

REAL ESTATE REGULATORY AUTHORITY, BIHAR

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

RERA/CC/123/2024

Annu Singh

.....Complainant

Vs

M/s Shree Lok Nath Baba Homes Pvt. Ltd.

.....Respondent

Project: SARVAYONI CITY

**Present: For the Complainant: In person
For the Respondent: Mr. Sumit Kumar, Advocate**

29.07.2025

PROCEEDING

Hearing taken up. Complainant is present herself. Mr. Sumit Kumar, learned counsel is present on behalf of the respondent.

At the outset, learned counsel for the respondent has raised the objection of maintainability of the complaint petition. He submits that the case is barred by law of limitation as the complainant has failed to file case within three years of cause of action dated 07.05.2018 and she has acquiescence to the conduct of the respondent i.e., she has received Rs.10.00 lakh out of consideration amount of Rs.11.00 lakh without any demur. She has filed this case after a delay of almost six years without any justification in this regard and by this conduct it is proved beyond cavil that she has no grievance other than unjustified interest.

The complainant says that it was without any information to her regarding non-payment of any instalment amount and otherwise without knowledge being given to her regarding the sale of the booked flat in 6th floor.

Learned counsel for the respondent is pressing that the Memorandum of Understanding (MOU) does not bear the signature of the complainant and hence it does not hold good legally, whereas the complainant submits that the said document bears the signature of Rohit Singh, the Managing Director of the respondent-Company and every page bears the signature wherein on page no.2 it is clearly mentioned that booking as such has been done for Flat No.606 (6th floor) Block-A in Sarvayoni City for a total consideration amount of Rs.15,51,000/-.

Since it bears the signature of the respondent, there is no doubt as regards the veracity of the statement made by the respondent in the said MOU.

Learned counsel, when asked as to whether the signature is of the Managing Director or not, he did not deny the same, however, he submitted that since it is an unilateral agreement, it is difficult for him to acknowledge.

The complainant prays for payment of due interest to her. She says that she has received Rs.10.00 lakh out of a total payment amount of Rs.11.00 lakh as principal amount, whereas the learned counsel for the respondent denies her statement and says that the entire amount of Rs.11.00 lakh paid by her has been refunded to her as principal amount.

The complainant is requested to furnish the details after checking and verifying from the concerned Bank as to how much amount has actually been paid to her. She is given three days' time to do so, after which this case shall be put up for final order.

Order is reserved.

Sd/-

(Sanjaya Kumar Singh)
Inquiry Commissioner,
RERA, Bihar