

REAL ESTATE REGULATORY AUTHORITY, BIHAR,

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

RERA/CC/566/2024

Rajiv Ranjan Kumar Complainant

Vs.

Saumaya Vinayak Construction Respondent

PROJECT: YUGRAJ RESIDENCY

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 & 05.07.2025 before the Conciliation Forum, RERA, but the respondent never appeared there in spite of notice issued by the office.

2. The complainant submits that vide Agreement dated 25.02.2021 he had booked 3 BHK Flat no.301 of 1100 sq. ft. on 3rd floor along with car parking space in the project – “Yugraj Residency” of Saumaya Vinayak Construction situated at Sheikhpua, P.S. - Ram Krishna Nagar, District – Patna, on consideration amount of Rs.32,00,000/- out of which he paid Rs.4,00,000/- as advance which finds mention in the Agreement. He also submits that while executing Agreement it was assured by the respondent – promoter that the project would be completed and possession of flat would be delivered within the specified period of time but till date neither project has been completed nor possession of flat has been delivered and he does not hope of delivery of possession of flat in future. Hence, he has filed this case for refund of money along with interest. Lastly, he submits that the respondent – promoter is knowingly and intentionally not appearing in this case and he is being harassed. Hence, an ex parte order may be passed with

/2/

direction to the respondent to refund his aforesaid amount along 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 flat nor is showing interest in getting this case disposed of by appearing in the case in spite of notice issued to him. The Bench further observes from the record that the complainant had entered into an Agreement with the respondent on 25.02.2021 to purchase Flat no.301 in the above project and made payment of Rs.4,00,000/- to the respondent which is supported by 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. Pappu Kumar and others to refund the principal amount of Rs.4,00,000/- 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.