



REAL ESTATE REGULATORY AUTHORITY (RERA)
IN THE COURT OF ADJUDICATING OFFICER
4TH & 6TH FLOOR, BIHAR STATE BUILDING CONSTRUCTION CORPORATION CAMPUS
HOSPITAL ROAD, SHASTRI NAGAR, PATNA-800023

RERA/CC/585/2019
RERA/AO/150/2019

Sri Ram Kumar Singh, S/o Late Dwarika Singh

Address-1:

R/o Village-Gopalpur, P.O.-Niranjapur, P.S.-Mehandia,
District-Arwal, Bihar-804428.

Address-2:

F-125, P.C. Colony, Kankarbagh, Patna-800020.

... Complainant

Versus

1. M/s Jascon Enterbuild Ltd.

Through: it's Director

2. Sri Shashi Kant, Director, S/o Sri Nikhilesh Kumar
Singh

Address of Respondents No.1 and 2:

315, 3rd Floor, "Maharaja Kameshwar Commercial ... Respondents
Complex", Frazer Road, Patna-800001.

Present:

Sri Ved Prakash
Adjudicating Officer

Appearance:

For Complainant ... Sri Dheeraj Sagar, Advocate

For Respondents ... Sri Punit Kumar, Advocate

ORDER

18-06-2021 This complaint petition is filed by the complainant, Sri Ram Kumar Singh against the Respondent No.1, M/s Jascon Enterbuild Ltd. through it's Director, Respondent No.2, Sri Shashi Kant, u/s 31 read with Section 71 of Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "Act, 2016") for delivery of possession of flat no.301 allotted to him

in Block-C of the project “Dr. Prammatma Singh and Jascon Residency” and further for payment of rent paid by him to house owner of his rented house since the date of Agreement till delivery of allotted flat to him. He has further sought relief against the Respondents for refund of extra paid amount Rs.4,78,741/- to the Respondents along with interest @ 18% thereon and further to pay interest on home loan from agreed date till delivery of possession of the flat and compensation for his physical and mental harassment with litigation cost, consequent to non-delivery of allotted flat within stipulated time by the Respondents to him.

2. In nutshell, the case of the complainant is that the complainant, Sri Ram Kumar Singh on 19-03-2013 approached to the Respondent No.1, M/s Jascon Enterbuild Ltd. through it's Director, Respondent No.2, Sri Shashi Kant to purchase a flat in their project “Dr. Prammatma Singh and Jascon Residency”. On negotiation, both the parties had become ready to sale/purchase of the flat in said project. Later on 26-10-2013 the complainant Sri Ram Kumar Singh on one side and Respondent No.1, M/s Jascon Enterbuild Ltd. through it's Director, Respondent No.2, Sri Shashi Kant on other side executed a registered Agreement for Sale No.25212 for sale/purchase of flat no.301 on 3rd floor in Block-C having built up area 970 sq.ft. (super built up area 1241 sq.ft.) along with car parking space in ground floor with equitable share in the land of the project “Dr. Prammatma Singh and Jascon Residency” situated at Prammatma Nagar, Agam Kuan, Kankarbagh, Patna of the Respondents on consideration of Rs.22.00 lacs excluding Service Tax and other Government taxes, out of which the complainant has paid Rs.26,78,741/- to the Respondents, in

which he had paid Rs.22.00 lacs towards the consideration of the flat and Rs.4,78,741/- for extra works like fittings and false ceiling etc. in the allotted flat. The Respondents have assured him that delivery of possession of the flat shall be made within 36 months with grace period of 3 months. Now nearly 6 years have passed, but the Respondents have not delivered the said flat to him. Further case is that the complainant and his family members are living in a rented house as tenants in Patna and activities of the Respondents are merciless. Hence, now the complainant desires only committed basic amenities from the Respondents and the rest amenities will be installed/constructed by the complainant himself. The complainant has orally requested several times to the Respondents to deliver the flat to him, but there being no response, he has sent a Legal Notice and thereafter reminders, but it is unfortunate to say that the Respondents have not properly responded. So, being fed up with the activities of the Respondents, he has filed this case against them with the above reliefs.

