

REAL ESTATE REGULATORY AUTHORITY, BIHAR
IN THE COURT OF ADJUDICATING OFFICER, RERA, BIHAR
 RERA/CC/AO/02/2026

Tarun Alex-----Complainant

V.

Maa Vindhya Vasani Developers Pvt. Ltd. ----- Respondent

PROJECT: RAINBOW RESIDENCY

21/07/2026

ORDER

The complainant has filed this case for a direction/ order to the respondent to provide compensation of Rs. 70,00,000/- with interest along with litigation cost and also any other relief/s for which the complainant is entitled to.

2. The complainant's case in brief is that the respondent Maa Vindhya Vasani Developers through one of its representatives approached the complainant, briefed and persuaded him through promises of timely possession and quality of the flats. The complainant entered into development Agreement on dated 07.03.2021. The total price for the unit based on the carpet area is 45,00,000/- (Rs. Forty-Five Lakh) plus GST. The complainant paid a booking amount of Rs. 10,000/- (Rs. Ten Thousand) and assured the payment of rest amount to the respondent as per the Schedule B and the complainant paid Rs. 48,91,000/- till date within the time and in the manner demanded by the respondent subject to the terms of the agreement made. The developer agreed and understood that timely delivery of possession of the flat to the complainant and the common areas to the association of complainant being the essence of the agreement. It was to be handed over after completion of the project on 30.06.2022 with a grace period of six months unless there is delay due to inevitable events. The developer defaulted as per the agreement and failed to provide ready to move in possession of the flat to the complainant till date. The complainant has the right to stop making further payments to the developer on the default of the developer as per the development agreement and the developer shall be liable to refund the entire money paid by the complainant

towards the purchase of the apartment along with interest. The developer after defaulting as per the development agreement, shut all contacts and provided contact information and by visiting its registered office. The respondent has failed to honour the agreement with ill motive and is escaping all kinds of liability subject to the project Rainbow Residency.

3. The respondent appeared and filed a counter reply stating therein that the complainant has filed this case to refund the amount having paid by the complainant. The complainant has not gone before the Authority who has jurisdiction for the same. Further he has stated that the complainant has paid a total amount of Rs. 27,09,999/- till 18.05.2021 and then stopped due payments and never responded even on repeated continuous requests for due payments always with one excuse or counter blame. The complainant has been persuaded by the respondent through telephonic calls also for payments for the last 54 months or more, for this letters have been issued by the respondent. The complainant has made false statement regarding payment of Rs. 48,91,000/- to the respondent and has not provided the annexures of proof of payment. The respondent is ready and willing to refund the amount having been paid by the complainant on cancellation of the Agreement for sale dated 07.03.2021. The complainant has filed this case with malafide motive, suppressing the material facts and has projected himself as the weaker party, only with the aim of getting the unqualified sympathy of the Authority. It is completely wrong submission that the date of possession was 30.06.2022, whereas, as per Corona Extension of 9 months, the same was 30.09.2023, but no payment was made by the complainant. The flat was and is ready for possession provided the complainant fulfills his promise of payment as per the bonafide demand raised by the Developer. Hence, this complaint case is to be dismissed.

4. The complainant has also filed a rejoinder of reply of the respondent, stating therein that he has paid the amount as per schedule of the agreement through online/ cheque etc. and Annexures are having been filed. He has further stated that FIR has also been lodged against the

respondent in which the respondents' anticipatory bail has been rejected by the Addition Sessions Judge, Danapur, Patna.

5. After perusal of the record it appears that present case has been filed on 28.12.2025 whereas FIR has been lodged on 07.01.2026 against respondent under sections 406, 420, 385/ 34 of the Indian Penal Code i.e. offences under section 316(2), 318(4), 318(1), 308(2) and 336(3) of BNS which constitutes criminal breach of trust with conspiracy and other allegations. The learned counsel for the complainant also stated that he has filed a case before the Authority in Form-M for refund and other remedies.

6. The learned counsel of respondent stated that the complainant on one hand filed criminal case against the respondent and on other hand he has filed a case before Authority (RERA) in Form-M and also before this Bench (A.O.) for compensation etc. The act of the complainant has defect of double jeopardy. Unless and until respondent becomes guilty for any act, compensation cannot be awarded.

7. Considering above facts, it appears that unless and until respondent found guilty by Real Estate Regulatory Authority or criminal court, and also without considering such order, compensation cannot be either calculated or awarded. As such this case appears to be pre-mature. So, this case is dismissed with a liberty to file compensation case after upcoming result of the Authority order, which deems fit.

Sd/-

(Vinod Kumar Tiwari)
Adjudicating Officer
RERA, Bihar