

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**

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

**RERA/CC/345/2024**

**Shubhangi**

**.....Complainant**

**Vs**

**M/s SLNB Homes Pvt. Ltd.**

**.....Respondent**

**Project: Sarvoyani City, Danapur**

**Present: For Complainant: Mr. Vivek Kumar, Advocate  
For Respondent: Mr. Sumit Kumar, Advocate**

**19/09/2025**

**ORDER**

The matter was last heard on 21.08.2025 when Mr. Vivek Kumar, learned counsel appeared on behalf of the complainant and Mr. Sumit Kumar, learned counsel appeared on behalf of the respondent.

In short, the case of the complainant is that the complainant executed a Memorandum of Understanding with the respondent for purchasing a flat bearing Flat No. 308 on 3<sup>rd</sup> floor in Block-C of the said project having an area of 1290 sq.ft. along with one reserved car parking space. Thereafter, she had executed an agreement for sale with the respondent to purchase the said flat for a consideration amount of Rs.16.00 lakh out of which she had paid Rs.12.00 lakh. Thereafter she had been served with a notice by the respondent that the land in question upon which the project was to be constructed is under litigation, therefore, she cannot be given possession of the flat in question. When she enquired with the respondent regarding handing over the possession of the flat, the respondent has denied the same due to litigation between the respondent and the owner of the land and asked her to take the money back. It is also stated that the respondent has not taken any necessary approval from the RERA and has acted in complete contravention of the provisions of the RERA Act. Therefore, she has prayed that (i) the respondent should not be allowed to sell the flat in question to any other purchaser, (ii) to revoke the licence of the defaulting builder and take necessary action against them, (iii) to issue injunction against the builder in carrying out the allotment work on the scheduled property, (iv) to allow the possession of the flat in question or any other flat in the same project of the same value to the complainant and (v) to compensate the complainant for the delay in handing over the possession of the flat in question.

The complainant has placed on record a copy of the MOU dated 15.03.2018 executed between the respondent and the complainant, KYC, money

receipts of Rs.12.00 lakh and a letter dated 08.12.2021 sent by the respondent to the complainant.

A reply has been filed on behalf of the respondent on 08.05.2025 stating therein that the present case is not maintainable either in law or on facts and the Authority has no jurisdiction to proceed in this case and pass any order. It is stated that Block-C of the project in question is not registered with the RERA and the said block is not ongoing or completed project at present and the construction of the entire project has been dropped due to non-availability of land and for this reason the promoter could not be able to get the map approved from the competent authority. It is also stated that since the respondent could not acquire sufficient land for the development of all the four blocks due to certain reasons, the promoter decided to develop only one block in the said project and got the project registered with the RERA. It is further mentioned in his reply that the respondent has already been penalized by the Authority with a penalty of Rs.29.00 lakh vide RERA/NC/177/2018 for booking and taking money from the allottees without having valid sanctioned map and RERA registration for the said project. It is further stated that the respondent- promoter has served a letter dated 08.12.2021 and 14.03.2024 to the complainant informing that the construction of Block-C has been cancelled due to dispute between the landowner and the promoter, therefore, the respondent is ready to refund the consideration amount, which has been accepted by the complainant. It is further stated that the respondent has received Rs.5.50 lakh only from the complainant and the alleged amount under para 4.2 of the complaint petition is completely wrong and denied and the respondent is ready to return the paid amount of Rs.5.50 lakh in terms of paragraph 3 of the MOU. Hence, the present case is not maintainable and fit to be dismissed on these grounds.

A rejoinder to the said reply of the respondent has been filed on behalf of the complainant on 05.06.2025 reiterating the averments made in the complaint petition. In paragraph-1, page no.3 of the MOU dated 15.03.2018 it has been stated that the total consideration amount of the flat is Rs.16.00 lakh out of which she has paid Rs.12.00 lakh but in para-13 of the reply it is mentioned that the complainant has paid Rs.5.50 lakh only which indicates that the respondent does not want to refund the said amount. It is stated that the complainant was served with a letter dated 08.12.2021 after a gap of four years of the execution of the agreement that the construction of Block-C could not be completed due to dispute between the landowner and the builder. Therefore, she has prayed to revoke the licence of the defaulting builder and also to take necessary action.

In the written notes of argument filed by the complainant on 04.09.2025 she has prayed for a direction to the respondent to refund the total paid amount along with interest and compensation.

During the course of hearing learned counsel for the complainant has submitted that the complainant had booked a flat bearing Flat No. 308 on 3<sup>rd</sup> floor in Block-C of the said project and a total amount of Rs.12.00 lakh was paid out of

a total consideration amount of Rs..16.00 lakh but even after a lapse of over four years, the project has neither been completed nor has been handed over to her. He further submitted that the construction of the project has not been initiated for which the concerned promoter has been charged penalty as well. Therefore, she has prayed to direct the respondent to refund the entire amount paid by the complainant along with interest.

Learned counsel for the respondent has submitted that for the reasons of dispute regarding land ownership, the work of the said project could not be initiated. He further submitted that the existing blocks which have been completed by the respondent do not have any vacant flat so as to be handed over to the complainant. He submitted that at the time of booking of the flat with the complainant, the complainant was well in the knowledge of the fact that the said booking was conditional and the flat could be handed over only when the respondent gets the consent of the landowner for construction of Block-C. There was a clause in the MOU explicitly mentioning the fact that in case the handing over of the flat is not possible on account of any valid reason, the promoter shall refund the entire amount along with 8% simple interest to the concerned buyer. Therefore, the respondent is ready to make the payment of the entire amount paid to him by the complainant along with interest as per the provisions of law.

Perused the record.

The main grievance of the complainant initially as mentioned in the complaint petition was for handing over the possession of the flat in question or any other flat in the same project of the same value to the complainant but in the written notes of argument she has prayed for a direction to the respondent to refund the entire amount along with interest at the prescribed rate of RERA and also for compensation regarding the same.

On perusal of the MOU it is clear that every page of the same bears the signature of the promoter (respondent) and paragraph (1) of the said MOU clearly mentions that a total amount of Rs.12,00,005/- (twelve lakh five rupees) has been paid by the complainant to the promoter (respondent).

Thus, in the light of the documents placed on record and submission made by both the parties and considering that the respondent has taken 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 principal amount of Rs.12.00 lakh to the complainant along with simple interest at the rate of 8% as outlined in paragraph-3 of the Memorandum of Understanding (MOU) from the date of booking till the date of refund within sixty days 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