3. The Respondents have filed reply as well as supplementary reply pleading therein that the Agreement for Sale dated 26-10-2013 was executed between the parties and thereafter the promoter started construction on the project land without any interruption, except the present case. The Respondents have assured in the Deed of Agreement for Sale that delivery of possession of the flat will be given in February, 2017, but unfortunately, due to non-availability of raw materials, it was delayed, whereas it was clearly mentioned in Clause-13 of the Deed that construction of the building shall be completed within 36 months with grace period of 3 months, provided the time of completion shall be deemed to have been

extended in the event of non-availability of building materials or delay in receipt of instalments of consideration amount from buyers of other flats and/or delay due to Force Majeure. Further case is that total consideration of the flat no.301 on 3rd floor having super built up area 1241 sq.ft. in Block-C of the project “Dr. Pramatta Singh and Jascon Residency” was fixed Rs.22.00 lacs, out of which the complainant has paid Rs.18.00 lacs as per his convenience and availability and the last amount was received in May, 2019, which shows that the complainant is aware about the current situation of the concerned flat. Further case is that the Respondents have applied for registration of the project “Dr. Pramatta Singh and Jascon Residency” in RERA, Bihar, which is still pending. The Respondents are always ready to give possession of the flat to the complainant within 3 months, if the remaining dues as well as some variation amount will be paid by him to the Respondents. Further case is that the allegation of the complainant that he has paid more amount than the agreed consideration clearly proves malafide intention on his part, as he has admitted before this Court that extra amount was paid for extra fixtures like false-ceiling, amenities etc. Hence extra amount given to the builder for the said flat is denied. Further, the Respondents, as per Clause-6 and 7 of the Agreement for Sale can charge 18% interest from the complainant for delay in payment as per schedule of payment, which has not been followed by the him and hence, he has paid only Rs.18.00 lacs till May, 2019, out of the total consideration of Rs.22.00 lacs and later on stopped the payment. Whereas, as per Payment Schedule, one month before delivery of possession the complainant has to pay the rest amount of consideration. The Respondents are ready to refund the amount Rs.18.00 lacs as well as Rs.8,78,741/- after

deducting cancellation charges due to default in payment of consideration amount by the complainant, as loss has occurred to the Respondents. The grievances of the complainant cannot be fulfilled by the Respondents, as the complainant in future will provoke other flat owners against the Respondents. So, under the above facts and circumstances, the Respondents may be allowed to refund the total amount to the complainant as per company norms. The claim of the complainant is unjust, improper, incorrect and not sustainable in the eye of law and hence, it is fit to be rejected.

4. On basis of the pleadings and submission of the learned lawyers of both the parties, following points are formulated to adjudicate the case:-

- (i) Whether the complainant is entitled for delivery of possession of flat no.301 along with car parking space in the ground floor with equitable share in the land in Block-C of the project “Dr. Pramatra Singh and Jascon Residency” against the Respondents?
- (ii) Whether the complainant has paid Rs.22.00 lacs as consideration amount of the flat no.301 in Block-C of the project “Dr. Pramatra Singh and Jascon Residency” to the Respondents?
- (iii) Whether the complainant is entitled for refund of extra paid amount Rs.4,78,741/- along with interest @ 18% thereon against the Respondents?
- (iv) Whether the complainant is entitled for rent of his rented house against the Respondents since the

date of Agreement till delivery of possession of the flat no.301 in Block-C of the project to him by the Respondents?

(v) Whether the complainant is entitled for compensation for his physical and mental harassment against the Respondents?

(vi) Whether the complainant is entitled for litigation cost against the Respondents?

Points No.(i) to (v):

5. Admittedly, the complainant, Sri Ram Kumar Singh approached to the Respondent No.1 M/s Jascon Enterbuild Ltd. through it's Director, Respondent No.2, Sri Shashi Kant to purchase a flat in their project "Dr. Pramatra Singh and Jascon Residency" and after negotiation, the price of the flat no.301 in Block-C of the said project was finalised as Rs.22.00 lacs excluding taxes. Later on, both the parties executed registered Agreement for Sale No.25212 dated 26-10-2013 for sale/purchase of a 3 BHK flat no.301 on 3rd floor in Block-C having built up area 970 sq.ft. (super built up area 1241 sq.ft.) along with one car parking space on ground floor with equitable share in the land of the project "Dr. Pramatra Singh and Jascon Residency" situated at Pramatra Nagar, Agam Kuan, Kankarbagh, Patna of the Respondents on consideration of Rs.22.00 lacs excluding Government taxes, out of which the complainant has admittedly paid Rs.26,78,741/-, in which he has stated that he has paid extra amount Rs.4,78,741/- to the Respondents for fittings and false ceiling etc. in his allotted flat no.301.

