

भू-सम्पदा विनियामक प्राधिकरण, बिहार
REAL ESTATE REGULATORY AUTHORITY, BIHAR
छठा तल्ला, बिहार राज्य भवन निर्माण निगम लिमिटेड, मुख्यालय भवन,
शास्त्रीनगर, पटना-800023

IN THE COURT OF ADJUDICATING OFFICER,
RERA, BIHAR

RERA Complaint No.89/2018
(Adjudicating Officer Case No.4/2018)

Sri Nitish Kumar Singh, C/o Accounts Section, Air Force
Station, Jalahalli (West), Bangalore.

... Complainant

Versus

M/s Technoculture Building Centre (P) Ltd., B-2, Grand
Chandra Building (3rd Floor), Frazer Road, Patna-
800001.

... Respondents.

Present:

Sri Ved Prakash ... Adjudicating Officer

Appearance:

1.	Sri Nitish Kumar Singh	Complainant
2.	Smt. Shivani, Advocate	On behalf of Official Respondents.
3.	Sri Paras Pandey, Advocate	

ORDER

11-12-2018

In nut-shell, the case of the complainant is that on 09-01-2013 the complainant booked a flat with the respondent company, M/s Technoculture Building Centre (P) Ltd. with respect to the Flat No.107 on 1st floor on consideration of Rs.17,25,600/- and out of the said amount, the complainant paid as advance money Rs.98,140/- on 09-01-2013, Rs,1,90,000/- on 17-02-2013 and Rs.62,000/0 on 27-02-2013. The construction of the flat, due to any reasons, could not start by the respondents, so the complainant had



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brought this case against the respondent with prayer to refund his Earnest Money along with compensation for mental, physical harassment, interest on the advance money as well as rent paid by him for the other rented house during this period.

2. After appearance, the respondent has denied the allegations of the complainant and stated inter-alia that the complainant has repeatedly changed the booking of flat that is why there became delay in completion of the flat and consideration of the flat was also gone up to the tune of Rs.17,25,600/- from the previous amount of Rs.14,52,024/-. It is further submitted that in spite of Demand Notice, the complainant did not pay the other instalments of the consideration money of the flat. Due to non-payment of instalments by the complainant, there became delay in delivery of the possession of the flat. In this way, the complainant is not entitled for any relief, hence, the complaint petition may be dismissed.

3. After some argument by the complainant and learned lawyer of the respondent, the matter cropped up for a compromise between the parties. Now, both the parties have amicably agreed to compromise the dispute and they are willing to get dispose of the case on the basis of compromise between them. Both the parties have filed a compromise petition after putting the signature by the complainant on one side and Sri Ravi Shankar Kumar learned Advocate-cum-CLO, TBCPL and learned Advocate Smt. Shivni on behalf of the respondent on other side. The Respondent has agreed to pay a total Rs.5,50,000/- (Rupees five lakh fifty thousand only) to the



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complainant, which includes advance money Rs.3,50,140/-, interest on the said advance money, legal expenses, mental and physical harassment and rent paid by the complainant for the other rented house during this period. It is further agreed between the parties that the above amount of Rs.5,50,000/- shall be paid to the complainant till 26-12-2018 through Demand Draft / R.T.G.S. / Online transfer. They have further agreed that the complainant will not claim any further amount in future, except the above agreed amount of Rs.5,50,000/-. They have requested to get dispose of the case on the basis of the compromise petition arrived between them.

4. It appears that both the parties have amicably settled their dispute and now they are not willing to proceed this case. In the light of the above mentioned facts and circumstances, it is not proper to continue the proceeding in this case. Accordingly, the case is disposed of in terms of the compromise between the parties and compromise petition dated 11-12-2018 will be part of the order.





(Ved Prakash)
Adjudicating Officer

11-12-2018