

REAL ESTATE REGULATORY AUTHORITY, BIHAR
IN THE COURT OF SPECIAL PRESIDING OFFICER, RERA, BIHAR
 RERA/CC/428/2025

Sharda Singh-----Complainant

v.

M/s Mundeshwari Multicon Pvt. Ltd. -----Respondent

PROJECT:OR BITO

29/07/2026

ORDER

The complainant has filed this case to direct the respondent to honour the rest consideration amount of the complainant and to hand over the possession of the allotted flat i.e. flat no. B-902 and to execute a sale deed of the allotted flat along with occupancy certificate and also compensation for the delay including monthly interest at the rate of 12% per annum on the total amount paid by the complainant for the period from October 2020 till the time of handing over possession. It is also for compensation of Rs. 5 lakhs for mental agony and harassment.

2. The complainant's case in brief is that the respondent no.1 namely Mundeshwari Multicon Pvt. Ltd. had come up with a public offer to sell flats in the ongoing project, which was being constructed under the name and style of Mundeshwari Orbit and offered all amenities like preferred location charges, interest free maintenance, security, power back up charges over covered parking and capital replacement fund. The respondent no.2 namely Samrendra Singh, the Managing Director of the Respondent no.1, had approached the husband of the complainant namely Kamal Narayan Singh, who was sitting Secretary of RERA, Bihar at the

relevant time to purchase one flat on 11.10.2020. The husband of the complainant had showed his inclination to purchase a flat in his ongoing project having super built-up area of more than two thousand sq. ft. and carpet area of more than 1600 Sq. ft. The respondent no. 2 responded to make available a flat having super built up area of 2257 Sq. ft. with carpet area of 1770 Sq. ft. Upon believing and trusting on the offer, the husband of the complainant booked a flat in receipt no. 108 issued by the Manager cum Authorized signatory of the respondent no. 1 namely Gautam Singh. On different dates in different modes the husband of the complainant paid a sum of Rs. 41, 02,551/- (Forty-one lakh two thousand five hundred fifty-one Rupees) against the total consideration amount of Rs. 1.10 Crore and the balance of the consideration amount was to be paid at the time of handing over the allotted flat.

3. After the demise of the husband of the complainant, son of the complainant namely Rahul Rathour visited the office of the respondent no. 1 in December 2023 to acknowledge the progress of the construction and to get the allotted flat handover but no positive response was given by respondent no.2, who was present in the office. The son of the complainant approached the respondent on several occasions and in last June, 2025 he visited the registered office of the respondent no. 1. The respondent no. 2 had refused to hand over the allotted flat and to accept the balance amount, which caused severe mental agony to the complainant. The complainant is always ready to make payment of balance amount of the agreed consideration for the allotted flat for which legal notice was served upon the respondents on 17.07.2025 and seeing no response, the complainant has filed this case.

4. The respondent appeared and filed a reply stating therein that the complainant's husband came to the respondent company through the introduction of one Sanjay Singh with the intention of purchasing a flat in the Orbit Project at Danapur-Khagaul Road, Patna and showed interest in booking the flat and paid a token amount of Rs. 51,000/-, assuring that he would arrange the balance amount and complete the entire payment within three months, keeping in view this assurance and the understanding between the parties, the respondents agreed to offer him a flat at a concessional rate of Rs. 4,500/- per sq. ft., which was lower than the prevailing market rate at that time and a flat bearing No. B-902 in B Block was tentatively indicated to him, with a clear understanding that the formal Builder-Buyer Agreement would be executed only after the full payment was made. However, after making the initial payment, there was no further response or payment from his side for a long period, despite oral reminders from the respondents and after about one and a half years he again approached the respondents and made a further payment, requesting that the same be accepted and also mentioning that due to his ill health he could not arrange the funds earlier and even expressed that he would consider taking some other flat if required, but by that time the agreed period for payment had already passed and the market situation had also changed, making it difficult to continue with the earlier understanding on the same terms. No final agreement or binding contract was ever signed. Only a small booking amount of Rs. 51,551/- was paid on 11.10.2020. The booking amount paid was only to show interest and was not a final sale. Flat No. B-902 was never officially given to him and it was only a temporary option that depended on him paying on time and

