

**REAL ESTATE REGULATORY AUTHORITY, BIHAR,**

Before the Bench of Mr. Ved Prakash,  
Special Presiding Officer

**RERA/CC/80/2024**

Ravi Shankar Kumar .... Complainant

Vs.

M/s Raj Nirmal Homes Pvt. Ltd. ....Respondent

**PROJECT: SIGNATURE TOWER**

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For the Complainant: Mr. Mithun Kumar, Advocate

For the Respondent: None

**04.07.2025**

**ORDER**

Learned counsel Mr. Mithun Kumar on behalf of the complainant is present but the respondent is absent.

2. The complainant submits that he entered into an Agreement For Sale on 20.05.2019 with the Managing Director of the respondent – company to purchase Plot no. B-49 having area of 1500 sq. ft. in the project “Nirmala Aawas at Naubatpur, Patna” of M/s Raj Nirmal Homes Pvt. Ltd. on consideration amount of Rs.14,40,000/-, out of which the complainant paid Rs.1,80,000/- but on failure of the respondent in not delivering possession of plot, the Managing Director of the respondent – company approached the complainant to book a 2 BHK flat in the project “Signature Tower” and that offer was accepted by the complainant and he paid Rs.13,21,450/-, against which the complainant issued payment receipts and the same are kept on record, but the respondent failed in executing the Agreement For Sale in connection with booking of 2 BHK flat in the project “Signature Tower”. So, the complainant requested to refund his principal amount of Rs.13,21,450/- but the respondent neither refunded his money nor made any positive response to the complainant. Hence, this complaint by the complainant for refund of money along with interest.

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3. It is evident from the record that the respondent – promoter never appeared before the Conciliation Forum nor before this Bench in spite of notice issued on 04.06.2025 & 25.04.2025, which suggests that the respondent does not want to cooperate in this matter and he wants to linger this matter in order to harass the complainant further.

4. Perused the record. The Bench observes that the respondent - promoter did not honour the commitment made to the complainant of either handing over possession of plot as per Agreement For Sale dated 20.05.2019 in the project “ Nirmala Aawas at Naubatpur, Patna” or handing over possession of flat in the project “ Signature Tower” in spite of receiving an amount of Rs.13,21,450/-. Further, when the respondent – promoter failed in honouring the commitments and the complainant requested to refund his amount he did not refund the principal amount of the complainant. The Bench is of the view that the respondent – promoter does not want to say anything in this matter as in spite of repeated chances provided to him he never either appeared before the Conciliation Forum or this Bench. Considering the hardship being faced by the complainant and also the indifferent and non-cooperative attitude of the respondent – promoter in not appearing in this matter in spite of several opportunities provided, this Bench is left with no option but to dispose of this case on the basis of material available on the record.

5. Taking into consideration the aforesaid submission of learned counsel for the complainant and on going through the material available on record, the Bench directs the respondent - company and its Managing Director Mr. Shani Kant Kumar to refund the principal amount of Rs.13,21,450/- to the complainant along with interest at 2% above marginal cost of lending rate of the State Bank of India since the date of payment of the principal amount till the date of refund within sixty days of this order.

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6. The complainant is at liberty to press other claims, if any, which are in the nature of compensation, before the Adjudicating Officer, RERA.

**With the aforesaid observations and directions, this case is disposed of.**

**Sd/-**

**(Ved Prakash)**

Special Presiding Officer, RERA, Bihar.