

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

Case No. RERA/CC/357/2021

Jagdish SinghComplainant

Vs

M/s Shri Shiv Shankar.....Respondent

Project: -ISHAN KRISHNA APARTMENT

Present: For Complainant : Mr. Uday Bhan Singh, Advocate
For Respondent : None

INTERIM ORDER

24-9-2021

The matter was last heard on 14-09-2021.

5-01-2022

That the present case has filed by the complainant for a direction to the respondent company to act upon as per the sale agreement dated 06.09.2016 and execute the deed of Absolute Sale in favour of the complainant by giving physical possession of Flat No. 302 in ISHAN KRISHNA APARTMENT, situated at Mahua Bagh, Police Station – Rupaspur, District- Patna. The complainant has further prayed for direction to the respondent company for providing all the amenities as per the agreement, interest @10% on total value of the flat, Rs. 25,000/- as compensation for inconvenience, harassment and mental torture and Rs. 25,000/- as litigation cost.

The factual matrix of the case is that the complainant entered into a deed of agreement for Sale with the respondent company on 06.09.2016, vide Deed No. 10493 for the purchase of flat no. 302 on 3rd floor. As per the agreement, the total consideration of the flat was Rs. 35 lacs out of which the complainant had paid Rs. 11 lacs at the time of execution of the agreement. The complainant further paid a sum of Rs. 5 lacs to the respondent company on 25.09.2016 which has duly been acknowledged by the Director of the company. The complainant submitted that the respondent company assured to develop the flat and complete all the necessary work at the site by April, 2017 with grace period of 6 months. But, the respondent company has failed to do so. The complainant requested the respondent company several times for execution of sale deed and for handing over the physical possession but in vain. The complainant has alleged that the

respondent company gave false assurances to the complainant and committed fraudulent activities. Thereafter a legal notice dated 30.08.2019 was sent to the respondent company but as stated by the complainant in his complaint, the notice remained undelivered. Hence the complaint.

The complainant has placed on record Deed of Agreement to Sell dated 06.09.2016, legal notice dated 30.08.2019 and a documents showing acknowledgement by Mr. Nagmani, Director of the respondent company of receipt of Rs. 5 lacs in cash. However, no receipt has filed showing payment of Rs. 11 lacs but the same has been mentioned in the deed of agreement to sell.

Perused the records of the case. No one has appeared on behalf of the respondent company on any of the dates fixed for hearing even after issuance of notices to them. Therefore, the Bench presumes that the respondent company is not interested in contesting the case and that the facts are being admitted.

The Bench however notes that the learned counsel Mr. Manoj Kumar Singh filed vakalatnama on 23.09.2021 online when the matter was fixed for orders. Since orders have not been pronounced in the matter as yet , the Bench is of the opinion that an opportunity of being heard may be given to the respondent company to file their reply and put forth their stand.

Put up on 11.01.2022

Sd/-
Naveen Verma
Chairman