

**IN THE COURT OF ADJUDICATING OFFICER,  
REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR, PATNA**

**RERA/CC/177/2018  
RERA/AO/24/2018**

Sri Binay Jha, B-502, Arvind Lok Apartment,  
Hanuman Nagar, Patna, Bihar, PIN-800020. ... Complainant(s)

Versus

M/s DPM Infrastructure and Housing Pvt. Ltd.  
Through: Sri Pankaj Kumar Singh, S/o Ram  
Bilash Mahto, Bank Colony, Abhimanyu Nagar,  
Danapur-Khagaul Road, Patna-801503  
1<sup>st</sup> Floor, House No.15, Ward No.IFA, Patliputra ... Respondent(s)  
Colony, Patna-800013

**Present:**

**Sri Ved Prakash  
Adjudicating Officer**

Appearance:

For Complainant(s)

In person, Sri Shyam Sundar Jha,  
father of complainant.

For Respondent(s)

Mr. Mani Shankar Kumar, Advocate

**ORDER**

01-08-2019

This complaint petition is filed by the complainant, Binay Jha against the Respondent u/s 31 read with 71 of Real Estate (Regulation and Development Act), 2016 for relief of payment of remaining principal amount Rs.3,02,501/- along with accrued interest @ 18% per annum on total paid consideration amount Rs.4,72,501/-. He has further sought

relief for direction to the Respondent to pay compensation for mental and physical harassment.

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2. In nutshell, the case of the complainant is that the complainant, Binay Jha has booked a flat in the project "Shivdhari Enclave" of the Respondent's firm DPM Infrastructure & Housing Pvt. Ltd. on the consideration of Rs.30.00 lacs, out of which the complainant has paid Rs.4,72,501/ till 11-07-2014, but the Respondent could not deliver the flat to the complainant, so the complainant cancelled the booking and demanded the paid principal amount Rs.4,72,501/- from the Respondent.
3. During hearing of the arguments, both parties have talked on settlement and accordingly, the matter was settled amicably and they have filed a joint compromise petition, which is kept on record. Both of the parties have agreed that the Respondent, Pankaj Kumar Singh shall pay the remaining principal amount Rs.3,02,501/- on or before 10-08-2019, as the Respondent has already paid Rs.1,70,000/- to the complainant.
4. The Respondent has authorised through *Vakalatnama* to his learned lawyer, Mr. Mani Shankar Kumar and the complainant has authorised his father, Sri Shyam Sundar Jha to settle the dispute between the parties.
5. It appears that both of them, Sri Shyam Sundar Jha, father of the complainant and learned lawyer for the Respondent, Mr. Mani

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Shankar Kumar have put their signatures on the compromise petition and the Respondent has agreed to transfer/credit Rs.3,02,501/- in the account of the complainant through R.T.G.S./N.E.F.T. on or before 10-08-2019. They have settled the matter amicably without pressure. It is also agreed that if the Respondent fails to transfer/credit the above amount on or before 10-08-2019, the Respondent shall pay interest @ 15% per annum since the date of dues of the total principal amount Rs.4,72,501/-. They have also agreed to get disposed off this case on the basis of compromise petition and the same may be made part of the order.

6. Considering the compromise petition of the parties and submissions of father of the complainant and learned lawyer for the Respondent, it appears that the case has been mutually settled between both the parties and the respondent is ready to pay/credit the amount Rs,3,02,501/- in the account of the complainant on or before 10-08-2019 through R.T.G.S./N.E.F.T. It further appears that since the matter has been amicably settled, there is no need to continue the proceedings of this case. Hence, this case is disposed off on the basis of the compromise and compromise petition dated 01-08-2019 will be part of this order.

Sd/-  
(Ved Prakash)  
Adjudicating Officer  
01-08-2019