

**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: ASHIRVAD PNB DIAMOND CITY**

For the Complainant: In person

For the Respondent: Mr. Ishtiyaque Hussain, Advocate

**18.07.2025**

**ORDER**

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

2. The complainant submits that he booked a flat of 1367 sq. ft. along with open car parking on ground floor in the project "Ashirvad PNB Diamond City" located at Kanhauli Bazar, Post – Painal, Bihta, Patna on consideration amount of Rs.7,51,000/- vide Agreement For Sale dated 15.09.2015 executed between him and the respondent. He made payment of total consideration amount and payment receipts were issued by the respondent, copies of which are kept on record. He further submits that while booking the respondent had assured for delivery of possession of the flat within the specified period of time but even after lapse of such a long period, the respondent has failed to develop and complete the project, hence he requested the respondent vide letter dated 14.09.2023 to refund the principal amount along with interest, upon which the respondent refunded Rs.2,50,000/- but the remaining amount was not refunded. Hence, the present complaint was filed by him seeking direction to the respondent to refund his remaining amount along with interest at the earliest.

3. Learned counsel for the respondent submits that during course of the proceedings before the Bench on 10.09.2024, 22.10.2024 & 03.12.2024 he had submitted that out of Rs.7,51,000/- the respondent already made payment of Rs.4,50,000/-, which has not been disputed by the complainant. He assured that the respondent would make payment of remaining amount at the earliest but could not be paid

/2/

due to financial crunch. He further submits that the respondent is ready to make payment of remaining amount of Rs.301000/- to the complainant at the earliest.

4. Perused the record. The Bench observes that the respondent - promoter neither honoured the commitment made to the complainant of completing the project and handing over possession of the flat within the specified time nor has refunded the remaining amount of Rs.3,01,000/-as yet in spite of request vide letter dated 14.09.2023. However, learned counsel for the respondent submits that the respondent is ready to refund the remaining amount.

5. In the backdrop of the submissions made by the complainant and on going through the material available on record, the Bench directs the respondent - company and its Managing Director Mr. Ajay Singh to refund the remaining amount of Rs.3,01,000/- to the complainant along with interest at 2% above marginal cost of the lending rate (MCLR) of the State Bank of India on the total principal amount since the date of payment till 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.