

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**  
**Telephone Bhavan, Patel Nagar, Patna-800023.**

**Before the Bench of Mrs. Nupur Banerjee, Member**

**Complaint Case No. RERA/CC/311/2021**

**Shayamful Devi.....Complainant**

**Vs**

**M/s G and S Constructions .....Respondent**

**Project: G and S Constructions**

**For Complainant: Mr. Dilip Kumar, Advocate**

**For Respondent : None**

**INTERIM ORDER**

**13-07-2022** The Matter was last heard on 12-06-2022.

This matter has been filed on 26-02-2021 for seeking following reliefs:-

- I. To direct the respondent to hand over the possession of the share of the complainant as per the development agreement dated 30.09.2011,
- II. To direct the respondent to pay Rs. 1 lakh as compensation and Rs. 15,000/- as compensation.
- III. To impose penalty for violation of Section 3 of the Act by the respondent company for not registering the project before the Authority.

During the last hearing on 12-06-2022, learned counsel for the complainant has submitted that as per clause (3) of the Development Agreement dated 30.09.2011, the respondent are duty bound to complete the work within three years. He further submitted that he map has already been sanctioned on 09.12.2011 but the work has not been completed. He further submitted that direction may be given to respondent company to complete the project and handover complainant's share. However, the respondent has not appeared despite notices, therefore, the matter were kept for Ex-parte Order.

Perused the case record and finds that complainant has sought relief for the possession of his shares as per the Development Agreement dated 30-09-2011 on the one hand but in the complaint petition on the other hand he had mentioned that he had filed a title suit in the court of learned Sub-Judge, Patna for the cancellation of Development Agreement which is itself in contrary to the relief sought in the complainant petition, Hence, the Bench directs complainant to submit written submission stating therein that whether the complainant want to continue with the development agreement or want to cancel the development agreement as the complainant has filed title suit before the learned sub-judge, Patna.

The Bench observes that the development agreement was executed between both the parties in 30.09.2011, so, Suo Moto proceeding cannot be initiated against the respondent. The complainant may file such documents through which it is evident that the promoter has violated Sec 3 of the RERA, Act.

**Put up for further hearing on 27/08/2022, inform both the parties accordingly.**

**Sd/-**

**Nupur Banerjee  
Member**