

**REAL ESTATE REGULATORY AUTHORITY, BIHAR,**

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

**RERA/CC/150/2024**

Sanjeev Kumar .... Complainant

Vs.

M/s Ashirwad Engicon Pvt. Ltd. ....Respondent

**PROJECT: ASHIRWAD PNB DIAMOND CITY**

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For the Complainant: In person

For the Respondent: Mr. Ishtiyaque Hussain, Advocate

**04.07.2025**

**ORDER**

The complainant and Learned counsel Mr. Ishtiyaque Hussain on behalf of the respondent are present.

2. The complainant submits that he entered into an Agreement For Sale on 15.09.2015 with Sri Ajay Singh, the Managing Director of the respondent – company, to purchase a flat of 1367 sq. ft. along with car parking in the project “Ashirwad PNB Diamond City” situated at village Kanhauli, Post- Painal, P.S. Bihta, Patna, on consideration amount of Rs, 7,51,000/-, which was paid by him and the acknowledgement payment receipts were issued to him which are kept on record. He further submits that when the construction work of the project was not started for a long time, he sent a letter dated 14.09.2023 for refund of his money and thereafter the respondent – promoter refunded Rs.3,55,000/- out of his principal amount of Rs.7,51,000/-. The remaining amount is still to be refunded but till date in spite of repeated requests the respondent has not refunded his remaining amount. Hence, this complaint by him for refund of his remaining amount of Rs.3,96,000/- with interest.

3. Learned counsel for the respondent does not dispute the Agreement For Sale dated 15.09.2015 between him and Sri Ajay Singh, the Managing Director of the respondent –

/2/

company, to purchase a flat of 1367 sq. ft. along with car parking in the project and making refund of remaining amount of payment of Rs.3,96,000/-. He submits that the respondent is ready to refund the remaining amount.

4. Perused the record. The Bench observes that the respondent - promoter neither honoured the commitment made to the complainant of completing the project nor handing over possession of flat within the specified time, nor refunded the full principal amount in spite of request being made to the respondent. However, learned counsel for the respondent submits that the respondent – promoter is ready to refund the remaining amount of Rs.3,96,000/- to the complainant.

5. Taking into consideration the submissions of learned counsels for the parties and on going through the material available on record, the Bench directs the respondent - company and its Managing Director Sri Ajay Singh to refund the remaining amount of Rs.3,96,000/- 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.

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.