



**REAL ESTATE REGULATORY AUTHORITY, BIHAR**  
Before the Single Bench of Hon'ble Inquiry Commissioner, Mr. Sanjaya Kumar Singh,  
RERA, Bihar.

**RERA/CC/82/2025**

**Kislay Kumar**

**... Complainant**

**Versus**

**M/s. Grih Vatika Homes Pvt. Ltd.**

**... Respondent**

**Project: Green Vatika**

**Present: For Complainant: Shri Kislay Kumar**  
**For Respondent: Adv. Ankit Kumar**

**ORDER**

23.07.2026

1. Hearing was taken up on 29.04.2026 when the complainant Shri Kislay Kumar was present in person. Adv. Ankit Kumar was present on behalf of the respondent company.
2. After hearing, the order was reserved and is being pronounced today.
3. The Complainant has filed the present complaint case against the Respondent company, stating that the complainant had booked a residential flat with Grih Vatika Home Pvt. Ltd. in 2018 and had paid a total booking amount of ₹4,67,000/- through cheque. Despite receiving the payment, the opposite party failed to execute the Builder-Buyer Agreement for nearly two years. Aggrieved by the prolonged delay and negligence, the complainant cancelled the booking in August 2020. Thereafter, vide email dated 30.11.2020, the opposite party assured that the entire amount would be refunded. On the same day, a cheque of ₹3,67,000/- was issued, but the complainant was requested not to deposit it due to insufficient funds in the company's account, with an assurance that the amount would be transferred electronically.

However, despite repeated assurances, no payment was made. And till date, an amount of ₹3,67,000/-, still remains unpaid, causing a great financial hardship to the complainant. The complainant therefore has sought refund of the entire paid amount along with interest and appropriate relief under law.

4. On perusal of the records of this case. it is clear that the respondent had issued an account payee cheque bearing no.077853 of the Central Bank of India, Boring Road, Patna Branch on 12.02.2021 from his account no. 3629598119 for Rs.3,67,000. It is, thus, clear from a mere perusal of the record that the respondent though had agreed, in principle, to pay the said amount to the complainant but because of the restriction imposed by the respondent himself, the same could not be encashed into the bank account of the complainant.
5. During the hearing dated 05.02.2026, the complainant requested correction of the total amount paid, submitting that the actual amount paid by him was ₹4,77,217/-, as reflected in the supporting documents. He further submitted that, in compliance with the directions issued on the previous date of hearing, he had filed a detailed statement indicating date-wise payments made to the respondent. He, therefore has prayed for a direction to the respondent to refund the entire outstanding amount along with applicable interest after adjusting the sum of ₹1,00,000/-, which has already been refunded. During the hearing held on 24.03.2026, the learned counsel for the respondent was present. The complainant reiterated his submissions, and no objection was raised by the learned counsel for the respondent with regard to the correction of the total amount deposited or the statement of date-wise payments.
6. The complainant has filed a written notes of argument dated 06.05.2026 stating therein that the complainant had booked a residential flat with the respondent and had paid a total sum of ₹4,77,217/- towards the booking amount. However, despite receiving the entire amount, the respondent failed to execute the Builder-Buyer

Agreement within a reasonable time, compelling the complainant to cancel the booking in 2020. It was further submitted that the respondent, vide email dated 08.11.2020, acknowledged its liability and agreed to refund ₹4,67,000/-, after necessary adjustments, by 30.11.2020. Despite the said assurance, the respondent could refund an amount of only ₹1,00,000/-, leaving an admitted balance of ₹3,67,000/- unpaid since 01.12.2020. The complainant further contended that the delay in refund has forced him to avail a personal loan, resulting in continuous financial loss and mental agony. It has, therefore been prayed that the respondent be directed to refund the entire outstanding amount along with interest as provided under Section 18 of the Real Estate (Regulation and Development) Act, 2016, read with Rule 17 of Bihar RERA Rules, 2017 along with such other reliefs as this Bench may deem fit.

7. After hearing the parties and on perusal of the materials available on record, this Bench Authority finds that the complainant had deposited substantial amount with the respondent towards booking of a residential flat. It is further evident from the record that the respondent, after cancelling the booking, acknowledged its liability to refund the amount and even issued an account payee cheque bearing No. 077853 drawn on Central Bank of India, Boring Road, Patna Branch, from Account No. 3629598119 for an amount of Rs.3,67,000/-. The issuance of such cheque clearly establishes that the respondent had admitted its obligation to refund the paid amount, though the same could not be honoured due to insufficiency of funds and as per the directions of the respondent itself not to present the cheque.
8. In view of the admitted liability and failure on the part of the respondent to refund the outstanding amount despite repeated assurances, this Authority is of the considered view that the complainant is entitled to refund of the entire paid amount along with interest.

9. Accordingly, the respondent is directed to refund the outstanding amount of ₹3,77,217/- to the complainant along with interest at the prescribed rate i.e. SBI MCLR plus 2% per annum from the date of payment of the said amount till the date of actual realization or the same. The respondent is further directed to comply with this order within a period of 60 days from the date of issuance of this order.

With the above directions, the present complaint stands disposed of.

Sd/-

Sanjaya Kumar Singh  
Inquiry Commissioner  
RERA Bihar