signing a proper agreement. Since he did not follow these steps, the temporary booking was cancelled and the flat was put back up for sale. The respondent admitted that on 09.04.2021, the complainant's husband paid an additional Rs. 15,00,000/- (Rs. 1,00,000/- in cash and Rs. 14,00,000/- by cheque). However, this payment was made about six months after the original three-month deadline had already passed. This was a clear failure to follow our initial agreement. He only accepted the money out of goodwill and assurance from the complainant's husband that the amount being paid would be adjusted towards the flat subsequently chosen by him, in place of the earlier token flat. The market rate at that time was between 5,000 to 6000/- per sq. ft. but they had offered Mr. Singh a lower rate of Rs. 4,500/- per sq. ft. only because he had promised to pay the full amount within three months but he had failed. The next payment, made on 09.04.2022 after nearly a year long gap, again failed to follow the agreed timeline. As such he has no legal obligation to keep any specific flat reserved for him or to hand it over. The respondents received a total of Rs. 41,02,551/- but denied that these payments gave the complainant any legal right or ownership of the flat. Since the building was already almost finished, other buyers were required to pay around 90% of the total cost upfront, which was not done in this case. The complainant's son Shri Rahul Rathour, visited the office in October, 2024, which was more than one and a half years after the demise of his father, and at that time he claimed possession of a flat which was never legally allotted, and despite this, the respondents, out of humanitarian concern, offered to refund the entire amount received along with 8% annual interest. The said offer was refused by him and instead he chosen to proceed in a manner which amounts to

misuse of the legal process. It was the failure of the complainant's husband to follow the agreed payment terms which led to the automatic lapse of provisional booking and the allegations of harassment and mental agony only to support a false claim. The conduct of the complainant amounts to an attempt of unjust gain and misuse of the legal process. The said flat was sold to another person after the failure of the complainant's husband to make the required payment within the agreed time and this fact was clearly communicated to him through several oral discussions in the presence of Mr. Sanjay Singh and, therefore, the present demand is not justified. The respondent is ready to refund total amount received along with interest @ 8% per annum within 30 days from the date of written communication from the complainant, as a fair gesture to close the matter, without affecting their legal rights and contentions in any manner.

5. Heard both sides. Perused the case record. It is admitted fact that there is no any written agreement between the both the parties rather it is admitted fact that the complainant paid total Rs. 41,02,551/- out of consideration amount of Rs. 1.10 Crores for a flat. As per complainant the respondent had not given possession of the flat whereas as per the respondent the complainant did not pay total consideration amount within the limited period and having no option he sold the same to other person. The terms and conditions of the agreement is oral and not in written agreement. Oral submissions are to be proved by the concerned parties but no one proved oral terms and conditions. In such a situation, only the admission of the respondent that he took Rs. 41,02,551/- out of Rs. 1.10 Crore which was less than 50% of the total amount for the flat. The respondent has stated that the

concerned flat is not in his hand, rather it has been sold to another person and as such he cannot give such flat to the complainant. He has also stated that he is ready to refund the paid amount to the complainant with 8% interest.

6. Considering the above facts and circumstances and the statement made by the respondent, in the interest of natural justice, the respondent is directed to refund the principal amount of Rs. 41,02,551/- (Forty-one lakh two thousand five hundred fifty-one Rupees only) which was paid by the complainant to the respondent along with interest within sixty days of issue of this order. The rate of interest payable by the respondent shall be calculated at the rate of marginal cost of fund-based lending rates (MCLR) of the State Bank of India as applicable for three years plus 2% from the date of booking till the date of payment.

7. So far the compensation is concerned, that is the jurisdiction of the Adjudicating Officer and as such the complainant is at liberty to raise the same before the Adjudicating Officer as per prescribed law.

8. With the aforesaid observations/ directions, the present complaint petition stands disposed of.

SD/-

(Vinod Kumar Tiwari)
Special Presiding Officer
RERA, Bihar