

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

RERA/CC/22/2026

Subhash Kumar SharmaComplainant(s)

Vs

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

PROJECT- **AGRANI S.B.I. NAGAR**

For the complainant:

In person

For the respondent :

Mr.Alok Kumar (Director)

12.02.2026

ORDER

The 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 SBI Nagar. The case of the complainant is that a Memorandum of Understanding was executed on 30.10.2015 between the complainant and respondent promoter as per which the developer was to construct and complete the flat in his project, Agrani SBI Nagar, situated at Mouza –Dhawalpura, P.S – Bypass, bearing Thana no.-21, District –Patna and the buyer/complainant has agreed to acquire the said unit for a total consideration amount of Rs. 12,00,000/-, out of which the complainant has paid Rs. 6,50,000/- to the respondent before the execution of MOU.

3. The further case of the complainant is that relying on the promises made by the developer under MOU, the complainant paid to the respondent company a total sum of Rs. 6,50,000/- The payment receipts issued by the respondent company is also filed on record. The complainant has further submitted that the respondent has failed to deliver physical possession of the flat in question within the agreed timeline. Since the respondent was not able to complete the said and deliver possession of the

flat, he has requested for refund of the principal amount 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. 6,50,000/-, but he is presently not in a position to give any deadline to refund the principal amount of complainant 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 under MOU with respect to delivery of physical possession of flat in question. 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. 6,50,000/- 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 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