REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Bench of Hon'ble Inquiry Commissioner, Mr. Sanjaya Kumar Singh, RERA, Bihar

RERA/CC/96/2024

Nandini Mala …...Complainant

Vs

M/s Rajnirmal Homes Pvt. Ltd. …..Respondent

Project: Signature Tower

Present: For Complainant: Mr. Sumit Kumar, Advocate

For Respondent: Mr. Ankit Kumar, Advocate

29/05/2026 **O R D E R**

The matter was last heard on 19.02.2026 when Mr. Sumit Kumar, learned counsel for the complainant was present. Mr. Ankit Kumar, learned counsel for the respondent was also present.

Learned counsel for the complainant submitted that the complainant had booked a flat bearing Flat No.306 on 3rd floor in Block-A having an area of 1377 sq.ft. along with one reserved covered car parking space in the proposed project 'Signature Tower' for a total consideration amount of Rs.34,48,250/- and out of the said consideration amount, the complainant paid Rs.14.50 lakh to the respondent which has been acknowledged by him through his money receipts. All the money receipts have been annexed as Annexures 2 series to this complaint petition. Thereafter the complainant and the respondent entered into an agreement for sale on 03.08.2021 which has been annexed as Annexure 3 to the complaint petition. He further submitted that as per para-27 of the Agreement for Sale the promoter was to hand over the possession of the said flat to the complainant by 22.02.2024 but the respondent did not hand over the possession of the said flat. He further submitted that the construction of the project has not been initiated as yet and the entire project is in a totally incomplete stage and hence, he has a strong apprehension that the project is ever going to be completed. Hence, the complainant has prayed for a direction to the respondent either to provide physical possession of the said flat or to refund the entire amount of Rs.14.50 lakh to the complainant along with interest as per the provisions of law and prayed for a liberty to file a complaint before the A.O. for compensation and interest.

On perusal of the record, it appears that by the interim order dated 19.01.2026 both the parties were given opportunity to file written notes of argument but neither of the parties has filed the same. On 19.02.2026 also the learned counsel for the respondent sought for time to file a written reply but he has failed to do so.

This Bench observes that despite several opportunities given to the respondent, he has failed to handover the possession of the said flat or voluntarily refund the money paid to him by the complainant. This Bench,

therefore, feels that the complainant cannot be made to suffer for an indefinite period and hence, in the interest of justice, order is being passed on the basis of documents available on record.

Perused the entire record of the case including the documents submitted by the complainant. On perusal of the record, it is observed that the complainant had booked a flat in the said project and had paid a total amount of Rs.14.50 lakh out of the total consideration amount of Rs.34,48,250/- in the year 2021 itself. The respondent has issued money receipts of the said amount. It is also clear that the booking was done way back in the year 2021 but even after a lapse of over five years, the respondent neither handed over the possession of the said flat nor voluntarily refunded the entire paid amount to the complainant. Nevertheless, it is clear that the respondent has enjoyed full economic benefit of the amount paid by the complainant to the respondent company for the entire period from the date of payment till the present day and she is, therefore, liable for getting refund of the entire amount along with due interest as per the provisions of law.

Thus, in light of the documents placed on record and submissions made therein and also considering the fact that the respondent has enjoyed full economic benefit of the amount paid by the complainant in lieu of the booking of the alleged flat, this Bench hereby directs the respondent company and its Directors to refund the total principal amount of Rs.14.50 lakh to the complainant along with interest @ 2% above the Marginal Cost of fund-based Lending Rate (MCLR) of State Bank of India as applicable for three years from the date of booking till the date of refund within sixty days of the date of issue of this order.

As regards the claim for compensation, the complainant is at liberty to press the same before the A.O. (Adjudicating Officer) as per the provisions of the Real Estate (Regulation and Development) Act, 2016.

With these directions and observations, the matter is disposed of.

Sd/-

(Sanjaya Kumar Singh)
Inquiry Commissioner,
RERA, Bihar