



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

Exe. Case No- 90/2022
RERA/CC/946/2020

Mr. Bijay Kumar Kisorepuria

...Executant/Complainant

Versus

M/s. Nissa Realtors Pvt. Ltd.

... Respondents

Project: Ghar Apna Phase- II

Present: For Complainant: Shri Jai Ram Singh, Advocate
For Respondent: None

Order

25.08.2026

1. The matter was last taken up for hearing on 05.06.2026, when learned counsel for the complainant, Shri Jai Ram Singh, was present in person, whereas none appeared on behalf of the respondent.
2. The case of the complainant, in brief, is that she entered into a registered Agreement for Sale dated 14.05.2012 with the respondent-company for purchase of Flat No. 302, Block-C, admeasuring 946 sq. ft., along with covered parking space, in the "Ghar Apana Phase-II" Project. The total consideration amount of the said flat was Rs. 25,00,000/-, out of which Rs. 23,51,000/- was paid by the complainant after obtaining a housing loan from the Bank. A copy of the Agreement for Sale has already been brought on record in Complaint Case No. RERA/CC/946/2020.
3. It is stated that, as the respondent failed to hand over the possession of the aforesaid flat, the complainant earlier filed

Complaint Case No. RERA/CC/946/2020 before the Authority. The said complaint was disposed of vide order dated 26.11.2021 after hearing the parties. A copy of the said order has been brought on record in the present proceedings.

4. During the course of hearing of the complaint case, the Authority noted that the complainant in his reply to the show cause filed by the respondent, had stated that the respondent was ready to provide a flat to the complainant at another location. The complainant had also stated in para 5 of his reply to the show-cause notice that the respondent had mutually agreed to deliver a flat at another place and that she was ready to accept the same.
5. The order dated 26.11.2021 further records that the complainant had objected to the respondent's proposal for refund, pointing out that the registered Agreement for Sale had neither been cancelled nor surrendered and was still subsisting. It was also submitted that the complainant had not made any application for cancellation of the agreement or refund of the amount paid by him.
6. The Authority, while disposing of the earlier complaint, noted that the respondent, in paragraph 7 of its counter-affidavit dated 12.04.2021, had stated that there had been discussions with the complainant and that there was every possibility of settlement/compromise. The Authority also noted the complainant's submission regarding the proposed allotment of a flat at another place.
7. In view of the aforesaid submissions, the Authority observed that no specific order was necessary at that stage and disposed of the complaint with liberty to the complainant to approach the Authority if any grievance remained outstanding. The relevant observation reads as follows:-

“In view of the above submissions, the Bench observes that no specific order may be necessary at this stage. With these observations the present case is disposed of. The complainant is at liberty to approach the Authority if any grievances remain outstanding.”

8. The complainant states that, despite the aforesaid submissions and assurances, the respondent has neither allotted any alternative flat nor handed over possession of the flat in question till date. Thus, according to the complainant, the grievance still remained outstanding as the respondent has failed to provide the promised accommodation.
9. The complainant has, therefore, instituted the present proceedings seeking appropriate directions for handing over the possession of the Flat No. 302, Block-C, or appropriate relief in respect thereof, together with interest/compensation for the period of delay under Section 18 of the Real Estate (Regulation and Development) Act, 2016 and Clause 7.6 of the Model Agreement for Sale.
10. The complainant had earlier prayed for a direction to the respondent to hand over the possession of Flat No. 302, Block-C, in the “Ghar Apana Phase-II” Project at the earliest, and further to pay interest/compensation in accordance with Section 18 of the RERA Act, 2016 and Clause 7.6 of the Model Agreement for Sale.
11. However through an affidavit dated 08.04.2026 filed before the Bench the complainant/executant has affirmed on oath that during the enquiry made by her, she found that the said flat has already been sold by the respondent and is currently in the possession of another person. In view of the abovesaid facts and circumstances, the complainant/executant has lost hope of obtaining possession of the said flat from the respondent and, consequently in lieu of the same, the complainant has sought refund of the principal

amount of Rs.23,51,000 lakh paid by him to the respondent along with interest in accordance with law.

