

REAL ESTATE REGULATORY AUTHORITY, BIHAR
IN THE COURT OF SPECIAL PRESIDING OFFICER, RERA, BIHAR
RERA/CC/276/2022

Nitin Kamal & Others **Complainants**

Vs

M/s Apna Awas Construction Pvt. Ltd. & Ors. **Respondents**

Project: URBAN COURT APARTMENT

Present: **For the Complainants: None**
 For the Respondents: Mr. Amit Singh, Advocate

25.05.2026

ORDER

None appears for the complainants on several dates. Heard Mr. Amit Singh, learned counsel appearing on behalf of the respondents.

2. The complainants have filed this case to direct the respondents to complete the project as per the sale deed and approved maps as well as mentioned in the brochure and remove the encroachment and also to pay compensation, cost of litigation of Rs.25,000/- as well as for the mental agony caused to them and also any other relief/reliefs, for which they are entitled to, in the facts and circumstances of the case.

3. The case of the complainants, in brief, is that the respondents have made an agreement with the land-holder for construction of flats thereon, known as "Urban Court Apartment" and accordingly the respondents have constructed flats over the land in question. The petitioners have purchased the flats between the year 2019 and 2020 by registered sale deed. The builder assured them to complete the remaining work within six months and all the related papers will be furnished to them. The petitioners have mutated their names in the Patna Municipal Corporation and the State of Bihar on the basis of the sale deed and taken possession and were paying the rent to Patna Municipal Corporation as well

as the State of Bihar as revenue rent. The petitioners-complainants have already paid the total consideration amount and accordingly the sale deeds were executed by the builder-respondent and the complainant-petitioners have taken possession over the said flats. After taking possession, no possession certificate as well as completion certificate of the project has been given to the flat owners. Lift, generator, CCTV camera have been installed in the year 2021, but in spite of every assurance, the boundary of the eastern side has not been raised and for the safety of fire, no step has been taken by the respondents. Despite lapse of considerable time, neither the work was completed nor encroachment in parking was removed. There is no safety measure for the fire. Transformer has not been installed as per the norms on transformer pole. Other deficiencies are also not removed. Not getting any satisfactory response, this case has been filed.

4. A counter affidavit has been filed on behalf of the respondents sworn by one of the Directors, who has been impleaded as respondent no.3 in the present case, who stated that he is competent person to file this affidavit. In the counter affidavit it is stated that the present case is not maintainable and tenable either on facts and in law and is liable to be dismissed. The complainant-petitioner No.1 has executed the agreement for sale, executed by him and his wife on 14.11.2017, and the execution of the registered sale deed had taken place on 11.06.2019. Since the flat and reserved car parking space no.11, both in Block-B, was ready and they took possession of the same on 14.10.2019 (as per Annexure-A). Petitioner No.2 entered into an agreement to sale on 25.04.2016 and executed the registered sale deed on 09.03.2021 and he was given possession of his flat. However, petitioner no.2 has not received possession certificate which he is free to receive from the office of the respondents any day that is convenient to him, which he has received on 30.03.2021 (as per Annexure-B). Pankaj Kumar and his wife Smt. Pratibha Kumari entered into an agreement on 27.06.2018 and the sale deed was executed on 30.07.2019 and they have also taken possession of the flat (Annexure C). Petitioner No.4 entered into an agreement for sale on 17.10.2015 and the sale deed was executed on 24.07.2019 and the possession letter was handed over to them on 30.04.2019 (Annexure D). Petitioner No.5 also entered

into an agreement for sale on 24.04.2017 and the sale deed was executed on 17.12.2019 and their possession letter is dated 30.12.2019, which he has not chosen to receive but he has taken possession of the flat. Petitioner No.5 is unknown to the respondents and he has no *locus standi* rather one Krishna Gopal Singh and his wife entered into an agreement for sale on 24.04.2017 and sale deed was executed on 17.12.2019 and they have taken possession but have not preferred to receive possession letter (Annexure-E). Petitioner No.6 is the land owner, who entered into a development agreement and possession of flats and car parking was handed over to him on 05.04.2022 (Annexure F). Respondents submitted their application along with relevant documents for grant of completion/occupancy certificate for the said project to the office of the PMC (Annexure G). The complaint petition itself admits the facts that the lift, generator, CCTV cameras etc. have been installed. Fire Department has granted NOC to the project which is annexed to the application for completion certificate. The boundary wall on all four sides has been properly constructed in compliance to the provisions of the Building Bye-laws. Car parking area has been allotted to the complainants as per Building Bye-laws and the sanctioned and approved map. The transformer has been properly installed in the year 2019 as per Annexure H. The respondent is a builder of repute and is in the business for the last two decades and have delivered state of art buildings both in the State of Bihar and Jharkhand. The complainants have already occupied the flats and are living since 2019 or thereafter. Hence, this case is to be dismissed.

5. Heard learned counsel for the respondents. As the complainants neither appeared on several dates nor their lawyer appeared even though this case being one of the oldest cases, it is being disposed of on the basis of materials available on record.

6. As per complaint petition and its reply, it appears that it is an admitted fact that the complainants have taken possession of their concerned flats and car parking area. The grievance of the complainants is that the car parking

area is not up to the mark of the Agreement for Sale and also not completed all the works as per the Agreement for Sale.

7. There is no doubt that at the time of taking possession of the flat by the complainants on the basis of absolute sale deeds, they did not make any grievance regarding uncompleted part of the project. Even if it is presumed that they made their grievances, but there is no any paper in writing for the said grievances, rather as per absolute deeds, they have no grievance and all terms and conditions are fulfilled by the respondents.

8. After perusal of Annexures filed by the respondents, it appears that the respondents have complied their part of the agreement. The complainants have not brought any document or evidence to prove that there is any deficiency made by the respondents in handing over the required flats and amenities as mentioned in the absolute sale deed. None appearance of the complainants also appears to show that they have no interest in this case.

9. Considering the aforesaid facts and circumstances, this case is not maintainable either in the eyes of law or on facts and so, it is hereby dismissed.

SD/-

(Vinod Kumar Tiwari)
Special Presiding Officer
RERA, Bihar