

REAL ESTATE REGULATORY AUTHORITY, BIHAR
IN THE COURT OF SPECIAL PRESIDING OFFICER, RERA, BIHAR
RERA/CC/67/2026

Suresh Chandra Singh **Complainant**

Vs

M/s Aditya Niwas Developers LLP **Respondent**

Project: PRITHVI COMPLEX

Appearance:

For the Complainant: Mr. Jai Ram Singh, Advocate

For the Respondent: Mr. Aakash Kumar Mishra, Advocate

05.08.2026

ORDER

Heard Mr. Jai Ram Singh, learned counsel appearing on behalf of the complainant and Mr. Aakash Kumar Mishra, learned counsel appearing on behalf of the respondent.

2. The complainant has filed this case for issuing an order/direction restraining the respondent-Builder from entering into any agreement for Flat No.02, 7th floor of the Project “Prithvi Complex” with any other third party and also to direct the respondent to enter into a sale agreement with the complainant for the same flat as per the agreed terms.

3. The complainant’s case, in short, is that the complainant visited the site of “Prithvi Complex” of Aditya Niwas Developers LLP in the first week of June, 2025 when the construction was in progress. Respondent showed him Flat No.02 on the 7th floor (4 BHK)

of the said project. The complainant requested certain modifications in the flat to which the respondent agreed to. The parties agreed on a rate of Rs.5000/- per sq.ft. and on 20.06.2025 the complainant paid Rs.5,00,000/- as booking advance for the same. On 19.08.2025 the respondent sent a WhatsApp message informing the complainant that one of the landlords had filed a title suit against Prithvi Complex and suggested refunding the advance. The complainant replied on 20.08.2025 expressing confidence in the respondent and asked him to hold the money. On 19.01.2026 the complainant requested the respondent to execute a sale agreement but on 05.02.2026, the respondent informed the complainant that he had refunded the amount and suggested no further discussions. This act of the respondent caused injustice to the complainant.

4. The respondent has appeared and filed a petition stating therein that the case is not maintainable in view of the fact that neither there is any allotment letter nor Agreement for Sale nor Builder-Buyer Agreement nor any registered document between the parties. The modification of the flat area as alleged by the complainant is merely a part of negotiations and discussions. One of the landowners had instituted a title suit concerning the project land and the respondent acting *bona fide* and transparently informed the complainant about the dispute and offered refund of the amount received. No right, title or interest in the concerned flat accrued in favour of the complainant merely because preliminary amounts were paid by the complainant during negotiations. The complainant does not come within the purview of an allottee. The amount which has been paid by the

complainant has already refunded to him. The concerned flat has already been allotted to a *bona fide* third-party purchaser. The complainant has received the refunded amount, so this case is to be dismissed.

5. Heard both sides. Perused the case records. It is an admitted fact that neither there is any allotment letter, Agreement for Sale, Builder-Purchaser Agreement nor is there any registered document ever executed between the parties. Advance amount has already been refunded and the same has been received by the complainant. The concerned flat is not available rather it has been allotted to another person. A same type of case based on similar footing, bearing RERA/CC/308/2024, has been disposed of vide order dated 29.04.2025 by the RERA, in which it has been held that since the entire money paid by the complainant has been refunded to him, which has also been admitted by both the complainant as well as the respondent, hence no further action is required to be taken at either end.

6. Considering the aforesaid facts and circumstances, no further action is also required to be taken in this case also and this case is also disposed of accordingly.

Sd/-

(Vinod Kumar Tiwari)
Special Presiding Officer
RERA, Bihar