

REAL ESTATE REGULATORY AUTHORITY, BIHAR

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

RERA/CC/88/2025

Shashi Ranjan

.....Complainant

Vs

M/s Anshul Homes Pvt. Ltd.

.....Respondent

Project: 7 Planet

Present: For Complainant: In person

For Respondent: Mr. Jayant Kistu, Advocate

11/12/2025

ORDER

The matter was last heard on 14.11.2025 when the complainant was present in person and Mr. Jayant Kistu, learned counsel had appeared on behalf of the respondent.

The complainant has submitted that he had booked a 3-BHK flat bearing Flat No.102 on 1st floor, Tower-01, Tupe-A having an area of 1225 sq.ft. in the project named 7 Planet and an agreement (MOU) was executed between the mother of the complainant and the respondent on 05.02.2015 for a consideration amount of Rs.22.00 lakh, out of which he has paid Rs.8.30 lakh through different modes and on different dates. Thereafter he paid Rs.5.00 lakh on 03.11.2025 to the respondent through cheque which was accepted by the respondent, thereby meaning that the respondent by accepting the amount of 5.00 lakh rupees has himself contravened the terms of the MOU in his own interest but now he is telling that the said MOU was valid only for three months. Copy of all the receipts have been enclosed with this petition for ready reference. He also submitted that there has been no communication from the respondent regarding non-payment of the dues and also no prior notice was given to him regarding cancellation of the booked flat. It has also come to his knowledge that the original flat booked by him has been sold to some other person through a registered sale deed. Thereafter he contacted the respondent in their office but finding no paper regarding MOU and the payment with the respondent, he provided the photo copy of all the documents to the respondent. After one month the respondent assured that one flat would be handed over to him within ten days. Thereafter when asked for the flat in question, the respondent replied that he is going to refund the money.

Learned counsel for the respondent submitted that the respondent was always willing to talk with the complainant. He had sent a text message through Whatsapp to the complainant to come to the office of the respondent for mutual discussion but the complainant preferred not to come for the reasons best known to him. He further submitted that there was no registered agreement for sale executed between the complainant and the respondent, on the contrary, it was only a Memorandum of Understanding done on 02.02.2015 wherein it was specifically mentioned in paragraph -4 that "the complainant is required to

make full and final payment of all the account under this MOU as per third schedule, whether demanded or not by the Developer”..But the complainant preferred to make only a part payment of Rs.13.00 lakh till 2015 and after that period, no amount, whatsoever, has been paid till date. On failure in making payment of the due amount by the complainant, the respondent sent an e-mail on 20.12.2024 to the complainant mentioning that according to the MOU balance amount has not been paid as per the conditions mentioned therein and further submitted that in this situation the company was left with no option but to initiate the process of refund of the amount.

In reply, the complainant submitted that he could not visit the office of the respondent as he was busy in the election but he is ready to make the payment of the entire amount now.

Learned counsel for the respondent submitted that now the said flat has been sold to somebody else on account of failure on the part of the complainant to make timely payment for which the required information has already been given to the complainant through e-mail. He further submitted that at present no vacant flat is available with the respondent company to be handed over to the complainant, hence the respondent is left with no option but to refund the entire principal amount paid by the complainant along with interest as per the provisions of law. He placed on record a copy of the order passed by the Division Bench on 08.10.2021 in RERA/CC/101/2021 (Garima Kumari vs. M/s Anshul Homes Pvt. Ltd.), wherein the Division Bench of this court has passed a speaking order for refund of the principal amount with interest.

