

REAL ESTATE REGULATORY AUTHORITY, BIHAR

**Before the Bench of Hon'ble Inquiry Commissioner, Mr. Sanjaya Kumar Singh, RERA,
Bihar**

RERA/CC/188/2024

Ranjeet Kumar

.....Complainant

Vs

M/s Grih Vatika Homes Pvt. Ltd.

.....Respondent

Project: Pushp Vatika

**Present: For Complainant: Mr. Raj Kumar Singh Vikram, Advocate
For Respondent: Mr. Ankit Kumar, Advocate**

11/12/2025

ORDER

The matter was last heard on 14.10.2025 when Mr. Raj Kumar Singh Vikram, learned counsel had appeared on behalf of the complainant and Mr. Ankit Kumar, learned counsel had appeared on behalf of the respondent.

Learned counsel for the complainant has submitted that the complainant had booked a 1.5-BHK flat in the project 'Pushp Vatika' on 13.01.2023 which was later on rectified as Flat No.310 for a total consideration amount of Rs.11.50 lakh against which he had paid Rs.2,75,180/- to the respondent. He has enclosed the money receipts for the same with the complaint petition for ready reference. He further submitted that the respondent had assured the complainant that upon completion of the basic formalities and requisite documentation, the registry of the said flat would be executed in favour of the complainant but despite repeated requests and communications made through various modes, the respondent has deliberately avoided to execute the agreement for sale or initiate the process of registration as promised. He also submitted that the complainant visited several times in the office of the respondent for his legitimate demands but of no avail. The respondent did not want to give the flat on the offer price and thus cheated the complainant. It also came to his knowledge that the respondent had unilaterally and arbitrarily cancelled the entire project without any prior information to the allottees. It also came to his knowledge that the respondent commenced a new project at the same site but the respondent has failed to offer any alternative accommodation to the complainant in the revised project and the conduct of the respondent is therefore violative of Section 11(4)(a) of the RERA Act, 2016. He also submitted that the failure on the part of the respondent to allot the promised flat or refund the amount paid by the complainant is a blatant contravention of Section 17(1) of the RERA Act, 2016. Therefore, the complainant has prayed for a direction to the respondent to allot and register a residential flat equivalent to Flat No.301 as originally booked by the complainant in the new project or as an alternative direct the respondent to refund the entire amount paid by the complainant along with interest @ 12% per annum from the date of payment till the date of actual refund and also award compensation for mental harassment, financial loss and litigation expenses incurred by him.

Learned counsel for the respondent has submitted that he is not in a position to hand over the possession of the said flat at present for the reason that the complainant has been a defaulter in payment of instalments as he has only paid a total sum of Rs.2,43,180/- till date and hence, the claim for compensation does not arise at all.

Perused the entire record of the case including the documents submitted by the complainant. On perusal of the record, it is observed that the complainant had booked a flat bearing Flat No.102 (which was later on changed to Flat No. 310) and had paid a total amount of Rs.2,75,180/- only out of a total consideration amount of Rs.11.50 lakh, which is also evident from the receipts filed by the complainant. Thus, the claim of the respondent made during the hearing that a total payment of Rs.2,43,180/- only has been made by the complainant is incorrect and an actual amount of Rs.2,75,180/- has actually been paid by the complainant to the respondent. It is also clear from the written notes of argument filed by the complainant that the respondent had unilaterally cancelled the entire project without giving him any information. During hearing held on 27.03.2025, the learned counsel for the respondent had submitted that the respondent is ready to make available another flat to the complainant at the present market rate in case he agreed to do so but it seems that the complainant has not responded to the said submission. Nevertheless, it is clear that the respondent has enjoyed full economic benefit out of the amount paid by the complainant to the respondent company for the entire period from the date of payment till the present day and he is, therefore, liable to refund the entire amount along with due interest as per the provisions of law.

Thus, in light of the documents placed on record and submissions made therein and also considering the fact that the respondent has enjoyed the economic benefit of the amount paid by the complainant in lieu of booking of the alleged flat, this Bench hereby directs the respondent company and its Directors to refund the entire principal amount of Rs.2,75,180/- to the complainant along with interest @ 2% above the Marginal Cost of fund-based Lending Rate (MCLR) of State Bank of India as applicable for three years from the date of booking till the date of refund within sixty days of the date of issue of this order.

As regards claim for compensation is concerned, the complainant is at liberty to press the same before the A.O. (Adjudicating Officer) as per the provisions of the Real Estate (Regulation and Development) Act, 2016.

With these directions and observations, the matter is disposed of.

Sd/-
(Sanjaya Kumar Singh)
Inquiry Commissioner,
RERA, Bihar