

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

**RERA/CC/98/2025**

**Ashok Kumar Singh**

**.....Complainant**

**Vs**

**M/s R.D.Eco Developers Pvt. Ltd.**

**.....Respondent**

**Project: Ram Swaroop Apartment**

**Present: For Complainant: Mr. Amit Singh, Advocate**

**For Respondent: Mr. Sumit Kumar, Advocate**

**03/12/2025**

**ORDER**

Hearing taken up. Mr. Amit Singh, learned counsel for the complainant is present. Mr. Sumit Kumar, learned counsel for the respondent is also present.

Learned counsel for the complainant reiterates his earlier statement and requests for refund of the entire amount paid by him along with interest as per the provisions of law. He says that despite a long period and accrual of interest on the money borrowed by him from the concerned Bank which is entailing heavily on his personal expenses, he is suffering an irreparable loss and therefore, he requests for payment of interest to be given on the entire amount as per the provisions laid in Bihar RERA Rules, 2017.

Learned counsel for the respondent submits that he is ready to pay the principal amount but as far as interest on the principal amount is concerned, he needs to take a clarification from the respondent in person before giving his final consent in this respect. He submits that though physical possession has not been given, yet the sale deed has been executed and the possession has been handed over in writing to the concerned complainant which is basically the reason for not paying the interest. The learned counsel for the complainant objects to the statement made by the respondent saying that the said flat is still in the possession of the respondent and physical possession of the same has not been handed over to the complainant as yet.

After hearing the arguments of both the respondent as well as the complainant, it is clear that though the possession letter has been given by the respondent but physical possession has still not been handed over to the complainant as yet and that is why he has filed the present complaint case for refund of the entire principal amount paid along with interest as per the provisions of law. It is thus clear that as per the provisions laid in Section 19(4) of the Real Estate (Regulation and Development) Act, 2016 the complainant, as an allottee, is fully justified and entitled to claim refund of the amount paid along with interest as per the provisions of law.

It thus goes without fail that the respondent is liable for payment of the entire paid amount of Rs.57.00 lakh along with interest as per the provisions of law, as claimed by the complainant.

A similar matter pertaining to the same project was brought before this court by one Mamta Sharma, who had filed a complaint bearing RERA/CC/133/2025, wherein this Bench vide its speaking order dated 05.11.2025 had held that despite the conveyance of sale deed executed in favour of the complainant concerned and also handing over the physical possession of the said flat in paper has basically tried to misuse the provisions of law in his favour by not giving the actual physical possession of the said flat to the complainant concerned and thus, making the complainant suffered not only on account of the flat not being handed over to the said complainant but also putting the complainant to a great loss by not only indirectly pressurising the complainant to pay the bank interest for the loan amount taken by the said complainant but also to pay the rent which the complainant is paying for his temporary residence as the flat is not being handed over to the complainant. This case is identical to the above referred case (RERA/CC/133/2025) except for the request of the complainants in the two complaint cases as in the instant case, the complainant is demanding for refund of the entire amount along with interest whereas in the referred complaint case, the complainant was demanding for the physical possession of the flat to be handed over to her as soon as possible.

Thus, in light of the documents placed on record and submissions made therein and also considering that the respondent has enjoyed the economic benefit of the entire 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 entire principal amount of Rs.57.00 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 a period of sixty days from the date of issue of this order.

As regards claim for compensation is concerned, 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