Details of payments made by the complainant and money receipt issued by the Respondents may be seen through the chart given below:

Sl. No.	Mode of Payment					Amount Rs.
	Name of Bank	Cheque/D.D./ Cash	Date	Money Receipt No.	Date	
1.	Madhya Bihar Gramin Bank	Ch.No.561425	19-03-2013	648	19-03-2013	51,000.00
2.	-	Cash	-	-	25-03-2013	1,00,000.00
3.	-	Cash	-	-	13-04-2013	1,00,000.00
4.	-	Cash	-	-	28-04-2013	1,00,000.00
5.	-	Cash	-	-	07-05-2013	1,00,000.00
6.	-	Cash	-	-	11-07-2013	1,50,000.00
7.	-	Cash	-	-	13-08-2013	1,00,000.00
8.	-	Cash	-	-	30-08-2013	1,00,000.00
9.	-	Cash	-	-	12-09-2013	1,50,000.00
10.	-	Cash	-	-	04-10-2013	1,50,000.00
11.	-	Cash	-	-	24-10-2013	85,000.00
12.	-	Cash	-	-	25-10-2013	43,741.00
13.	Madhya Bihar Gramin Bank	Ch.No.568478	04-01-2014	970	04-01-2014	2,00,000.00
14.	Madhya Bihar Gramin Bank	Ch.No.570554	01-03-2014	993	01-03-2014	1,00,000.00
15.	-	Cash	03-03-2014	994	03-03-2021	50,000.00
16.	IDBI Bank [Home Loan]	D/D No.000484	25-03-2014	1044	25-03-2014	2,09,000.00
17.	-	Cash	-	1193	25-08-2014	1,50,000.00
18.	IDBI Bank [Home Loan]	D/D No.575289	19-02-2015	325	19-02-2015	3,00,000.00
19.	-	Cash	-	1349	04-03-2015	50,000.00
20.	Madhya Bihar Gramin Bank	Ch.No.575299	16-06-2014	1377	16-06-2015	1,00,000.00
21.	-	Cash	-	1450	17-10-2015	50,000.00
22.	Corporation Bank	Ch.No.351661	11-08-2016	1567	11-08-2016	90,000.00
23.	-	Cash	-	1584	08-09-2016	50,000.00
24.	Corporation Bank	Ch.No.351668	08-09-2016	1585	08-09-2016	50,000.00
25.	-	Cash	-	1778	03-05-2019	50,000.00
					TOTAL	26,78,741.00

6. The Respondents in their reply as well as their learned lawyer during the hearing submitted that the complainant has paid only Rs.18.00 lacs towards the consideration amount Rs.22.00 lacs fixed in the Agreement for Sale between the parties, which has been admitted by the complainant

during conversation recorded in Compact Disc (C.D.) and the said C.D. is being produced in the Court as proof of payment of only Rs.18.00 lacs by the complainant towards the total consideration Rs.22.00 lacs, which is opposed by the learned lawyer for the complainant and he submitted that neither the Notice of recording of C.D. was given to the complainant nor there is voice of the complainant in the C.D. nor the same is admissible in evidence, rather the C.D. has been got created by the Respondents only to create evidence in their favour. He further submitted that the complainant has paid total consideration Rs.22.00 lacs as price of the flat fixed in the Agreement for Sale and extra amount Rs.4,78,741/- was paid for extra fittings/development in the flat no.301 allotted to him. So, it is incorrect to say that the complainant has paid only Rs.18.00 lacs towards consideration amount Rs.22.00 lacs and as such, the submissions of the Respondents and their learned lawyer being incorrect, may be rejected.

