

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

RERA/CC/50/2025

Nidhi SinghComplainant(s)

Vs

M/s Agrani Homes Real Marketing Pvt. Ltd.Respondent

PROJECT- Agrani PG Town

For the complainant:

Mr.PrasantRai (Adv.)

For the respondent :

Mr.Alok Kumar (Director)

12.02.2026

ORDER

Shri Prasant Kumar, learned counsel on behalf of complainant is physically present, but Shri Alok Kumar, Director of respondent company appears through video conferencing.

2. The present complaint case has been filed seeking refund of the principal amount paid by the complainant to the respondent in respect of a flat/unit in the project, namely, Agrani P.G. Town. The case of the complainant is that the complainant was promised by the developer/promoter to deliver physical possession of Flat no. 404 having area of 1300 sq. ft on 4thFloor inBlock –G of the project, Agrani P.G. Town in the year 2022 along with one parking space on the ground floor and other necessary amenities against the consideration amount of Rs. 26,80,000/-. The complainant, being interested in the deal, booked the said flat by making an initial payment of Rs. 40,000/-.

3. The further case of the complainant is that relying on the promises made by the developer, the complainant paid to the respondent company a total sum of Rs. 15,84,000/- in different instalments through cheques. The account statement of SBI filed on record is sufficient to prove that the complainant has paid the said principal amount to the respondent towards

purchase of the flat in question. The complainant has further submitted that the respondent has failed to deliver physical possession of the flat in question within the agreed timeline. Despite repeated requests of the complainant, the respondent, in order to escape from the situation, used to make false assurances and given new deadline to deliver physical possession of flat. Under the circumstances, the complainant is left with no option but to request for refund of the total principal amount of Rs. 15,84,000/- along with interest.

3. The Director of the respondent company who appears through video conferencing, submits that he has no objection for payment of principal amount of Rs. 15,84,000/-, but presently, he is not in a position to give any deadline to refund the principal amount of complainant. He shows his inability to refund the same due to financial constraints.

4. Heard the parties and perused the record.

5. The Bench/Authority takes note of the fact that the respondent has completely failed to honour the promises and commitments made to complainant with respect to delivery of physical possession of flat in question to the complainant. The Bench also observes that the respondent promoter has breached the trust with the complainant.

6. In the backdrop of the submissions made on behalf of the parties as well as on going through the records and also in view of the documents placed on record, the Bench/Authority holds that the complainant is entitled to refund of the principal amount along with interest as the complainant cannot be left in lurch and the hard-earned money of the home buyer has to be safeguarded at all cost.

7. In the facts and circumstances of the case, as discussed above, the Bench/Authority hereby directs the respondent company through its Director, Shri Alok Kumar to refund the principal amount of Rs. 15,84,000/- to the complainant along with interest @ 2% above MCLR of State Bank of India, applicable for three years, from the date of the payment of the amount till the date of refund, within 60 days of the order.

As regards other relief, the complainant shall be at liberty to press other claim(s), if any, which are in the nature of compensation, before the

court of A.O., RERA, Bihar.

With these directions and observations, the present complaint cases is disposed of.

Sd/-
(Ved Prakash)
Special Presiding Officer