

REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR
Before the Single Bench of Mrs. Nupur Banerjee, Member

Case No: RERA/CC/340/2022

Amarendra Kumar Sinha

...Complainant

Vs.

M/s Aditya Bhaskar Infra & Services Pvt. Ltd.

...Respondent

Project: Sundar City, Phase-1

15/05/2024

ORDER

The matter was last heard on 12.02.2024 and was fixed for orders on 03.05.2024. However, due to pre-occupation of the Bench in other matter, order could not be pronounced on the date fixed. On that date, Mr. Sumit Kumar, learned counsel for the complainant was present, Mr. Ankit Kumar, learned counsel for the respondent was also present.

This complaint petition has been filed seeking relief to direct the respondent to handover physical possession of Plot Nos.P-08 and P-19 with demarcated boundary to the complainant with all relevant documents as per the Agreement for Sale dated 15.04.2021 and execute sale deed in favour of the complainant and also to direct the respondent to develop the project, namely, Sundar City in accordance with sanctioned plan with all amenities as mentioned in RERA registration with a liberty to file complaint before the court of Hon'ble A.O. for compensation.

In short, the case of the complainant is that the complainant booked two plots bearing Plot nos. P-08 and P-19 admeasuring (80x30 sq.ft.) in the project Sundar City, Phase-1. Thereafter the complainant and the respondent company had entered into an agreement for sale dated 15.04.2021 for the land 2400 sq.ft. (5.511 decimal) after the complainant had paid the total consideration amount of Rs.15.00 lakh. It is stated that after the aforesaid agreement for sale, the complainant asked the respondent company for executing absolute sale deed in favour of the complainant but till 24.10.2021, instead of executing absolute sale deed, the respondent company has given a letter dated 24.10.2021 stating that the absolute sale deed may be executed by 20.12.2021 and if the company fails to execute the sale deed, then in that case the complainant may take any action against them and the respondent company had also given two security cheques in

favour of the complainant. After the aforesaid letter, the respondent company has not yet executed the absolute sale deed of the aforesaid land in his favour and committed breach of contract. It is stated that seeing the callous attitude of the respondent company, the complainant was compelled to raise the security cheques for encashment but both the cheques were bounced due to insufficient fund. This act of the respondent company caused wrongful loss to the complainant and wrongful gain to the respondent and further cheated the complainant by giving two security cheques which were later bounced. Hence, this complaint. .

The complainant has placed on record the copy of Agreement for Sale dated 15.04.2021 along with DDs.

After notice, the respondent has appeared through his learned counsel Mr. Shantanu Kumar and has filed reply on behalf of the respondent stating therein that the averments made by the complainant in his complaint petition are misleading and contrary to the true facts and circumstances of the case. The complainant visited the place of the respondent for enquiry of the plot and booked Plot No.P-08 and P-19 of the said project in the year 2021 and he had paid the full consideration of Rs.15.00 lakh. It is stated that the complainant has already filed a complaint case no.4951(C)/ 2022 before the C.J.M., Patna for refund of money prior to filing of this case, therefore, the present case has been barred by res judicata. It is further stated that due to land dispute the respondent is not in a position to give the possession of the booked land but the respondent is ready to give the possession of alternative plots with registered absolute sale deed or refund the principal amount. The respondent is always ready to settle the dispute, so this case is fit to be dismissed.

On 08.01.2024 learned counsel for the complainant reiterated his submissions as made in the complaint petition and he wanted possession of the plot immediately and he being afraid that the said plot may be sold to some other third party wanted ban on registration of these two plots as a safeguard measure. On the submissions made by both the parties the Bench directed the Registry Office not to execute sale deed of these two plots till disposal of this case. On 12.02.2024 also learned counsel for the complainant reiterated his submissions. He also submitted that on repeated requests absolute sale deed has not been executed till date. Learned counsel for the respondent submitted that there is some dispute on the land in question but the respondent is ready to give alternative plot.

In the light of the submissions advanced by learned counsel for the parties and the documents available on record, the Authority directs the respondent to

handover the physical possession of the two plots bearing Plot Nos. P-08 and P-19 with demarcated boundary and all amenities to the complainant as per the Agreement for Sale dated 15.04.2021 and execute absolute sale deed in favour of the complainant, within sixty days of issue of the order.

As regards claim for compensation is concerned, the complainant is at liberty to press the same before the A.O. as per the provisions of the Act.

With these directions and observations, the matter is disposed of.

Sd/-
Nupur Banerjee
(Member)