7. The Respondents have produced the C.D. recorded in any WhatsApp said to be a conversation between the complainant, Sri Ram Kumar Singh and Respondent No.2, Sri Shashi Kant with respect to proof of admission of the complainant that he has to pay remaining consideration Rs.4.00 lacs out of total consideration Rs.22.00 lacs. I think, 'tape' is primary and direct evidence of what has been said and recorded. However, the C.D. sought to be relied by the party is a copy obtained by the mechanical/electronic process of having the original tape recorded conversation uploaded on computer from original electronic record and copied on C.D., such copy is, therefore, secondary evidence u/s 63 of the Evidence Act and therefore, can be used only upon production of the original record of such taped

conversation u/s 65 (B) of the Evidence Act. Further, in the case of R.M. Malkani (supra) tape recorded conversation is held admissible if it is relevant, if voice is identified and accuracy of tape recorded conversation is proved by eliminating possibility of erasing tape recorded conversation.

It shows that simply by production of C.D., it will not be admitted as an evidence against the complainant as for admissibility of C.D., the Respondents should have filed original electronic device / computer /mobile etc., from which the C.D. has been prepared. In addition, the Respondents should have proved in Court that the C.D. produced is not erased/edited. It is also required that the C.D. should be in corroboration of any document. During hearing in the present case, the Respondents except producing the C.D. have done nothing including examination of expert to support that the recorded voice in C.D. is of the complainant, Sri Ram Kumar Singh. It has also not come on record as to when, where, how and who has recorded the same and on which device, so genuinity regarding the C.D. produced in the Court is uncertain. Hence, I find that this C.D. produced in the Court by the Respondents is not admissible in evidence, as per Section 7, 8 and 65(B) of the Evidence Act, 1872. So, it cannot be used as an admission of the complainant regarding payment of remaining consideration Rs.4.00 lacs out of total consideration Rs.22.00 lacs.

8. The Respondents in addition have neither produced any money receipt in the Court nor any other document, which may show that such and such amount has been paid by the complainant towards the principal amount Rs.18.00 lacs out of consideration amount Rs.22.00 lacs and such and such amount has been paid with respect to extra furnishing in the

allotted flat no.301 of the complainant. The complainant from very beginning has come with the case that he has paid Rs.26,78,741/- towards the consideration of Rs.22.00 lacs and Rs.4,78,741/- extra amount for fittings in the flat including false ceiling etc. But, the Respondents without any legally oral/documentary admissible evidence has come with a case that the complainant has paid only Rs.18.00 lacs till May, 2019 out of total consideration Rs.22.00 lacs and has paid rest Rs.8,78,741/- for development of the flat of the complainant. Further, the complainant has stopped the payment after May, 2019. Now the Respondents on basis of their claim are hammering that on payment of rest consideration amount Rs.4.00 lacs along with 18% interest, they will deliver the flat to the complainant within one month. They have further submitted that the Respondents are ready to refund the principal amount Rs.26,78,741/- to the complainant, after deduction of charges as per terms and conditions of Agreement for Sale, as in future the complainant will provoke the other co-allottees /purchasers. As discussed above, there is nothing written on money receipts issued to the complainant by the Respondents/their authorised signatory with respect to the payment of consideration of the flat and extra work in the flat of the complainant. I think, when there is no support from the receipts to identify the payment of principal amount of the flat Rs.18.00 lacs and excess payment of Rs.8,78,741/- for extra work in his allotted flat no.301 of the project, it will be presumed that the version of the complainant is correct. Further I think that when the complainant is not ready to get refund of his principal amount/consideration Rs.22.00 lacs, the Court cannot force him to get refunded the said amount from the Respondents, as he has not sought relief in the complaint petition for refund

of his principal amount. The Court is not bound to accept the submission of the Respondents only on basis of their pleadings and oral submissions, as they have not come with counter claim after payment of Court Fee etc. along with supportive evidence. Hence, from all the documentary evidence available on the record, it is established that the complainant has paid total consideration Rs.22.00 lacs towards purchase of flat no.301 in Block-C of the said project, as per Agreement for Sale, and has also paid excess amount Rs.4,78,741/- for extra works of fittings and false ceiling etc. in his allotted flat and extra amount R.4,78,741/-, as per his claim may be refunded to him, as the Respondents have failed to install/fix these fittings within the stipulated period with required quality.

