of the complainant even after sending of a legal notice dated 27.08.2024 for cancellation of MOU and refund of her money along with interest. The Bench further observes from the record that the complainant booked Flat no.201 on 2nd loor in Tower –C, having area of 1450 sq. ft., along with car parking space in the project “Grih Aarambh’s Sports City” on consideration amount of Rs.10,00,000/-, out of which the complainant made payment of Rs.5,00,000/- at the time of booking which is mentioned in the MOU itself. The Bench presumes that the respondent – promoter has nothing to say in this matter and he only wants to linger the matter so as to harass the complainant further because of the fact that the respondent never appeared in this case either before the Conciliation Forum, RERA, or this Bench in spite of opportunities provided to him. In such a situation, the Bench is left with no option but to pass the order exparte on merit on the basis of material available on the record as the case cannot be allowed to remain pending for an indefinite period.

4. In the backdrop of the submission made by the complainant’s counsel and on going through the material available on record, the Bench/Authority directs the respondent - company and its Directors Mr. Akash Kunal and Mr. Madhukant to refund the principal amount of Rs.5,00,000/- to the complainant along with interest at 2% above marginal cost of fund-based lending rate (MCLR) of the State Bank of India since the date on which the total amount was paid 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 direction, this case is disposed of.

Sd/-

(Ved Prakash)

Special Presiding Officer, RERA, Bihar.