12. On perusal of the records pertaining to this case, the Bench observes that the respondent has failed to comply with the directions/observations contained in the order passed by the Authority in RERA/CC/946/2020 dated 23.11.2021/26.11.2021. Despite sufficient opportunity and repeated persuasion by the complainant/executant, the respondent has neither handed over possession of the flat in question nor provided the alternative accommodation to the complainant. The respondent has also failed to take any effective steps towards resolution of the grievance of the complainant.
13. Such continued failure on the part of the respondent amounts to non-compliance with the order/directions of the Authority. Section 63 of the Real Estate (Regulation and Development) Act, 2016 provides that where a promoter fails to comply with or contravenes any order or direction of the Authority, the promoter shall be liable for a penalty on per day basis for the period during which such default continues, which may cumulatively extend up to five per cent of the estimated cost of the real estate project as determined by the Authority.
14. For the purpose of determination of the penalty under Section 63 of the Act, the Authority has considered the nature of the project and the consideration involved in the present matter. The total consideration of the flat in question is Rs.25,00,000/-. The Bench has also taken note of the valuation adopted in two similar matters, namely Ex/89/2022 & Ex/87/2022, where the total consideration of the concerned flat was Rs.25,00,000/- each. Having regard to the facts and circumstances and the material available on record, the Bench assesses the estimated cost of the project, for the limited

purpose of determination of penalty under Section 63, at Rs.75,00,000/-.

15. Accordingly, keeping in view the continued non-compliance of the respondent with the order/directions of the Authority, the nature and duration of the default, and the estimated project cost as assessed above, the Bench hereby imposes a penalty of Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand only) which is 3.33% of the Rs.50,00,000 upon the respondent under Section 63 of the RERA Act, 2016.
16. The aforesaid penalty of Rs.2,50,000/- shall be deposited by the respondent before the Authority within 60 days from the date of this order, failing which the same shall be recoverable in accordance with the provisions of the RERA Act, 2016 and the applicable rules.
17. In view of the facts and circumstances of the present case, particularly taking into account the failure of the respondent to hand over possession of the allotted flat or to provide an alternative accommodation as represented before the Authority, and considering the categorical request of the complainant/executant to withdraw from the project and seek refund, the prayer of the complainant for refund of the amount paid by her is found to be justified.
18. Accordingly, the respondent is hereby directed to refund to the complainant/executant the principal amount of Rs.23,51,000/- (Rupees Twenty-Three Lakh, Fifty One Thousand only) received by it towards the consideration of Flat No. 302, Block-C, in the “Ghar Apana Phase-II” Project, 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.

19. The aforesaid amount of Rs.23,51,000/- along with the applicable interest shall be paid by the respondent to the complainant/executant within 60 days from the date of this order.
20. It is made clear that, upon receipt of the aforesaid refund amount along with applicable interest, the complainant/executant shall have no further claim for possession of Flat No. 302, Block-C, under the Agreement for Sale dated 14.05.2012, subject to the rights, if any, arising from non-compliance with the present order.
21. In case the respondent fails to comply with the aforesaid direction within the stipulated period, the amount payable under this order shall be recoverable in accordance under Section 40(1) of the Real Estate (Regulation and Development) Act, 2016, read with Rule 25 of the Bihar Real Estate (Regulation and Development) Rules, 2017, and Sections 4 and 5 of the Bihar and Orissa Public Demand Recovery Act, 1914. A copy of this order, along with the requisite recovery certificate, be transmitted to the Collector, Patna, for recovery of the aforesaid amount in accordance with law.
22. In view of the respondent's failure to comply with the earlier proceedings and the grievance raised by the complainant regarding non-compliance, the complainant shall be at liberty to take appropriate steps for enforcement of the present order in accordance with law, in the event of non-compliance.

With the above directions, the present execution proceedings stand disposed of.

Sd/-
Sanjaya Kumar Singh
Inquiry Commissioner
RERA Bihar