9. The complainant has also claimed interest @ 18% on his extra paid amount Rs.4,78,741/- against the Respondents. The record shows that the Respondents are running present along with their other projects in Patna, in which interest of other buyers is involved and naturally levying of higher rate of interest will adversely affect the development of the present as well as other projects of the Respondents and it will also hamper the interest of other buyers. It is fact that the Respondents have retained the above extra amount of the complainant for a long time and used the same in their business development. In such view of the matter and circumstances of the case, it appears that prevailing bank interest may be appropriate to be levied against the Respondents. As per rules 17, 18 of the Real Estate (Regulation and Development) Rules, 2017, the Respondents have to pay simple interest 2% above the MCLR of SBI. Presently, the MCLR of SBI is 7.30% per annum for a loan of more than 3 years and if 2% is added, the

interest rate will come 9.30% per annum. Hence, the Respondents have to refund the extra amount Rs.4,78,741/- to the complainant along with accrued simple interest @ 9.30% per annum thereon from the date of payment of respective amount by the complainant to the Respondents till refund of said amount by the Respondents to the complainant.

10. Now, I have to consider about the completion and delivery of the flat no.301 in Block-C of the project “Dr. Pramatta Singh and Jascon Residency” to the complainant. The record shows that the Map of the above project, has been approved by the competent authority (P.M.C.) on 16-11-2011 and RERA, Bihar has also granted registration of the said project on 06-05-2020 bearing Registration No.BRERA P 000 917-3/624/R-956/2020 as completed project. The complainant has alleged that the project as well as flat no.301 allotted to him are incomplete and the Respondents have to complete the flat at the earliest, so that they may be in position to deliver possession of the same to him, whereon the learned for the Respondents in their reply submitted that if the complainant is ready to pay the rest amount Rss.4.00 lacs along with interest thereon, then the Respondents will hand over the flat to him within one month. It is not out of place to mention that the Respondents have got RERA, Bihar registration as completed project. It appears that there is claim and counter-claim regarding completion of the project as well as the flat allotted to the complainant. So, a RERA, Bihar team was constituted to visit the site of the project as well as flat no.301 allotted by the Respondents to the complainant. Hence, the RERA team, as per order of this Court, visited

on 03-03-2021 at the site of the project as well as flat no.301 allotted to the complainant and after local inspection, submitted it's report as follows:-

- (a) There is no Lift, Generator and Fire Fighting System. Electric Transformer has already been installed.
- (b) Drainage has been constructed, but it has not been covered.
- (c) Guard room and common toilet has not been constructed.
- (d) Neither the front approach road nor the set back area has been finished.
- (e) Electric wiring in the entire premises is incomplete, although Electric Panel has been installed.
- (f) Painting works has not been done in the grill/handrail installed at ladder area.
- (g) No roof-heat proof treatment has been done at terrace.
- (h) In most of the flats, except 2-4 flats, floor work and other works are incomplete, although tiles and sand were available at the site.
- (i) So far as works in the flat of the complainant is concerned, it is stated that the works of fixing of Windows and Doors inside the flat and Ceilings of Bath Room are not done. Fittings of

water supply, such as stop cock bib etc. are not provided in the Bath Room and Kitchen.

- (j) To sum up, it can be said that overall 35 to 40% works are incomplete in the project including the flat of the complainant.

Photograph of the site has been taken by the RERA team, which support the claim of the complainant. I think, when the project as a whole and the allotted flat of the complainant are incomplete, then how the Respondents, keeping in dark the RERA, Bihar, has taken registration, showing the same as completed? It shows malafide intention on part of the Respondents, otherwise they would not have kept RERA, Bihar in dark and got registration of in-completed project as completed one. Now, I have to see as to what 'completion' means. Rule-15 of the Bihar Building Laws, 2014 and Section-2(q) have defined the 'completion' and 'completion certificate'. Section 2(q) of RERA Act, 2016 says that completion certificate means:-

“completion certificate or such other certificate by whatever name called, issued by competent authority certifying that the real estate project has been developed according to sanctioned plan, .lay-out plan and specifications as approved by the competent authority under the local laws”.

