

Before the Adjudicating Officer, Real Estate Regulatory Authority (RERA),  
Bihar

Rera Complaint Case No.11/01/2018

Amarendra Kumar Singh.....Complainant

Vs

Geetanjali Realtech Pvt Ltd & Ors.....Respondent

22/10/2018

ORDER

The complainant Amarendra Kumar Singh in his complaint petition has stated that on 15/10/2017 he booked Flat No.506 in Block-B of the project Sudha Hometown and paid Rs 2,01,000/- to the Managing Director Neeraj Kumar of Geetanjali Realtech Pvt Ltd, but later on he found several defects in the building like water leakage in pillars and low level materials used in the construction of the building, So he requested to cancel his allotment even without agreement between the parties. The respondent lastly on 15/02/2018 cancelled the project and refunded Rs 1,49,000/- to the complainant. Anyhow, he forfeited Rs 52,000/-.

The respondent by filing rejoinder denied the allegation of the complainant and stated that he has already paid Rs 1,49,000/- through bank cheque, cash Rs 26,800/- and has also given vacuum cleaner of Rs 10,000/- Rs 25,000/- was paid towards GST. In this way total amount of Rs 2,11,000/- was paid instead of Rs 2,01,000/- to the complainant.



The complaint petition filed by complainant Amarendra Kumar Singh against the respondent on 19/04/2018 along with Demand Draft of Rs 1,000/- was misplaced by office, but later on traced out and notice to the Respondent was sent on 07/06/2018, who appeared along with reply on 17/07/2018. Later on transfer this record was received in this office on 27/08/2018 and is being disposed off.

Heard in length to the learned lawyer of the respondent and the complainant personally and also perused the record.

During the argument both the parties compromised the case and accordingly a compromise petition signed by the complainant and the learned lawyer Shri Ankit Kumar for the respondent was filed on 03/10/2018, wherein both the parties have agreed that the respondent shall pay Rs 46,000/- instead of Rs 52,000/- claimed by the complainant and the said amount of Rs 46,000/- shall be paid to the complainant in two instalments – first on 03/10/2018 and the second on today i.e. 22/10/2018. It is therefore, agreed between the parties that the complainant will not claim any interest on any of the amount and will also not claim any further amount except the above agreed amount of Rs 46,000/-. They also agreed that the vacuum cleaner will be returned by the complainant to the respondent. The learned lawyer for the respondent submitted that he has already got consent of the respondent Niraj Kumar for the terms and conditions of the compromise with the complainant.

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The complainant submitted today that while he had gone to hand over the vacuum cleaner to the respondent, he refused to take it back. So he has brought the same today in the court. He further submitted that the respondent



may be directed to take it back. Learned lawyer for the respondent submitted that he has brought a cheque of Rs 18,000/- only, but on protest by the complainant, the learned lawyer for the respondent talked to his client on mobile i.e. respondent, who directed him to receive the vacuum cleaner in the court. As such the learner lawyer Shri Ankit Kumar on behalf of the respondent received back the vacuum cleaner from the complainant and assured that the remaining amount of Rs 5,000/- will be transferred to the account of the complainant through RTGS/NEFT.

It appears that the first instalment of Rs 23,000/- has already been paid by the respondent to the complainant and cheque of Rs 18,000/- is handed over to the complainant by the learned lawyer of the respondent. The vacuum cleaner has also been returned to the respondent. The remaining amount of Rs 5,000/- will be paid by the respondent to the complainant through RTGS/NEFT.

Now there is no dispute between the parties as the respondent has already agreed to pay the remaining amount of Rs 41,000/- in two instalments as stated above *and remaining amount of Rs 5000/- will be paid through RTGS/NEFT.* So there is no need to continue the proceeding of this case. Accordingly this case is disposed off in terms of compromise and the compromise petition dated 03/10/2018 will be part of the order.

Patna,

Dated 22<sup>nd</sup> October, 2018.

*Prakash*

(Ved Prakash)

Adjudicating Officer

Real Estate Regulatory Authority (RERA), Bihar

22.10.2018

