

REAL ESTATE REGULATORY AUTHORITY, BIHAR

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

RERA/CC/307/2024

Sushirita Devi

.....Complainant

Vs

M/s Abhi Homes Pvt. Ltd.

.....Respondent

Project: Amba Tower

Present: For the Complainant: Mr. Ashok Kumar, Husband of the complainant
For the Respondent: None

21.07.2025

ORDER

This matter was last heard on 10.07.2025 when Mr. Ashok Kumar, husband of the complainant was present but the respondent was absent.

2. The case of the complainant is that she had booked a flat on 27.09.2019 and a registered agreement for sale was executed between the complainant and the respondent on 02.12.2019 with respect to Flat No.310 in Block-C of the project named as "Amba Tower" at a total consideration amount of Rs.20.00 lakh, out of which Rs.10.00 lakh had been paid by the complainant before the agreement for sale was executed.

3. During the hearing held on 10.07.2025, the husband of the complainant submitted that the respondent was absent as usual and it was a deliberate attempt by him not to attend the proceedings and also to deprive the complainant of her genuine demand. He further submitted that the flat has not been constructed as yet and hence, the question of handing over of the said flat does not exist. In such a circumstance, the complainant is left with no other option but to ask for refund of the money paid by her along with interest. He therefore requested for a direction to the respondent to refund the entire amount paid by the complainant along with interest accrued thereon. The complainant has also sought payment of compensation by way of rental expenses which she has been paying towards house rent.

4. The complainant, who herself along with her husband was present in person before both the Conciliation Bench as well as the present Bench, complained that even after a lapse of nearly six years now, neither possession of the flat was given to her nor refund of the amount was made to her by the respondent. As per the terms and conditions laid down in the registered sale agreement executed on 02.12.2019, the respondent had committed to hand over the booked flat bearing No.310 in Block-C of Amba Tower to the complainant by December, 2022, failing which he was liable to pay the interest at the rate of 18% per annum over the entire money paid to him by the complainant.

5. On perusal of the case record, it is clear that during the two conciliation proceedings held on 19.08.2024 and 11.09.2024, the respondent did not appear before the Conciliation Forum and thus it appears that the respondent has deliberately ensured the failure of conciliation proceeding. Also in this Court, during the proceedings held on five dates i.e., on 04.02.2025, 07.04.2025, 29.04.2025, 03.06.2025 and 10.07.2025, the respondent through his learned counsel participated in only two proceedings i.e., on 04.02.2025 and 29.04.2025 and that too neither submitted any document nor made any submission before the Court and only sought further time for the same. It is thus clear that the respondent has deliberately tried to evade the proceedings of this Court.

6. Perused the records. On perusal of the records, it is clear that the respondent had entered into a registered agreement for sale of Flat No.310 in Block-C of Amba Tower on 02.12.2019 and hence he is bound by the terms and conditions of the same. It has also been stated by the complainant that the flat has not been constructed as yet and the same has not been denied by the respondent. Hence, the complainant has submitted that there is no option left for her but to ask for a refund of the entire money paid by her along with interest from the respondent.

7. The respondent was given several opportunities. On the hearing held on 03.06.2025 vide interim order, the respondent was directed, as a last and final opportunity, to furnish relevant documents on his behalf latest by 10.07.2025, but he failed to comply with the said order. It is thus clear that the respondent has deliberately chosen not only to abstain from the proceedings but

also to evade refund of the amount paid by the complainant to him. Hence, this Court is left with no other option but to rely on the materials available on record and pass the final order so as to ensure justice to the complainant.

8. On perusal of the records it is admitted that the complainant had paid Rs.10.00 lakh to the respondent and the same was also accepted by the respondent in the registered 'Agreement for Sale'. It goes without fail that the respondent has enjoyed the benefit of the money deposited with him since 11.11.2019 i.e., from the date of signature of both the parties on the said agreement for sale. Hence, the respondent is liable for payment of not only the principal amount but also the interest accrued on it from 11.11.2019 till the date of payment of the principal amount at the rate of 2% higher than the Marginal cost of fund-based lending rate (MCLR) of the State Bank of India.

9. The respondent is, therefore, directed to make payment of the principal amount of Rs.10.00 lakh to the complainant along with interest at the rate of 2% above the Marginal cost of fund-based lending rate (MCLR) of the State Bank of India as applicable for three years, within sixty days from the date of this order. The interest will be leviable over the entire principal amount of Rs.10.00 lakh at the above rate from the date of signature of both the parties on the registered agreement for sale i.e., from 11.11.2019 onwards till the date of payment of the principal amount.

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

11. With the above observations and directions, the matter stands disposed of.

Sd/-

(Sanjaya Kumar Singh)
Inquiry Commissioner,
RERA, Bihar