It further shows that the instant project and flat of the complainant are in-complete as per approved Map of the competent authority (P.M.C.) and they have also not got completion certificate from P.M.C. for completion

of the project. In this way, it is necessary that the Respondents should complete the project and flat no.301 allotted to the complainant as per sanctioned Map and provide all amenities promised in registered Agreement for Sale dated 26-10-2013 executed between the both the parties.

11. The Respondents have assured in Agreement for Sale that construction of the building shall be completed within 36 months with grace period of 3 months, provided that the time for completion shall be deemed to have been extended in the event of non-availability of building materials or delay in receipt of instalments of the consideration amount from the buyers of other flats and/or delay due to Force Majeure Clause as provided herein. If the company is not able to give possession of the said flat to the buyer on the above account or any other reasonable cause, the buyer may not be entitled to any damage whatsoever, but he shall be entitled to receive back the entire money paid by him to the company. On calculation, the instant project and flat of the complainant should have been completed in all respect till 25-01-2017.

Hon'ble High Court, Patna, vide order dated 17-02-2017 in CWJC No.17809/2015, has suspended sand mining and supply of stone chips in the State of Bihar and after order dated 02-04-2018 of the Hon'ble High Court, the mining of sand and supply of stone chips could be restored. In this way, it is correct submission of learned lawyer for the Respondent that for some time in 2017 there was serious issue of non-availability of raw materials like sand, stone chips etc. in Bihar. But, it is his incorrect submission that during registration proceedings of the project in RERA, Bihar, the construction process of the building was stopped. It shows that

prior to passing the order of Hon'ble High Court, Patna on 17-02-2017 in CWJC No.17809/2015, the present building/project of the Respondents should have been completed. But, for the sake of convenience of the Respondents if it is presumed that the Respondents were also affected due to the order of Hon'ble High Court and they could not get raw materials till 02-04-2018, then after the said period i.e. 02-04-2018, the Respondents should have delivered the flat to the complainant completed in all respect, but they could not do so. In this way, it is nothing but reluctant behaviour of the Respondents towards their responsibilities with respect to the interest of the allottees/complainant. Otherwise, they would have acted positively for delivery of the flat to the allottees/complainant, as per their assurance in the Agreement for Sale. It also appears that the Respondents have failed to comply the provisions of Section 19(1) (2) and (3) of the Act, 2016. Hence, the Respondents should be held to bear the responsibility/loss occurred to the complainant due to non-delivery of the said flat since 03-04-2018 till actual delivery of possession of the flat to the complainant, as till date the Respondents could not deliver possession of the flat to the complainant. This view also finds support from the ruling of the Hon'ble Supreme Court of India passed on 24-08-2020 in Civil Appeal No.6239/2019 Wing Commander Arifur Rahman Khan and Others Vs. DLF Southern Homes Pvt. Ltd. and Others with Civil Appeal No.6303/2019.

Now, it has to be considered as to what amount of compensation/interest/rent to fulfil the loss to the complainant may be allowed against the Respondents? It is very surprising that the Respondents unilaterally decided and got mentioned in Clause-6, 7 of the Agreement for Sale dated 26-10-2013 that in case of default the

buyer/complainant shall be liable to pay interest @ 18% per annum on all amount which becomes due to the company and calculation of the interest from the due date of the said amount and in case of default if the dues is not paid along with interest @ 18% per annum within 60 days, the Respondents may cancel the allotment of the flat. I think, when the builder is entitled to get interest on due amount, then in case of default in delivery of possession of the flat, the Respondents should also be held responsible to pay the interest/compensation/rent etc. to the complainant, as non-mentioning of payment of compensation / interest /rent to the allottees / complainant against default of the Respondents in delivery of possession of the flat within the stipulated/promised period is not only against the morality, but also legally it is incorrect, which also find support from the above ruling of the Hon'ble Supreme Court as well as ruling passed by the Hon'ble Apex Court in the order dated 11-01-2021 in Civil Appeal No.5785/2019 IREO Grace Realtech Pvt. Ltd. Vs. Abhishek Khanna and Others. While deciding the quantum of compensation / interest /rent etc. for loss to the complainant against the Respondents, the period of delay as well as proportion of loss to the complainant and benefit to the Respondents has to be kept in mind. I further think, since there is no percentage of interest fixed in the Agreement for Sale executed between the parties for payment to the allottees/complainant in case of default by the builder/ Respondents, reasonable amount has to be assessed, keeping in mind the above discussed facts. The complainant has not filed any documentary evidence as to show that as to how much house rent is being paid by him as well as anyone in the area of his allotted flat. However, he has stated that he is making payment of EMI to the bank and house rent @ Rs.20,000/- per

