

REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR
Before the Single Bench of Mr. Naveen Verma, Chairman

Case No. RERA/CC/529/2021

Priyanshu.....Complainant

Vs

M/s Arjuna Homes Pvt Ltd.....Respondent

Project: - RAMESHWARAM APARTMENT

ORDER

24-1-2022 The matter was last heard on 11-01-2022.

The Bench had earlier passed an interim order on 05-1-2022 directing the parties to appear on 11-1-2022 and clarify whether the project was ongoing on the date of commencement or not and to file joint compromise petition.

The learned counsel for the promoter had informed the Bench on the last date of hearing that the project was completed and that both parties have already settled the matter amicably.

The case of the allottee is that she paid Rs. 5,50,000/- after an agreement to sale was executed on 25.01.2019 for purchase of flat no.302 measuring 1350 sq ft against a consideration money of Rs.41,50,000/-.The allottee has alleged that the promoter , without cancelling the already existing agreement with the complainant, sold the flat to one Smt. Pratibha Kumari, W/O- Umeshwar Kumar Singh & Sri Umeshwar Kumar Singh on 24.01.2021. The complainant tried contacting the respondent company over calls, but no response was received.

A reply was filed by the promoter along with copies of statement of account and two post dated cheques bearing nos. 009513 dated 17.10.2021 and 009514 dated 17.11.2021 praying to dispose of the case on the basis of the amicable settlement arrived at between the complainant and the respondent company.

During the course of hearing on 11-1-2022, the allottee submitted that the third instalment of November 2021 is due from the respondent company. The learned counsel for the promoter admitted the non-payment of the third instalment to the complainant and sought one month time to clear the payment.

The Bench directs the promoter to submit on oath the date of completion of the project along with the completion certificate within a week, failing which it would be presumed that they have violated Section 3 of the Real Estate (Regulation & Development) Act, 2016 by taking taken money from the allottee for which suo motu proceedings would be initiated.

Having heard the submission of both the parties and noting that both parties have agreed to settle the matter amicably, the Bench directs the promoter to honour its assurance and pay the third installment within one month to the allottee, along with interest at the MCLR on the period of default, that is between November, 2021 to date of making the actual payment.

With these directions the matter is disposed of.

Sd/-
Naveen Verma
Chairman