

REAL ESTATE REGULATORY AUTHORITY, BIHAR,

Before the Bench of Mr. Ved Prakash,

Special Presiding Officer

RERA/CC/58/2022

RERA/AO/09/2022

Girja Devi Complainant

Vs.

M/s Agrani Homes Pvt. Ltd.Respondent

PROJECT: IOB NAGAR

For the Complainant: Mr. Akash Deep, Advocate

For the Respondents: Mr. Alok Kumar, Director,

14.08.2025

ORDER

Learned counsel Mr. Akash Deep on behalf of the complainant is present but Mr. Alok Kumar, Director of the respondent – company is produced by the Jail Authority of Phulwari Sharif through Video Conferencing.

2. Learned counsel for the complainant submits that the complainant booked one flat of 1300 sq. ft. on 2nd floor in Block – R in N-E corner along with car parking space in the project “IOB Nagar” situated at Sarari, Near – Danapur Railway Station, Khagaul, Patna, vide Memorandum of Understanding dated 28.04.2015 on consideration amount of Rs.17,52,530/- out of which the complainant made payment of Rs.16,54,940/- details of which are mentioned in the Third Schedule of the Memorandum of Understanding. The respondent against the aforesaid payment also issued acknowledgement receipts which are kept on record. He further submits that the respondent had promised to complete the project within an estimated period of thirty six months after approval of PMC map and the final amount of Rs.97,590 plus applicable service tax was to be deposited by the complainant at the time of delivery of possession of the flat but even after passing of six years from the date of execution of MOU the respondent has neither completed the project nor handed over possession of the

/2/

flat. Hence, the complainant filed this complaint for a direction to the respondent to complete work of the project and handover possession of the flat within stipulated period of time and to pay compound interest on the amount paid by her as well as compensation. However, now the complainant by filing petition dated 14.08.2025 wants to withdraw from the project and requests for getting his total amount refunded along with interest as per RERA Act, 2016 and Rules, 2017.

3. Director of the respondent – company Mr. Alok Kumar appears through video conferencing from the Phulwari Sharif Jail. He does not dispute the Memorandum Of Understanding dated 28.04.2015 executed between the respondent and the complainant, payment made by the complainant of Rs.16,54,940/- to the respondent against one flat of 1300 sq. ft. on 2nd floor in Block – R in N-E corner along with car parking space in the project “IOB Nagar”. On query made by the Bench regarding refund of money, he expresses inability.

4. Perused the record. The Bench observes that the respondent - promoter neither honoured the commitment made to the complainant of completing the project and handing over possession of the flat within the specified time. However, Director of the respondent – company Mr. Alok Kumar during course of submissions through video conferencing from the Phulwari Sharif Jail admits about payment made by the complainant of Rs.16,54,940/- against booking of one flat in the project “ IOB Nagar” but he expresses inability to refund the aforesaid amount on account of financial hardship being faced by him.

5. Taking into consideration the aforesaid submission of learned counsel for the complainant as well as Director of Respondent - company and on going through the material available on record, the Bench directs the respondent - company and its Director Mr. Alok

/3/

Kumar to refund the principal amount of Rs.16,54,940/- to the complainant along with interest at 2% above marginal cost of lending rate (MCLR) of the State Bank of India on principal amount since the date of its payment till the date of refund within sixty days of this order.

6. 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.