

REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Bench of Mr. Ved Prakash,

Special Presiding Officer,

RERA/CC/154/2025

Rekha Kumari

.....Complainant(s)

Vs

M/s Anshul Homes Pvt. Ltd.

.....Respondent

PROJECT: H20 CITY

For the Complainant: None

For the Respondent: Mr. Jayant Kisto, Advocate

03.08.2026

ORDER

Complainant is absent, but learned counsel, Shri Jayant Kisto, on behalf of respondent, is present.

2. Learned counsel for complainant, by filing a petition on behalf of respondent along with **Annexure 1**, submits that the present complaint case is entirely baseless and built upon a suppression of material facts, as the financial transaction and booking in question stand fully settled, closed, and reconciled between the parties under mutual consensus and the explicit directives of the complainant herself. He further submits that after making certain initial deposits with the respondent company, the complainant, Rekha Kumari, voluntarily approached the management with a specific request to withdraw from her individual booking and instead adjust all her

deposited funds towards a separate booking belonging to her relative.

3. He further submits that specifically, the complainant explicitly instructed and authorized the respondent company to transfer and adjust the entirety of her money to the account of her sister-in-law, namely Pinky Kumari, who is her husband's brother's wife. Hence, it was a clear binding directive formally communicated to the respondent via email sent by the complainant, and a true copy of the same is annexed with the petition as **Annexure 1**.
4. Learned counsel for respondent further submits that, acting strictly in accordance with the complainant's written authorization, the respondent company duly executed the transfer. The remaining ledger balance and all associated payment components were successfully adjusted into the account of the said Pinky Kumari, leaving absolutely zero pending dues, liabilities, or active balances standing to the credit of the complainant. He further submits that verified details and ledger statements showing financial accounting adjustments are annexed with the petition as **Annexure 2**.
5. He further submits that since the subject funds have already been fully utilized and transferred to the third party at the complainant's own behest, she is legally estopped from claiming any default, non-allocation, or refund from the respondent. There survives no cause of action against the respondent company, and it is therefore submitted that the Authority/Bench may dismiss the present complaint.
6. The learned counsel, Shri Sumit Kumar has not chosen to appear on behalf of the complainant in spite of knowledge of the case fixed today. Accordingly, the case is being disposed of on material available on the record.

7. Heard the learned counsel and perused the record, the complainant, Rekha Kumari, had booked a flat bearing No. 302 on the 3rd floor in Block T7, having an area of 1250 sq. ft., in project "H2O City" being developed by the respondent promoter on the land bearing Khata Nos. 164, 157, 56, Khasra Nos. 753, 1676, situated at opposite of KS College, near Shivala Chowk, Khagaul, Bihta Road Danapur Road, Patna, Bihar, on a total consideration of Rs.33,88,000/- (copy of the same is available on record as **Annexure 1**).
8. Further, the complainant has paid a total of Rs.1,00,000/- at the time of booking and thereafter paid Rs.25,000/-, Rs.75,000/-, and Rs.1,94,000/- respectively on 16.07.2017, 04.08.2017, and 10.09.2017. As such, she paid a total amount of Rs.3,94,000/- out of the total consideration of Rs.33,88,000/-. But even after repeated requests, the respondent has failed to execute an agreement for sale in favor of the complainant with respect to the flat in question. Hence, she has filed a complaint for a refund of Rs.3,94,000/- along with interest against the respondent.
9. Bench/Authority observes from the letter issued by complainant Rekha Kumari on 27.04.2026 (**Annexure 1**) filed by the learned counsel for the respondent along with the petition dated 03.08.2026 that the respondent has refunded Rs.50,000/- to the complainant out of a total booking/principal amount of Rs.2,94,000/-, and now remains to be refunded only Rs.2,44,000/-.
10. The remaining Rs.2,44,000/- is either to be adjusted as per her request or refunded to her by the respondent promoter. As she has consented to transfer her remaining amount to her brother's account as detailed: Project H2O, City Phase 2, Block B, Flat No. 308, Name: Pinky Singh. The learned counsel for the respondent has no objection

to refund or adjust the remaining Rs.2,44,000/- to the complainant or her relative as requested in her petition dated 27.04.2026.

11. In the above backdrop of discussion, the Bench / Authority directs the respondent promoter through Director Mr. Binod Kumar Singh to refund the remaining Rs.2,44,000/- to complainant Rekha Kumari or adjust said amount in the account of her relative, namely Pinky Singh, within 60 days from the date of the order.

In light of the above observations and directions, the present complaint case is hereby disposed of.

Sd/-

(Ved Prakash)

Special Presiding Officer