

**REAL ESTATE REGULATORY AUTHORITY, BIHAR,**

Before the Bench of Mr. Ved Prakash,  
Special Presiding Officer

**RERA/CC/96/2023**

Sushil Kumar .... Complainant

Vs.

M/s Grihvatika Homes Pvt. Ltd. ....Respondent

**PROJECT: VIP RESIDENCY**

For the Complainant: Mr. Sumit Kumar, Advocate

For the Respondent: Mr. Ankit Kumar, Advocate

**13.08.2025**

**ORDER**

Learned counsel Mr. Sumit Kumar on behalf of the complainant and learned counsel Mr. Ankit Kumar on behalf of the respondent are present.

2. Before proceeding with the order, It is relevant to mention here that in the proceeding dated 02.05.2025 inadvertently it was mentioned that “the respondent files reply after supplying copy to learned counsel for the complainant”, whereas, it was filed by the respondent on 13.08.2025. Hence, the proceeding dated 02.05.2025 is modified to that extent.

3. Learned counsel for the complainant submits that in the year, 2018 the complainant booked Flat no.304 of 1485 sq. ft. on 2<sup>nd</sup> floor in the proposed project “VIP Residency” situated at Dhanaut Mahubagh, Patna, vide Agreement dated 23.10.2018 and thereafter another Agreement dated 07.08.2019 on consideration amount of Rs.61,00,000/- excluding GST/ Service Tax, out of which he deposited Rs.24,10,000/- till 2022. He further submits that as per Agreement the project was to be completed by 29.10.2021 and thereafter possession of flat was to be delivered but till date neither project has been completed nor possession of flat has been delivered. Consequently, the complainant sent a letter dated 20.12.2022 to the respondent for cancellation of Agreement and refund of his money with interest but the respondent did not pay heed to his request for refund of money.

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Hence, the present complaint by the complainant for refund of money with interest.

4. Learned counsel for the respondent by filing reply dated 13.08.2025 submits that the complainant booked Flat no.304 in the project "VIP Residency" in the year 2018 on consideration amount of Rs.61,00,000/- out of which he paid Rs.24,10,000/- and the last amount was received in the year, 2022. He further submits that the complainant withdrew himself from the Agreement vide cancellation letter dated 20.12.2022. So, the respondent would pay the principal amount after deduction of some amount as per the Company norms.

5. Having heard learned counsels for the parties as well as going through the record, the Bench observes that the respondent - promoter has failed in honouring his commitment to the complainant of completing the project and handing over flat within the specified time. The Bench further observes that having found abnormal delay in completion of the project the complainant sent cancellation application to the respondent for refund of his money. The Bench also observes that there is no dispute regarding booking of Flat no.304 in the project "VIP Residency" and making payment of Rs.24,10,000/- by the complainant. As regards submission of learned counsel for the respondent that since the complainant himself withdrew from the Agreement the respondent would pay the principal amount after deduction some of the amount as per the Company norms, the Bench holds that the said submission does not leg to stand as the respondent has miserably failed in completing the project within the time granted which resulted in cancellation of booking by the complainant and, accordingly, the said submission stands rejected.

6. Taking into consideration of submissions made by the parties and on going through the material available on record and also the fact that the respondent – promoter has failed in honouring the commitment of completing the project within the time granted, the Bench directs the respondent - company and its Managing Director Mr. Ranjeet Kumar Jha to refund the principal amount of Rs.24,10,000/- to the complainant along with interest at 2% above marginal cost of fund-

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based lending rate (MCLR) of the State Bank of India since the date of its payment till the date of its refund within sixty days of this order.

7. The complainant is at liberty to press other claims, if any, which are in the nature of compensation, before the Adjudicating Officer, RERA.

**With the aforesaid observations and directions, this case is disposed of.**

**Sd/-**

**(Ved Prakash)**

Special Presiding Officer, RERA, Bihar.