

REAL ESTATE REGULATORY AUTHORITY, BIHAR
Before the Bench of Mr. Ved Prakash,
Special Presiding Officer

RERA/CC/94/2025

Vinay Kumar

....Complainant(s)

Vs

M/s Dream PR Homes Pvt. Ltd.

....Respondent

PROJECT- Singapore Palace

For the complainant:

Mr. Akash Deep (Adv.)

For the respondent :

None

10.06.2026

O R D E R

Hearing is taken up. Shri Akash Deep, learned counsel on behalf of complainant is present, but the respondent is absent.

2. Learned counsel for complainant submits that the complainant booked two Flat bearing nos.205 and 206 on 2nd floor of Block A in the project, Singapore Palace being developed by respondent company, M/s Dream P R Homes Pvt. Ltd on the land bearing Khata no. 18, Khesra no. 1140 (P), Thana no.- 41, Mauza – Mohammadpur, Phulwarisharif, Patna, Bihar for the total consideration of Rs. 45,00,000/-. The complainant paid a total sum of Rs. 4,50,000/- at the time of booking, but no agreement for sale was executed by the respondent promoter. The complainant further paid another sum of Rs. 4,50,000/- in cash to the promoter and thereby requested the respondent to execute an agreement for sale, but the respondent sought time on one or the other pretext. However, KYC regarding the deal was signed by both parties. Learned counsel for complainant further submits that the respondent promoter was not interested in developing the project. Having realized that the project in question is not likely to developed due to latches on the part of the respondent, the complainant time and again requested the respondent to refund the total paid amount of Rs. 9,00,000/- to him along with interest. Pursuant thereto, the respondent issued two cheques, each of Rs. 4,50,000/- to the complainant with promise to refund the remaining amount. However, both

cheques got dishonored and till date, the respondent has failed to refund his paid amount. Learned counsel further submits that copy of payment receipts are also filed on record.

3. There is no representation on behalf of the respondent. No counter reply is filed on behalf of the respondent to defend his case.

4. Considering the submissions made on behalf of the complainant as well as the material/documents available on record, it appears that the respondent initially lured the complainant to purchase flats in his so-called project, Singapore Palace and received payments against booking of two flats, but the said project could not get a start and ultimately it was dropped. In that eventuality, the respondent was legally and morally bound to immediately refund the principal amount to the complainant along with interest. The respondent handed over two cheques, each of Rs. 4,50,000/- to the complainant but that too got dishonored. Further, the submissions made on behalf of the complainant in his complaint case have to be scrutinized /examined on the basis of documentary evidence available on record. In this way, the complainant has been able to make out his case which needs to be decided on merit. Hence, the Bench holds that since the project is a dropped one, the respondent promoter is under obligation to refund the money to the homebuyers like the complainant along with applicable interest.

5. In the backdrop of the factual matrix of the case and the discussions made hereinabove, this Bench/Authority directs the respondent company through its Director, Shri Sanjeev Kumar Srivastava to refund the total principal amount of Rs. 9,00,000/- to the complainant 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.

With these observations/directions, this complaint case is disposed of.

Sd/-
(Ved Prakash)
Special Presiding Officer