

REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Bench of Mr. Naveen Verma, Chairman

Case No. RERA/CC/1166/2021

Mamta Singh.....Complainant

Vs

M/s Sadhvi Builders Pvt. Ltd. & anr.Respondent

Project: Geeta Nutan Enclave

Present: For Complainant: Mr. Mohit Raj, Advocate

For Respondent: Mr. Nishant Kumar, Advocate

28.06.2022

04.07.2022

ORDER

This matter was last heard on 24.05.2022 and posted for order on 28.06.2022 but due to pre- occupation of the Bench in other matters the order could not be pronounced on that date.

The case of the complainant is that he entered into partnership agreement with the respondent on 19.06.2018. Both the parties agreed to have equal profit and loss ratio in the said project. From the said agreement, it has been agreed by both the parties to retain one-one flat with car parking. The compliant has been filed for a direction to give physical possession of flat, to execute the absolute deed as mentioned in the partnership deed and to pay an amount of loss at the rate of holding and acquiring the said flat with 25% rate of interest over the total amount for the everyday delay.

Hearing of case were held on 18.02.2022, 08.04.2022, 06.05.2022 & 24.05.2022.

On the first date of hearing i.e. on 18.02.2022, the Bench inquired from the complainant as to how the present case is maintainable with further direction to satisfy the Authority regarding maintainability of the present case.

On 08.04.2022, the learned counsel for the complainant prays for time because the learned arguing counsel is indisposed.

On 06.05.2022, the learned counsel for the respondent had stated that they have not got copy of complaint petition. The Bench while directing for service of copy of the complaint petition to the respondent directed the learned counsel for the respondent to file reply within one week.

During the hearing held on 24.05.2022, the learned counsel for the respondent submitted that the complainant and respondents are both being partner/investor and hence the matter is not maintainable.

The learned counsel for the complainant stated that the complainant and respondent entered into a partnership agreement with 50-50 share in the said project.

Perused the records. The Bench observes that the complainant and respondents are both partners/investors in the aforesaid project as is evident from para- 4 (i) of the complaint petition. Thus both are co-promoters of the project. The RERA Act, 2016 does provide for disputes between allottees and promoters, but not between two sets of promoters.

Hence, keeping in view the aforesaid facts and submissions made by both the parties and after perusal of the documents filed, the Bench observes that the present case is

not maintainable before the Authority as the dispute arose from the partnership agreement as both the parties are being partner in the said project. The complainant is advised to move before appropriate forum for redressal of her grievances.

With these direction and observation, the matter is disposed of.

Sd/-
Naveen Verma
Chairman