

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

RERA/CC/463/2023
RERA/AO/59/2023

Smt. Rina Kumari

..... Complainant

Vs

M/s Tashi Developers Pvt. Ltd.

.....Respondent

Project: SWARGAYA BHOOMI, PHASE-2

Present: For the Complainant: Mr Arun Kumar Sinha, Advocate
For the Respondent: None

13.10.2025

ORDER

Hearing taken up. Heard Mr. Arun Kumar Sinha, learned counsel for the complainant. None has appeared on behalf of the respondent.

2. This complaint case has been filed for awarding compensation amount for more than Rs.50,000/- (Fifty Lakh) with interest.

3. The complainant's case, in short, is that an Agreement for Sale (Annexure 1) was executed on 29.10.2018 for consideration money of Rs.7,20,000/- for the property in the Scheme of "Swargaya Bhoomi, Phase-2" at Gaya bearing Plot No.C-116, Block-C measuring an area of 1800 Sq.ft. and for this purpose, she has paid Rs.1,80,000/- as token amount. She has also invested Rs.80,000/- through cheque dated 23.09.2018 through Federal Bank drawn at Lucknow. The complainant has invested Rs.4,50,000/- in the Scheme of "Tashi Sector-1(PCB)" for another property situated in Patna. She has also invested Rs.1,19,600/- for the scheme of "Maruti Alto Car 800", for which the respondent has assured the complainant that the car will be delivered within 90 days but it was not complied. The respondent issued a cheque to the complainant of R.2,75,000/- in the month of September, 2019 but that cheque was bounced due to insufficient balance on 16.03.2020. Thereafter, the complainant has lodged FIR against the respondent-authority in the court of A.C.J.M.-IX, Gaya, which is still pending. She has also filed an application before the Collector, Gaya to take possession of the land under the said project and also restrain the execution of deed, but no action has been taken uptill now.

4. The respondent never appeared in this case despite issuance of notices repeatedly and thus this Court is now left with no option but to proceed with this case *ex parte* pursuant to the earlier order dated 16.09.2025.

Finding

5. The complainant herself admitted that the Agreement for Sale was executed on 29.10.2018 for consideration money of Rs.7,20,000/- with respect to the property situated in the district of Gaya for which only Rs.1,80,000/- consideration money has been given to the respondent. The complainant has not paid the rest amount for the property mentioned in Annexure 1. So, the complainant herself appears to be defaulter as she has not paid full consideration money.

6. So far payment of Rs.4,50,000/- is concerned, it was given orally for the other property which is situated in the district of Patna and also orally paid Rs.1,19,600/- for Maruti Car which has no relation with this Agreement. She has herself admitted the fact that Rs.2,75,000/- has been returned by the Company through cheque which has been bounced, for which FIR has been lodged by her.

7. All the above amounts except Rs.1,80,000/- are not related to the Agreement for Sale dated 29.10.2018. The complainant has already taken steps by filing FIR and application made before the Collector of the concerned District and those matters cannot be considered within the provisions of the Real Estate (Regulation and Development) Act, 2016.

8. Considering the aforementioned facts and circumstances, it appears that the complainant has not paid the rest of the consideration amount as per Agreement for Sale dated 29.10.2018, so she is not liable to get any compensation. Accordingly, this case is dismissed.

(Vinod Kumar Tiwari)
Adjudicating Officer
RERA, Bihar