

**REAL ESTATE REGULATORY AUTHORITY, BIHAR
IN THE COURT OF ADJUDICATING OFFICER, RERA, BIHAR**

RERA/CC/481/2023

RERA/AO/62/2023

Mani Bhushan Lal

.....Complainant

Vs

M/s R.R. Builders & Developers Pvt. Ltd.

....Respondent

Project: SANCHAR NAGAR, PHASE-I

For the Complainant :Mr. Rahul Srivastava, Advocate.

For the Respondent/s :Mr. Rahul Kumar, Advocate.

07/10/2025

ORDER

The complainant has filed the present complaint for following reliefs: -

- (a) Direct the respondent(s) to give possession of the flat at the earliest with all amenities/ facilities as well as Rs. 20,00,000/- as a compensation for the delay in the possession of the flat approximately 2 years and subjected to severe mental stress and trauma owing to non-possession of the said flat and also owing to the conduct of the Respondents in making the complainant running from pillar to post for the possession their flat, by giving false commitments/ assurance, sub-standard construction material and fixtures, poor quality construction work and above all total deviation from the interior design.
- (b) The respondent be directed to make necessary correction in the structure and interior design in terms of the mutually agreed plans and on the basis of which approval of project was granted, alternatively directions be issued to take up corrective measures and complete the construction works at the earliest.
- (c) For a direction/ order to the respondent to pay the penalty/ compensation, interest as well as irreparable loss and litigation

cost of Rs. 2,50,000/- due to delay in handing over the possession of the flat with reasonable cost, etc.

(d) For a direction/ order to the respondent to repay the interest paid by the complainant towards housing loan interests.

(e) For ordering/ staying of further construction activity and handover/ registration of any flat on the said land property.

2. The case of the complainant in short is that the respondent executed a sale deed dated 16.10.2019 in favour of complainant of flat no. 503 (3 BHK), 5th floor for the consideration money of Rs. 26,45,750/- including the cost of flat with covered car parking and all the charges/ transformer, generator etc. excluding the GST. The complainant had paid Rs. 25,77,102/- at the time and after the agreement which was the entire amount except final remittance from the bank, subject to obtaining completion and occupancy certificate by the respondent. The complainant had to pay only Rs. 72,080/- and this fact has been mentioned in para-4(i) of the order dated 13.05.2024 in RERA/CC/123/2023.

The complainant has filed this case for compensation as per liberty given by the RERA in aforesaid order. As per Para-7.2. of the agreement for sale; procedure for taking possession was given in which it is clearly stated that the developer, upon obtaining/ applying for the occupancy certificate from the competent authority shall offer in writing the possession of the apartment, to the allottee in terms of the agreement of sale to be taken within two months from the date of issue of application of occupancy certificate, on contrary to which the respondent till date neither obtained occupancy certificate/ completion certificate nor given possession to him.

3. On behalf of the respondent it is stated that the case is not maintainable as the complainant has not complied the order of RERA in

RERA/CC/123/2023 and due to non-payment of consideration amount as per the schedule of agreement to sale. Even after repeated request the remaining consideration money with interest was not paid by the complainant. The competent Authority had already issued occupancy certificate/ completion certificate as per requirement under law. No further construction work is left over. The delay in possession of flat in question is due to complainant himself as he has not paid remaining consideration money with interest, which was affirmed by the Tribunal. The delay in handing over possession has occurred due to fault on the part of the complainant himself and as such this case is liable to be dismissed with cost.

4. On the basis of both sides pleadings issues are framed as follows:-

- (i) Whether the complainant's case is maintainable or not.
- (ii) Whether the complainant is entitled to get the reliefs as sought for.

Both issues are taken together

It is admitted fact that both the parties entered into an agreement of sale for consideration money of Rs. 26,45,750/- on 16.10.2019. The RERA order dated 13.05.2024 in case No. RERA/CC/123/2023 has held in paragraph 4(i) that the consideration amount of agreement was Rs. 26,45,750/-. The said amount excluding final remittance by Bank of Rs. 72,080/- including GST was paid to the builder by the complainant up to 13.04.2022. The authority further noted that the respondent- promoter issued seven demand letters from 29.07.2019 to 15.12.2020 and one prepossession letter dated 17.04.2023 to the complainant to make payment but in those letters he did not claim for compound interest. Thereafter, in another preposition letter dated 27.12.2022 the respondent claimed for compound interest on delayed payment, for which there is no provision in the agreement. Hence, the compound interest by the

respondent stands rejected. Further the authority observed that if the amount was not paid as per Schedule-C of the agreement, the complainant is liable to pay interest to the developer on the unpaid amount at the rate prescribed in the Rules, which is also provided in the agreement. The authority further noted that there is a clause in the agreement that if the developer fails to complete or handover possession within the specified time, he shall be liable to pay interest at the rate prescribed in the law for every month of delay till handing over of possession of that flat. In this case the flat was to be delivered in July, 2023 but the same has not been delivered till date. The complainant has not complied that order.

5. After hearing arguments of both sides and perusal the order of RERA dated 13.05.2024 in case no. RERA/CC/123/2023 it is clear that the complainant himself has not paid the remaining amount of Rs. 72,080/- with interest as per rules prescribed in law. So, the respondent is not liable to pay compensation due to non-payment of rest amount by the complainant. The complainant himself is liable to pay the aforesaid amount with interest.

6. Considering aforesaid facts and circumstances of the case, this case is not maintainable at this stage and as such complainant cannot be compensated at this stage.

7. With the aforesaid observation, this case is dismissed.

Sd/-

(Vinod Kumar Tiwari)
Adjudicating Officer

