REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Bench of Inquiry Commissioner, Sri Sanjaya Kumar Singh, RERA, Bihar

RERA/CC/12/2025

Bipin Kumar ……Complainant

Vs

M/s Resigreen Realtors Pvt. Ltd. ……Respondent

Project: Aero Green City

Present: For Complainant: Mr. Dhananjay Kumar, Advocate
For Respondent: Mr. Amit Singh, Advocate

24/09/2026 **PROCEEDING**

Hearing taken up. Mr. Dhananjay Kumar, learned counsel along with the complainant is present in person. Mr. Amit Singh, learned counsel for the respondent is also present.

Learned counsel for the complainant submits that though the respondent has articulated cancellation notice saying that he has sent a notice prior to cancellation but the said notice was not proper. It was not properly sent through any Government sources (P & T) or other recognised courier service rather it was served by a private courier without acknowledging the receipt of the same. He, therefore, submits that actually no notice was served and hence, the principle of natural justice has not been taken care of before cancellation of booking of the said plot.

Learned counsel for the respondent submits that it has already been discussed in detail on the previous date of hearing held on 16.06.2026 and also on 15.07.l2026, wherein it was made clear that the complainant has failed to comply with the terms and conditions of the agreement for sale and has not made payment of the due amount in time, failing which the respondent was left with no alternative but to cancel the said booking. He also submits that principle of natural justice has also been followed in the said case before cancellation.

The complainant, who is present in person, denies the statement of the respondent and submits that he has purchased another land parcel from the same respondent for which he had to pay extra amount than the earlier committed amount. However, he was also ready to pay the entire amount pertaining to this land parcel as well but the same could not be done as the cancellation of the said booking was done by the respondent.

After hearing the submissions of both the parties, the Bench observes that prima facie as per the details submitted, the complainant has failed to make payment of the due amount in time as laid in the terms and conditions of the agreement for sale and on the other side, the respondent has failed to follow the principle of natural justice and issue a proper notice before cancellation of the said booking against the complainant. In such a case, both the complainant and the respondent are directed to file a written submission on their behalf as to

(i) Why the complainant failed to make payment of the due amount as per the terms and conditions outlined therein and in case of his failure, why is the action of the respondent in cancellation of the said booking not as per provisions of law?

(ii) Learned counsel for the respondent is directed to furnish details as to what have been the exact conditions of the agreement for sale which the complainant failed to comply with and whether

the principal of natural justice was followed before cancellation of the said booking?

Put up this case on 28.10.2026 for further hearing.

Sd/-

(Sanjaya Kumar Singh)
Inquiry Commissioner,
RERA, Bihar