REAL ESTATE REGULATORY AUTHORITY, BIHAR

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

RERA/CC/41/2026

Moumita Mitra .... Complainant

Versus

M/s Kashyap Green Homes Private Limited ... Respondent

Project: **KASHYAP GREEN CITY**

Present: For Complainant: Mrs. Kriti Suman, Advocate
For Respondent: Mr. Bishwash Vijeta, Advocate

15.07.2026 **PROCEEDING**

1. Hearing taken up. Learned counsel Mrs. Kriti Suman appears on behalf of the complainant. Learned counsel Mr. Bishwash Vijeta appears on behalf of the respondent.

2. Learned counsel for the complainant submits that the complainant had booked two flats after making payment of Rs.1,00,051/- and had also paid Rs.7,00,000/- in cash for which she had obtained a receipt from the respondent but unfortunately, the same has been misplaced and hence, she is unable to produce it at the moment. However, the act of the respondent is neither in line with the natural justice nor as per the provisions of law. Since the respondent, without giving any prior notice to the complainant, all of a sudden, sold both her booked flats to other persons, he, therefore, requests for a direction to the respondent for refunding the entire paid amount which includes Rs.1,00,051/- (which is being acknowledged by the respondent) as well as Rs.7,00,000/- which has been paid in cash to the respondent along with interest as per the provisions of law.

3. Learned counsel for the respondent submits that the case is not so as is being presented by the complainant. He accepts that booking of both the flats had been done by the complainant but the payment as per his knowledge was only done of a meagre amount of Rs.1,00,051/- for both the flats. He also submits that on the request of the complainant, the respondent had earlier made necessary modifications in both the flats and had spent a huge amount from his own pocket but the complainant, despite several verbal requests, did not make any further payment to the respondent failing which the respondent had no option but to sell the said flats to other parties after waiting for a long period of 14 years to get the payment of the remaining amount from the complainant. He submits that he has no record of payment of Rs.7,00,000/- in cash. He also files copies of both the sale deeds pertaining to both Flat Nos. 401 and 402 of the said project named Kashyap Green City. He also submits that the status of the project as having been completed was uploaded on RERA Website wherein it was explicitly mentioned that the project was completed on 30.11.2018 and the complainant, despite having knowledge of the said

fact, did not pay any further amount other than the initial booking amount of Rs.1,00,051/- after which the respondent had no option but to take steps for selling it to different persons as has been taken by him.

4. Considering the averments made by both the complainant and the respondent, it becomes clear that the complainant has failed to make payment of the due consideration amount even after completion of the flats but at the same time, it is also clear that the respondent failed to give any prior notice to the complainant neither as a demand notice to the complainant for making the due payment nor any show cause for cancellation of the said flats. It, thus, appears that the respondent has defaulted as far as the compliance of natural justice and the provisions of law is concerned.

5. However, considering the request of the complainant, an additional time, till the next date of hearing, is granted to both the parties to file a written notes of arguments on their behalf annexing therein all the relevant documents/ annexures in their favour, after which this Bench shall take a final decision in the matter.

Put up for hearing on 11.08.2026. Sd/-

(Sanjaya Kumar Singh)
Inquiry Commissioner
RERA, Bihar