month. Presently a reasonable house rent in the project area of a flat having super built up area 1241 sq.ft. may be Rs.12,000/- per month and after rebate it may be available @ Rs.10,000/- per month to anyone in the said locality. Hence, the Respondents for delay in delivery of possession of the flat, have to pay house rent including compensation for physical and mental harassment to the complainant @ Rs.10,000/- per month since April, 2018 till delivery of possession of the flat no.301 in the project “Dr. Pramatra Singh and Jascon Residency” to the complainant.

12. Considering the above facts and circumstances of the case, it may be concluded that firstly, the complainant is entitled for delivery of possession of the flat no.301 allotted to him in Block-C by the Respondents in their project “Dr. Pramatra Singh and Jascon Residency” completed in all respect as per Agreement for Sale. Secondly, the complainant has paid total consideration of Rs.22.00 lacs as price of the flat no.301 allotted to him in Block-C by the Respondents. Thirdly, the complainant is entitled for refund of extra paid amount R.4,78,741/- from the Respondents along with simple interest @ 9.30% per annum thereon since the date of payment of respective amount by the complainant to the Respondents till refund of the same by the Respondents to the complainant. Fourthly and fifthly, the complainant is entitled for house rent @ Rs.10,000/- per month including compensation for his physical and mental harassment for delayed period in delivery of possession of flat no.301 in Block-C of the said project to the complainant since April, 2018 till delivery of possession of the said flat to him by the Respondents. Accordingly, Points No.(i) to (v) are decided in positive in favour of the complainant and against the Respondents.

Pont No.(vi):

13. The complainant has repeatedly visited the office of the Respondents and contacted them as well as their staffs to know about the position of delivery of possession of the flat no.301 allotted to him in the instant project by the Respondents, but the Respondents and their staffs have not given any proper response to his request till filing of this case. Though the complainant has not filed any document on the record as proof of actual expenditure incurred by him for conveyance to the office of the Respondents, A.O. Court in RERA, Bihar, engagement of lawyer, paper work, remittance of Court Fee etc., but I think, the complainant would not have incurred more than Rs.15,000/- in these activities, which must be paid by the Respondents to the complainant. Accordingly I find and hold that the complainant is entitled for Rs.15,000/- as litigation cost against the Respondents. Accordingly, Point No.(vi) is decided in positive in favour of the complainant and against the Respondents.

Therefore, the complaint case of the complainant, Sri Ram Kumar Singh is allowed on contest with litigation cost of Rs.15,000/- (Rupees fifteen thousand only) against the Respondents. The Respondents are directed to deliver possession of flat no.301 in Block-C of their project "Dr. Pramatta Singh and Jascon Residency" completed in all respect as per Agreement of Sale dated 26-10-2013 within 60 (sixty) days to the complainant. The Respondents are further directed to refund extra paid amount Rs.4,78,741/- (Rupees four lacs seventy eight thousand seven hundred forty one only) along with simple interest @ 9.30% per annum thereon to the complainant since the date of payment of respective amount

by the complainant to the Respondents till refund of the said amount by the Respondents to the complainant. The Respondents are further directed to pay house rent as a compensation for delay in delivery of possession of the flat no.301 including compensation for his physical and mental harassment @ Rs.10,000/- (Rupees ten thousand only) per month since April, 2018 till delivery of possession of the said flat to the complainant. The Respondents are further directed to comply the order within 60 (sixty) days, failing which the complainant is entitled to get enforced the order through process of the Court.

Sd/-
(Ved Prakash)
Adjudicating Officer
RERA, Bihar, Patna
18-06-2021