

REAL ESTATE REGULATORY AUTHORITY, BIHAR

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

RERA/CC/165/2024

Sharaddha Rishi

.....Complainant

Vs

M/s Pan Homes India Pvt. Ltd.

.....Respondent

Project: Dhirendra Shree

**Present: For Complainant: Mr. Pulkit Thakur, Advocate
For Respondent: None**

19/06/2025

ORDER

The matter was last heard on 05.06.2025 when Mr. Pulkit Thakur, learned counsel appeared on behalf of the complainant but none appeared on behalf of the respondent. Mr. Pankaj Kumar, the Director of the respondent company had appeared before this Bench on 08.05.2025 and had requested for some time to make payment of the due amount to the complainant.

Learned counsel for the complainant has submitted that the complainant had booked a flat bearing Flat No. 305 on 3rd floor having super built up area of 1020 sq.ft. in the project 'Dhirendra Shree Apartment in Bodh Gaya on 20.11.2022 for a total consideration amount of Rs.30.08 lakh and thereafter she had paid Rs.2.50 lakh on the same day and Rs.50,000/- on 08.01.2023. In total she had paid Rs.3.00 lakh to the respondent. The learned counsel for the complainant further submitted that on 09.08.2023 the complainant cancelled her booking through mail which was acknowledged by the respondent on the same day. The respondent through his email dated 09.08.2023 sent to the complainant agreed to refund Rs.1,79,680/- only out of Rs.3.00 lakh within 90 days of cancellation after deducting 4% of the total consideration amount as per the cancellation policy and as mutually agreed at the time of booking. The respondent has failed to refund the said amount till date. He further submitted that the complainant has requested several times to the respondent for refund of the said amount through several modes but the respondent has only made excuses, hence she has filed this

complaint after a lapse of 147 days from the date of cancellation for refund of Rs.1,79,680/- along with interest to her.

The complainant has placed on record the copy of the cancellation of the booking of her flat, payment receipts, the booking form and copies of the proceedings of the Conciliation Forum Bench dated 01.07.2024 and 05.08.2024.

Perused the record. No reply has been filed on behalf of the respondent but on 08.05.2025 the Director of the respondent company had appeared and had agreed to make the payment of Rs.1.80 lakh. On perusal of the copies of the proceedings dated 01.07.2024 and 05.08.2024 of the Conciliation Forum Bench, it is clear that in the Conciliation Forum also, the Director of the respondent company had agreed to refund Rs.1.80 lakh along with interest to the complainant.

It is pertinent to mention here that according to Clause (4) of the Terms and Conditions of the Booking Form the complainant agreed to pay 4% cancellation charge of the sale value. In this case the complainant had paid Rs.3.00 lakh to the respondent out of total consideration of Rs.30.08 lakh and on the total value 4% deduction charge comes to Rs.1,20,320/-. In this way the total refundable amount becomes $\text{Rs.}3,00,000 - 1,20,320 = 1,79,680/-$ which the respondent agreed to pay to her as evident from the email reply sent to the complainant by the respondent.

After perusing the terms and conditions laid in the Booking Form, prima facie it appears that the said terms and conditions are against natural justice as they mandate to deduct 4% of the entire sale value of the booked flat instead of the amount actually paid by the complainant. However, since the said booking has been done on mutual agreement basis between the complainant and the respondent, hence this Bench refrains from making any observation with regard to the deductible amount. However, it is clear that the respondent promoter is liable to pay not only the remaining amount (after deduction of 4% of the sale value) but also the interest amount to be calculated from the date of

acknowledgment/ acceptance of the cancellation of the booking of the said flat till the date of final payment of the same.

Thus, in the light of the documents placed on record and submissions made during the hearing, it becomes clear that the respondent has enjoyed the economic benefit of the amount paid by the complainant in lieu of booking of the alleged flat. Thus, after giving serious and judicious consideration to the facts and evidences pertaining to the matter, this Bench hereby directs the respondent company and its Directors to refund the principal amount of Rs.1,79,680/- to the complainant along with interest amount calculated at the rate of 2% higher than the marginal cost of fund-based lending rate (MCLR) of State Bank of India as applicable for three years from the date of cancellation of the booking i.e. 09.08.2023 till the date of refund of the entire amount. The said refund shall be ensured within a period of sixty days from the date of issue of this order.

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

Sd/-

(Sanjaya Kumar Singh)
Inquiry Commissioner,
RERA, Bihar