

REAL ESTATE REGULATORY AUTHORITY, BIHAR,

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

RERA/CC/400/2024

Birendra Kumar Singh Complainant

Vs.

M/s Rukmani Buildtech Pvt. Ltd. Respondent

PROJECT: CHHATRAPATI SHIVAJI GREENS, BLOCK -E

For the Complainant: In person

For the Respondent: None

02.09.2025

ORDER

The complainant is present but the respondent is absent. It transpires from the record that though earlier learned counsel for the respondent remained present in the proceedings dated 08.01.2025 before the Conciliation Forum, RERA but did not come forward to compromise this case or to file reply. Learned counsel for the respondent has also not taken pain to appear before this Bench and file reply.

2. The complainant submits that vide Agreement For Sale dated 20.07.2013 he had booked Flat no.211 of 1002 sq. ft. on 2nd floor along with car parking space in the project – “Chhatrapati Shivaji Greens, Block – E” of M/s Rukmani Buildtech Pvt. Ltd., situated at Ektapuram, Bhogipur, Patna, on consideration amount of Rs.26,80,000/- out of which he paid Rs.17,70,000/- on different dates, against which the respondent – promoter issued payment receipts, photo copies of which are kept on record. He further submits that as per Agreement the flat was to be handed over by May, 2016 and in case of failure the company undertook to refund whole deposited money with compound interest but the respondent - promoter failed to hand over possession of flat within the stipulated period of time. Hence, he has filed this case for

/2/

refund of money with interest and compensation. Lastly, he submits that when the respondent failed in honouring the commitment he asked for refund of his money along with compound interest, upon which the complainant returned only Rs.2,00,100/- and thereafter the respondent did not respond to his any communication and request for refund of his money.

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 For Sale dated 20.07.2013 with the respondent to purchase Flat no.211 in the above project and made payment of Rs.17,70,000/- to the respondent which is supported by photo copies of the payment receipts brought on record and as per submission made on page - 7 of the complaint, out of the above amount of Rs.17,70,000/- the respondent refunded only Rs.2,00,000/-. 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. Ajeet Azad to refund the remaining amount of Rs.15,70,000 to the complainant along with interest at 2% above marginal cost of fund-based lending rate (MCLR) of the State Bank

/3/

of India on the total principal amount since the date of its payment 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.