

REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Single Bench of Mrs Nupur Banerjee

Case No. CC/495/2021

Chanchal KumarComplainant

Vs

M/s Bhootesh Construction Pvt. Ltd.Respondent

Project: N/A

Present: For Complainant: Mr. Deepak Kumar, Advocate

For Respondent : None

09/06/2022

Order

Hearing taken up. Mr. Deepak Kumar, learned counsel for complainant is present. The respondent is absent.

Learned counsel for the complainant submits that the respondent M/s Bhootesh Construction Pvt. Ltd. transferred his all the projects in Rs.1 crore 55 lakhs to Chanchal Kumar, the complainant. The complainant has paid Rs.10 lakhs. It is a residential project.

Perused the records. The case of the complainant is that respondent i.e. M/s Bhootesh Construction Pvt. Ltd has entered into an agreement with complainant on 16-01-2020, who is a land developer and petty contractor to transfer the project M/s Bhootesh Construction Pvt. Ltd, House No.-12, Road No.-1, Rajput Nagar, Near – Paswan Chock, Hajipur Vaishali and for that he had paid Rs.10 lakh in advance. He further stated in complainant petition that total consideration amount for the transfer of complete project was Rs.1,55,00,000/-. It has been further stated that after waiting for long period, the complainant approached the respondent to know the status of development and completion of the terms and conditions of Agreement. It has been further stated that when the complainant asked for possession of the project opposite party expressed their inability and informed that they had failed to comply terms and conditions as per the Agreement dated 16-01-2020. It has been further stated that complainant had later on realized that respondent had accepted the advance amount without completing the necessary formalities to cheat the complainant and asked for refund of the amount paid as advance but respondent has not refunded the same. He further also stated that respondent is guilty of breach of contract as they had not fulfilled their promises as per the Agreement dated 16-01-2020, Hence, present case is filed by complainant for the refund of paid amount with interest and compensation for deficiency in service and mental torture and harassment to complainant along with cost of litigation.

The complainant has placed on record Memorandum of Understanding Cum Agreement dated 16-01-2020.

In the light of submission made and after the perusal of documents placed on record, the Bench observes that this case pertains to dispute arises out of Agreement enter into by the complainant and respondent in the individual capacity regarding the transfer of the project namely M/s Bhootesh Construction Pvt. Ltd, situated at House No.-12, Road No.-1, Rajput Nagar, Near – Paswan Chock, Hajipur Vaishali which is totally a civil nature dispute between parties and is not maintainable before the Authority to entertain upon issue pertaining to any dispute arises because of breach of terms and conditions of Agreement. Bench further also observes that with regard to transfer of the project, it will be maintainable before the competent Civil Court.

With the above Observations, the matter is disposed of.

Sd/-

Nupur Banerjee
Member