

REAL ESTATE REGULATORY AUTHORITY, BIHAR,

Before the Bench of Mr. Ved Prakash,

Special Presiding Officer

RERA/CC/466/2023

Saroj Kumari

....

Complainant

Vs.

M/s Redbrick Infrabuild Pvt. Ltd.

....Respondent

PROJECT: PLOT

For the Complainant: In person

For the Respondent: Mr.Raju Kumar, Advocate

Mr. Saroj Kumar, Advocate

11.07.2025

ORDER

The complainant along with her husband and learned counsels Mr. Raju Kumar and Mr. Saroj Kumar on behalf of the respondent are present.

2. Learned counsel for the respondent by filing photo copy of letter of acknowledgement dated 16.03.2021 issued by the Director of the respondent – company submits that Gold Coin was handed over to the complainant at the time of booking and it was apprised to her that in the event of cancellation of allotment owing to any reason in future, the company would have right to refund the payment after forfeiting an amount equivalent to the amount of Gold Coin and now since the complainant has cancelled the allotment she has to either return the Gold Coin or to pay equal price against the said Gold Coin. He further submits that the respondent is ready to refund the total principal amount after deduction of already refunded Rs.1,00,000/- to the complainant and the respondent is not in position to pay the interest as the complainant herself has cancelled the allotment of booking.

3. The complainant protests and submits that now the Coin is not available and she is ready to pay equal price against the Gold Coin received by her, but the said price has to be adjusted as

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per the Agreement executed between the parties in the year, 2021.

4. Considering the submission of the parties as well as going through the record with their mutual consent, it is resolved that the price of the Gold Coin is fixed Rs.50,000/- and the said amount of Rs.50,000/- will be deducted from the total principal amount of Rs.6,50,000/-. It is further resolved that since both the parties are ready to settle the matter mutually, the already refunded amount of Rs.1,00,000/- and price of Gold Coin of Rs.50,000/- will be deducted from the total principal amount of Rs.6,50,000/-. As such the respondent has to refund Rs.5,00,000/- to the complainant without interest. Both the parties further resolved that the refund of the principal amount will be made by the respondent till 15th September, 2025 and in case of default in refund of the aforesaid amount, the respondent will pay interest @2% above marginal cost of lending rate (MCLR) of the State Bank of India on the total principal amount of Rs.6,50,000/- till the date of payment.

In the light of the aforesaid mutual settlement arrived at between the parties, the matter is hereby disposed of.

Sd/-

(Ved Prakash)

Special Presiding Officer