

REAL ESTATE REGULATORY AUTHORITY, BIHAR

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

RERA/CC/502/2024

Randhir Sahay

.....Complainant

Vs

M/s Real Green Homes Pvt. Ltd.....Respondent

Project: R.N. City, Block-E

Present: For Complainant: Ms. Kriti Suman, Advocate

For Respondent: Mr. Sharad Shekhar, Advocate

ORDER

22.12.2025

1. The matter was last heard on 14.10.2025, whereupon, after hearing, the order was reserved and is being pronounced today. Ms. Kriti Suman, learned counsel, appeared on behalf of the complainant. Mr. Sharad Shekhar, learned counsel, appeared on behalf of the respondent–promoter; however, despite repeated directions of this Authority, he neither filed the Vakalatnama nor submitted any reply, notwithstanding five consecutive hearings and three conciliation hearings granted for the said purpose.
2. The case of the complainant is that he booked Flat No. 105, Block–E, in the respondent–promoter's project “R.N. City”, situated at Danapur, Patna, for a total consideration of ₹30,00,000/-, which was paid in full. Pursuant thereto, a registered Agreement for Sale dated 16.02.2019 was executed between the complainant and the respondent–promoter. As per the Agreement, possession of the flat was to be delivered by 31.12.2020, with a grace period of six months. However, the respondent–promoter failed to complete the project and did not hand over possession within the stipulated period.

3. On failure of the respondent to handover the possession of the said flat, the complainant requested for refund of the entire paid amount, but at the insistence and assurance of the respondent-promoter that refund would be processed only upon cancellation of the Agreement for Sale, the complainant executed a registered Deed of Cancellation dated 29.07.2021. Despite such cancellation and repeated follow-ups, the respondent-promoter neither refunded the amount nor provided any explanation regarding the same. Consequently, the complainant issued a legal notice dated 13.07.2024 demanding refund of the paid amount, which also evoked no response. Aggrieved thereby, the complainant approached this Authority seeking refund of ₹30,00,000/- along with interest from the respective dates of payment till the date when actual realization is done, as envisaged under Section 18(1)(b) of the Real Estate (Regulation and Development) Act, 2016. In support of the complaint, reliance has been placed on the registered Agreement for Sale, dated 26-02-2019, Deed of Cancellation of Agreement for Sale dated 29-07-2021 and the legal notice dated 13-07-2024.
4. The respondent-promoter appeared through learned counsel during conciliation proceedings on 31.12.2024 and before this Bench on 19.06.2025. However, despite due service of notice—acknowledged on 17.09.2025—and repeated opportunities given to him, the respondent failed to file any reply or contest the allegations made in the complaint. The persistent non-compliance and inaction on the part of the respondent indicate the absence of any plausible defence. In view of the principles of audi alteram partem having been duly satisfied, and keeping in view the fact that the objective of the enactment of RERA Act is to provide speedy redressal to the grievances of the stakeholder specially the allottees, this Bench proceeds to decide the matter on the basis of the material available on record.

5. The complainant filed Notes of Arguments on 18.11.2025, reiterating the pleadings made in the complaint. It has been specifically contended by the complainant further that while the respondent-promoter induced the complainant to cancel the registered Agreement for Sale on the assurance of refund, the promoter, behind the complainant's back, clandestinely executed a registered Deed of Absolute Sale dated 13.07.2021 in favour of another allottee with respect to the same Flat No. 105, Block-E. The said Deed of Absolute Sale, placed on record, is a clear evidence in itself proving the fact that the flat was transferred to a third party even prior to execution of the Cancellation Deed by the complainant. Such conduct prima facie reflects mala fide intent, dishonest inducement, and unfair trade practice on the part of the respondent-promoter, aimed at wrongful gain by reselling the same flat after having received the entire consideration from the complainant.
6. Perused Record and submissions.
7. The Bench Observes that Real Estate (Regulation and Development) Act, 2016 is a beneficial legislation enacted with the object of protecting the interests of homebuyers, ensuring transparency in real estate transactions, and enforcing accountability and discipline upon promoters. The fact on record clearly establishes that a registered Agreement for Sale dated 26.02.2019 was executed by the respondent-promoter in favour of the complainant in respect of Flat No. 105, Block-E, for a total consideration amount of ₹30,00,000/-, which was paid in full by the complainant. As per Clause 7 of the said Agreement, possession of the flat was required to be handed over by 31.12.2020; however, the respondent-promoter failed to do so. Thereafter, as averred by the complainant, the respondent-promoter induced the complainant to cancel the Agreement for Sale, resulting in execution of a registered Deed of Cancellation dated 29.07.2021, yet failed

to refund the amount despite issuance of a legal notice. Further, the documents placed on record by the complainant, particularly a registered Deed of Absolute Sale dated 13.07.2021, reveal that the same Flat No. 105, Block-E was sold to a third party prior to the execution of the Deed of Cancellation. This clearly establishes that the respondent-promoter executed the said sale while the Agreement for Sale in favour of the complainant was still subsisting, thus acting in a clandestine manner and clearly establishing the dishonest, and mala fide intention of the respondent. Such conduct of respondent-promoter not only violates the trust reposed by the allottee but also amounts to an unfair trade practice and a gross violation of Sections 7(c), 11, 18 and 19 of the RERA Act, 2016. The acts of the respondent-promoter are not only a blatant violation of the aforesaid provisions but also demonstrates that the promoter collected the entire sale consideration amount at the time of execution of the Agreement for Sale, which is contrary to the payment plan stipulated in Schedule-C of the Agreement and such as a clear violation of Rule 8 of the Bihar Real Estate (Regulation and Development) Rules, 2017, read with Section 13 of the Real Estate (Regulation and Development) Act, 2016. Such contravention attracts penal consequences under Section 61 of the RERA Act, 2016. Accordingly, for the aforesaid violations, a penalty of ₹50,000/- (Rupees Fifty Thousand only) is hereby imposed upon the respondent-promoter, who is directed to deposit the same within sixty (60) days from the date of this order. In the event of default, action may be initiated against the respondent-promoter under Section 25 of the RERA Act, 2016, read with Rule 25 of the Bihar RERA Rules, 2017.

8. In view of the foregoing observations, and considering that the respondent-promoter has derived an economic benefit by retaining the entire consideration amount despite the cancellation of the Agreement for Sale dated 16.02.2019 through the Deed of Cancellation dated 29.07.2021 in respect of the flat in question, this Bench hereby directs the respondent-

promoter and its directors to refund the entire paid amount of ₹30,00,000/- (Rupees Thirty Lakhs only) to the complainant. The refund of the above said amount shall be made along with interest at the rate of 2% above the Marginal Cost of Funds based Lending Rate (MCLR) of the State Bank of India, as applicable for a period of three years calculated from the respective dates of deposit of the paid amount till the date of actual refund. The entire amount shall be refunded within sixty (60) days from the date of issuance of this order.

9. The Complainant is at liberty to press the claim of compensation before the Adjudicating Officer in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016.

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

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