Perused the entire record of the case including the documents submitted by both the complainant and the respondent during the hearings conducted in this court. On perusal of the record, it is observed that MOU pertaining to Flat No.102 booked in the project in question has been executed between Sri Rahul Kumar, the Director of the respondent company on one side and Smt. Prabha Sinha, wife of Sri Ashok Kumar Sinha. It is also observed that the complainant in the present case is Mr. Shashi Ranjan, S/o Sri Ashok Kumar Sinha, thereby meaning that he has not entered into the MOU but his mother has entered into the agreement with the builder. In such a case, prima facie, the locus standi of Mr. Shashi Ranjan as a complainant does not exist but since this complaint case has been taken up in this court as resulting out of the conciliation proceeding wherein it was originally initiated and entertained. Also the respondent has never questioned the authority/ locus standi of Mr. Shashi Ranjan as a complainant in this case, hence this court after hearing all the parties and giving a cautious and serious study of the facts and evidences pertaining to this matter is proceeding further to take a decision in this matter.

On perusal of the record it is further observed that Para-4 of the MOU executed between the Director of the respondent company and the mother of the complainant on 05.02.2015 states as follows:

“4. The Buyer/ Vendor shall make full and final payment of all the account under this MOU as per Third Schedule, whether demanded or not by the Developer/ Vendor. In case of any failure on the part of the Buyer/ Vendee in regard of payment schedule contemplated in Third

Schedule this MOU shall stand cancelled forthwith and the Developer/ Vendor shall be entitled to allot the said flat to any other persona and Developer/ Vendor shall refund the amount paid to the vendor/ Developer by the Buyer/ Vendee after 90 days from the date of cancellation after deducting 5% cancellation charge and service tax on the said consideration amount which is mentioned in the Third Schedule.”

It thus appears that as per the MOU the buyer of the flat (complainant’s mother) was required to pay the balance amount within three months of the said flat but she did not so do.

Perused the order dated 08.10.2021 of the Division Bench of RERA, Bihar in RERA/CC/101/2021 (Garima Kumari vs. Anshul Homes Pvt. Ltd.). On perusal it is observed that the same pertains to the same promoter/ respondent but relates to a different project. In the said order, the Division Bench had observed that the complainant had failed to make timely payment of the due instalment amount to the respondent and the Bench thus ordered for refund of the entire paid amount along with interest as per the provisions of law. On perusal of the record, it also appears that the complainant had made a total payment of Rs.13.30 lakh out of which Rs.5.00 lakh was paid after signing of the MOU on 03.11.2015 but after the year 2015, no payment has been made by the complainant to the respondent till date. A mail was sent by the respondent to the complainant on 20.12.2024 at 13.58 hours mentioning therein that as per the MOU since the balance amount was not paid within the prescribed period, hence the respondent company was left with no alternative but to initiate refund process for the amount paid by the complainant against her flat. A reply mail was sent by the complainant on 25th December, 2024 at 11.50 P.M. wherein it was mentioned that the mother of the complainant Smt. Prabha Sinha had met the CMD of the respondent company on 25.12.2024 and a time was given till 10th January, 2025. Again a reply mail was given on 02.01.2025 by the respondent company to the buyer mentioning therein that since the buyer (mother of the complainant) had failed to deposit the amount as per the booking agreement and had not visited their office premises for any discussion regarding payment, hence she was told to wait till 10th January. In the said mail it was also mentioned that if there will not be any possibility, then there will be no chance other than to process for refund. Again in a mail dated 14th January, 2025 sent by the respondent company it was mentioned that they had explored various options to enquire from the other sources but unfortunately they did not receive any positive response regarding settlement of her unit. In such a case they had no option but to proceed with the refund process. They requested the mother of the complainant to visit their office on any working day between 11.00 A.M. to 5.00 P.M.

Going through the details, it is clear that as per the conditions laid in the MOU, the mother of the complainant failed to deposit the entire amount within a period of three months from the date of signing of the MOU. It is also clear that she did not pay any amount from the year 2015 onwards till date. It is also evident from the argument put forth by the respondent that the said flat which was earlier booked by the mother of the complainant has already been sold by

the respondent on account of failure on her part to make the full payment in the prescribed time period as per the conditions laid in the MOU. The record of the case also mentions that the respondent despite their best effort could not make available a suitable vacant flat for handing over to the mother of the complainant. 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.

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.13.30 lakh 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, this matter is disposed of.

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