

REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Single Bench of Mrs Nupur Banerjee

Case No.CC/811/2019

Sri Prakash Chandra PrasadComplainant

Vs

M/s Niwas ConstructionRespondent

Present: For Complainant: Mr. Rajesh Kumar Sharma, Advocate

For Respondent : Mr. Amit Kumar Poddar, partner

05/01/2023

ORDER

Hearing taken up. Both the parties are present through their respective learned counsel.

Learned counsel for the complainant submits that during the pendency of the complaint case both the parties have resolved the dispute amicably and a joint compromise petition is being filed on behalf of the complainant and the respondent and the terms and conditions of the compromise is elaborately stated in the compromise petition. The facts of the case are that a development agreement was executed on 16.11.2011 between both the parties which is enclosed as Annexure 1 to the petition. The complainant is the land owner and his land is 1 kath 5 dhoor 14 dhoorki and the share allocated is 2602.34 sq.ft. super built up area. After final measurement of the land, area was curtailed. Anyhow both the parties do not want to litigate the matter any further. He by referring paragraph-3 of the compromise petition submits that the respondent agreed to give 2086 sq.ft. super built up area. It is also stated that the respondent by letter no.28/2019 dated 11.04.2019 allocated share of the complainant by giving possession letter of Flat No.101. super built up area 1470 sq.ft. in the said building. Again they by letter dated 14.05.2019 allocated share of the complainant by giving possession letter of Flat No.203A of super built up area 395 sq.ft. Thereafter the respondent has given possession of 1865 sq/ft/ super built up area. It is also stated that the respondent by letter dated 11.04.2019 allotted and given possession of reserve parking area. Thereafter the respondent by letter no. 56/2019 dated 28.12.2019 allotted and given possession of reserve parking No.14A. It is further stated that the respondent has already given and hand over possession of 1865 sq.ft. out of 2086 sq.ft. which was accepted by the complainant and the remaining area of 221 sq.ft. shall be given in the manner as indicated in para 3.vii of the compromise petition. They assured to execute the sale deed in favour of the complainant. Lastly it is undertaken by the respondent that in case of default in discharging contractual liability the M.D. will be personally liable to discharge the contractual obligation as undertaken in the compromise petition. So, the dispute has been amicably settled between the parties.

Mr. Amit Kumar Poddar, the partner of the respondent company, also agrees to dispose of the petition on the basis of terms and conditions mentioned in the compromise petition.

The complaint petition is disposed of on the basis of the compromise arrived at between the parties. The Bench observes that if any problem arises in future both the parties are at liberty to approach again before the Authority.

Sd/-

Nupur Banerjee
Member