

REAL ESTATE REGULATORY AUTHORITY, BIHAR,

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

RERA/CC/57/2025

Rupesh Kumar Complainant

Vs.

M/s Gita Vihar Developers Pvt. Ltd.Respondent

PROJECT: GEETA VIHAR COLONY

For the Complainant: In person

For the Respondent: None

02.09.2025

ORDER

The complainant is present but the respondent as usual is absent because of the fact that earlier also this case was listed on 10.05.2025, 14.06.2025 & 12.07.2025 before the Conciliation Forum, RERA, but the respondent never appeared there in spite of notice and reminder issued by the office.

2. The complainant submits that vide Agreement For Sale dated 15.04.2018 he had booked a plot bearing no. 803 of area 1290 sq. ft. in the project – “Geeta Vihar Colony” of M/s Gita Vihar Developers Pvt. Ltd., situated at Mauza – Thumaha, Sub-Division - Kudhni, District – Muazffarpur, on consideration amount of Rs.6,12,750/- which was paid by him. He further submits that he paid Rs.2,05,000 through cash and cheques at the time of execution of the Agreement which finds mention on page -2 of the Agreement and rest amount on different dates, against which the respondent issued payment receipts, photo copies of which are kept on record. He also submits that in the Agreement it was specifically stated that the project is likely to be completed by January, 2021 (+,-6 month) but till date neither project has been completed nor possession of plot has been delivered and he does not hope of delivery of possession of the plot by the respondent. He also submits that the respondent – promoter is knowingly and intentionally not appearing in this case and he is being harassed. Hence, an exparte order may be passed with

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direction to the respondent to refund his aforesaid amount with interest.

3. Perused the record. The Bench observes that the respondent - promoter neither honoured the commitment made to the complainant of handing over possession of the plot/land nor is showing interest in getting this case disposed of by appearing in the case in spite of notice and reminder notice issued to him. The Bench further observes from the record that the complainant entered into an Agreement with the respondent on 15.04.2018 and made payment of Rs.6,12,750/- to the respondent which is supported by the photo copies of payment receipts issued by the respondent and the Agreement itself. The Bench presumes that the respondent – promoter has nothing to say in this matter and only wants to linger the case so as to harass the complainant further. In such a situation, the Bench is left with no option but to pass the order exparte on merit on the basis of material available on the record as the case cannot be allowed to remain pending for an indefinite period.

4. In the backdrop of the submissions made by the complainant and on going through the material available on record, the Authority directs the respondent - company and its Managing Director Mr. Mukesh Kumar and others to refund the principal amount of Rs.6,12,750/- to the complainant along with interest at 2% above marginal cost of fund-based lending rate (MCLR) of the State Bank of India since the date on which the amount was paid till the date of refund within sixty days of this order.

5. 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 direction, this case is disposed of.

Sd/-

(Ved Prakash)

Special Presiding Officer, RERA, Bihar.