

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**

**Before the Single Bench of Mr. Naveen Verma, Chairman**

**Case No.CC/1099/2021**

**Prakash Kumar Sinha.....Complainant**

**Vs**

**M/s Sri Anuanand Construction Pvt. Ltd.....Respondent**

**Project: Sai Enclave**

**Order**

18-05-2022

The case of the complainant is that he booked a flat admeasuring 1100 sq.ft. for a total consideration of Rs.27,00,000. He paid the entire consideration amount to the respondent till 2015. Since the respondent has not handed over the possession; the complainant has filed the present case praying for handover the possession of the flat with parking space along with compensation and litigation cost.

The complainant has placed on record a copy of agreement for sale dated 17-10-2015, various money receipts issued by the respondent company against payment of Rs.27,00,000, Aadhar card, and loan account statement.

Reply has been filed by the respondent company wherein the respondent company has admitted in Para 2 that some inordinate delay happened but due to force majeure. The respondent company has further stated that the delay caused in completion of the project within the stipulated timeframe was due to inevitable circumstances which they have elaborated in 6,7,8,9,10,11 and 12 of the reply. The respondent has also stated in Para 4 of reply that the project will be completed and handed over to the respective allottees within next 10 months.

On the last date of hearing the complainant reiterated his prayer and further submitted that the project was supposed to be completed by June, 2018 but till date the respondent has failed to complete the construction. He also submitted that at present no construction work is being undertaken. He further submitted that he has already paid Rs.8,18,000/- as interest to the Bank against the home loan taken by him.

The Authority notes that the learned counsel of the complainant had reiterated his prayer and other reliefs sought regarding completion of development work on several occasion during hearing. The Bench notes that despite issuance of notice, respondent failed to appear on several dates of hearing.

The Authority recalls that in some other matter relating to the same project, the promoter had assured to handover the possession of a flat to the complainant by March 2022. It is apparent from the submissions made on behalf of the complainant that the promoter is not taking action to fulfil its commitment. A notice may be issued to the promoter separately as to why penalty should not be imposed for not abiding by directions issued by the Authority.

The reasons for the delay given in the reply were not unique to this project and this promoter and some other projects have been completed within reasonable time. In any case, these matters relate to the past and does not justify action not being taken to complete the project within the time frame they had committed in other complaint cases.

The Authority cannot, therefore, accept the plea of the promoter that they may be given time of another ten months from the date of filing reply.

The Registration Wing of RERA, Bihar is directed to verify the validity of the map and registration of this project and further action may be taken suo motu against the promoter under the relevant sections of the Real Estate ( Regulation and Development) Act, 2016 to protect the interest of the complainant and other allottees.

After considering the documents filed by both the parties and submissions made, the respondent company is directed to complete the pending work in the project within thirty days and take further action to execute the deed of conveyance and handover the possession to the complainant, who has stated that the entire consideration amount has been paid quite some time back. If the respondent company fails to hand over the possession by the stipulated date, penalty of Rs 10,000/- would be imposed on the respondent company for each day of delay, which shall be recoverable as arrears of land revenue as provided under the Real Estate (Regulation & Development) Act, 2016.

So far as the payment of interest paid against loan and litigation cost is concerned, the Bench observes that this is in nature of compensation. The complainant is at liberty to approach the court of Adjudicating Officer to press his claim for compensation.

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

Sd/-

Naveen Verma  
(Chairman)