

REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR
Before the Single Bench of Mr. Naveen Verma, Chairman
Case Nos. RERA/CC/796/2021

Umesh Singh.....Complainant

v.

M/s Sai Ram Real Estate Pvt. Ltd.....Respondent

Project: - SAI PALACE

ORDER

17-1-2022

The matter was last heard on 10-1-2022.

The case of the complainant is that he booked a flat in the project measuring a super built up area of 1370 sq ft(approx),which included the carpet area of walls, balcony, lobby, the proportional share of common pool areas and the proportionate share of land,as per the building plans as flat no 503 on the fifth floor ,for a total consideration of 15,00,000/- . The total cost of flat included car parking. The complainant has filed the case praying for the handing over of the flat with penalty.

The complainant has placed on record the agreement for sale dated 30.06.2014.

During the hearing conducted on 27-12-2021, the learned counsel for the complainant had sought adjournment from the Bench on the ground that amicable settlement was underway between the parties. The adjournment was accordingly granted by the Bench. However the learned counsel did not appear on the next date .

Reply has been filed by the respondent. While denying certain allegations, they have admitted the receipt of Rs. 15 lacs from the complainant. It has been mentioned in Paragraph 5 that the complainant

had invested in the project at Mahuabagh in 2014 but since the project was not initiated, the amount of Rs. 15 lacs paid by the complainant was converted into a loan. The respondent has stated that since the parties had cordial relations with each other, the company is ready to refund the amount of Rs. 15 lacs with 13% annual interest.

During the last hearing, there was no appearance on behalf of the complainant but the learned counsel Mr. Punit Kumar representing on behalf of the respondent company has submitted that the case does not fall within the purview of Real Estate (Regulation & Development) Act, 2016.

The Bench observed that the respondent have not denied that they had entered into a registered agreement for sale with the complainant. The claim of the respondent that this pertained to a loan of Rs. 15 lacs taken by the respondent from the complainant is not being examined on merit as the parties have ostensibly arrived at an amicable settlement .

The Bench takes note of the submission of the learned counsel for the respondent that he has kept ready 3 cheques amounting to Rs. 15 lacs to be handed over to the complainant.

The Bench observes that both the parties appear to have arrived at an amicable settlement. The complainant is directed to collect the cheques from the respondent company immediately. The issue of interest thereon may be mutually settled , keeping in view the assurance of the respondent in their reply.

Under these circumstances no further observations and directions are required to be issued by the Bench. The matter stands disposed of.

Sd/-
Naveen Verma
Chairman