

REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR

Before the Single Bench of Mr. Naveen Verma, Chairman

Case No. RERA/CC/1559/ 2020

Ashish Kumar..... Complainant

Vs.

M/s Raman & Kumar Construction Pvt. Ltd..... Respondent

Project: Laxmi Prabha Apartment

Present: For Complainant: Mr. A.N.Rai, Advocate

For Respondent : Mr. Nishant Kumar, Advocate

ORDER

28.10.2021

15.11.2021

This case was last heard on 21.10.2021.

The complaint has been filed alleging non-delivery of possession of the flat and non-registration of the deed of absolute sale. The agreement for sale was executed on 30.09.2015 for the purchase of flat no. 103 on First floor in Laxmi Prabha Apartment having super built up area admeasuring 1022 sq ft. and total consideration amount being Rs. 30 lakhs. The complainant was assured that the above referred property will be delivered within two years from the date of agreement with full amenities. The total amount paid by the complainant is Rs. 21,01,000/- and he is ready to pay the remaining Rs. 9 lakhs.

A reply has been filed by the respondent company wherein the payment of Rs. 21,01,000/- and dues amount of Rs. 9 lacs have been admitted by the respondent company. The respondent company has also submitted that they are ready to refund the paid amount of Rs. 21,01,000/- to the complainant however no interest shall be paid by them as the complainant has committed default in payment of the agreed amount with in the time frame as agreed which is violative of section 19(6) of the Act.

During the last hearing, the ld. counsel of the complainant reiterated that he is willing to pay remaining amount of Rs.9 lakhs. He submitted that no effort has been made by the other party towards an amicable solution.

Perused the records. The instalments of payment as mentioned in Schedule 4 of the registered agreement to sale are linked with construction. The respondent company has not filed any document indicating that the progress of the work was intimated to the complainant and demand was raised upon him. The house was to be completed in two years from date of agreement of sale which is 30.9.2015. Under these circumstances the claim of the respondent company for interest on delayed payment as per Section 19(6) of the Real Estate (Regulation and Development) Act is not tenable.

The Bench notes that no order can be passed on the offer made by the respondent of giving a refund as the complainant has not asked for it before the Authority. The Bench hereby directs the complainant to make the payment of the remaining amount of Rs. 9 Lacs to the respondent company who will then hand over possession and execute the deed of conveyance in favour of the complainant within 60 days from the date of the issue of the order.

Sd/-
(Naveen Verma)
Chairman