

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

RERA/CC/270/2023
RERA/AO/26/2023

RajkumarSah

....Complainant

Vs

M/s Arunendra Developers Pvt. Ltd.

.....Respondent

Project: Skill Tower

Present: For the Complainant: In person
For the Respondent: Mr. Sumit Kumar, Advocate

07.10.2025

ORDER

Earlier this matter was heard on 26.09.2025 when the complainant was himself present and Mr. Sumit Kumar, learned counsel for the respondent had appeared on behalf of the respondent. After hearing both sides, the order was reserved.

2. Complainant's application is against violation of the Sale Deed Agreement by the Promoter/Director (Respondent) as he has not completed the RERA registered project in a time-bound period and is stillnot ready for possession of Flat No.215 of the "Skill TowerProject" of the Arunendra Developers Pvt. Ltd. It is also for a direction to the respondent to accept the present physical measurement and to provide earliest possession as well as direction to provide compensatory relief as under Regulation in the Act.

3. The complainant's case, in short, is that the complainant has a Deed Agreement of Flat No.215 vide Sale Agreement Deed No.2294 dated 18.02.2020 and the due date of the said project/flat to hand over possession was marked as November, 2021. But due to COVID-19 pandemic, an extension of nine months i.e., August, 2022 was given by the RERA, vide its O.O. No.108 dated 13.12.2021, to all the builders. But the Builder/promoter of Arunendra Developers Pvt. Ltd. has not completed the said project and Flat No.215 in due month i.e., in August, 2022. Several requests have been made, vide letters dated 04.06.2022, 01.10.2022, 05.01.2023 and 20.02.2023 through

registered WhatsApp No. and E-mail for the earliest hand over and possession, but there is no response so far at his end.

4. The respondent has stated in his reply that the allegations made by the complainant in his complaint petition are false and fabricated and has no legal backing in the eyes of law and it is not maintainable either on facts or law. It is further stated that the respondent/promoter had entered into an agreement for sale of Flat No.215 (3 BHK) on second floor having a carpet area of 987 Sq.ft. (Approx.) with one reserved car parking space on 18.02.2020. It is also stated that out of total consideration amount of Rs.41,88,130/-, the complainant has paid Rs.33,50,400/- till 08.10.2021 in lieu of the aforesaid flat in question. But since 08.10.2021 even after repeated requests by the respondent, the complainant has not been paying the remaining amount of Rs.8,37,730/-. The respondent has also further stated that although the project is already completed in the first quarter of 2022, the complainant has not been paying the said amount till date. The complainant with mala fide intention has created the issue of carpet area and other trifling matters only to digest the remaining amount of Rs.8,37,730/- that he owes towards the respondent/promoter in lieu of the said flat in question. The respondent has not decreased the carpet area of the flat in question as per Schedule-A of the Agreement for Sale. As the complainant has failed to pay the aforesaid remaining consideration amount of the flat in question as per schedule of the Agreement for Sale, even after repeated requests by the promoter, so by seeing the callous attitude of complainant, the promoter has already allotted the aforesaid flat to another allottee. Even after the said Agreement for Sale dated 18.02.2020, the allottee has no right and title over the booked Flat No.215 and the respondent/promoter is still the title-holder of the said flat, which is under his possession. The complainant has described too many problems, apart from carpet area. The respondent/promoter cannot satisfy the complainant's entire problem. So it is better for both the parties that the respondent/promoter shall refund the paid consideration amount with interest to the complainant. The facts which have not been specifically denied shall not be deemed to have been admitted and the respondent reserves his right to file detailed reply in future. The respondent has also ready to refund the total paid consideration

amount to the complainant with interest as applicable under the norms of the RERA Act, 2016.

5. The complainant has filed a supplementary rejoinder to the aforesaid counter reply dated 23.01.2024 filed by the respondent in which he has stated that the respondent has not properly replied paragraph-wise and not with the statement of facts and has only tried to misguide. The respondent has never requested for payment of due amount as he has already paid a sum of Rs.33,50,400/-.

6. After considering pleadings of both sides, following issues are framed:

- (i) Whether the complaint petition is maintainable in the eye of law or on facts ?
- (ii) Whether the complainant is liable to get relief(s) as sought for?

Both issues are taken together.

7. It is an admitted fact that the complainant and the respondent/promoter had entered into an Agreement for Sale of Flat No.215 (3 BHK) on second floor having a carpet area of 987 Sq.ft. (Approx.) with one reserved car parking space on 18.02.2020 for a total consideration amount of Rs.41,88,130/- and the complainant has already paid Rs.33,50,400/- till 08.10.2021 in lieu of the aforesaid flat in question. As per the complainant, the aforesaid flat is not as per the Agreement for Sale i.e., 987 Sq.ft., rather it is only 800 Sq.ft. (Approx.), whereas as per the respondent/promoter, the carpet area is as per agreement.

8. Now, question arises whether the carpet area is as per agreement or not. For this issue, RERA ordered for measurement of the aforesaid flat and it was lastly submitted by the complainant on last hearing date i.e., on 26.09.2025. As per measurement expert (Bhu-Mapak Amin) the total carpet area is 818 Sq.ft.

9. During the hearing, both sides admitted the fact that the possession of the aforesaid flat has been given to the complainant and a

registered sale deed has also been executed on 19.11.2024 for consideration amount of Rs.41,88,130/- and as such, it is an admitted fact that the respondent has taken Rs.41,88,130/- and given possession to the complainant whereas he has to take only consideration money of 818 Sq.ft. + garage/covered car parking area. 818 Sq.ft. consideration money would be Rs.4141.97x818 Sq.ft. = Rs.33,88,131.46.

10. The respondent has given possession of the flat which carpet area is only 818 Sq.ft. whereas consideration amount is taken for 987 Sq.ft. (as per sale deed dated 19.11.2024). So, it is clear that the complainant is responsible to pay only for 818 Sq.ft + covered car parking area. Rs.4141.97 x 818 Sq.ft.= Rs.33,88,131/- + Rs.1,00,000/= Rs.34,88,131/- whereas the complainant has paid consideration money of Rs.41,88,130/-. So, the complainant has paid excess Rs.41,88,130/- - (minus) Rs.34,88,131/- = Rs.6,99,999/-.

11. The learned counsel for the respondent argued that the law of estoppel will be applied against the complainant as the sale deed has been executed and he is bound with it. After perusal of the aforesaid sale deed, consideration money is for 987 Sq.ft, but actual area is only 818 Sq.ft. So, the law of estoppel will not apply in this matter.

12. Considering the aforesaid facts and circumstances, this case appears to be maintainable in the eye of law and on facts and as such, the respondent/promoter has to pay Rs.6,99,999/- to the complainant.

13. So, it is, ORDERED,
to pay Rs.6,99,999/- (Rupees Six lakh ninety nine thousand nine hundred ninety nine only) to the complainant within two months from the date of this order.

14. The case stands disposed of accordingly.

Sd/-

(Vinod Kumar Tiwari)
Special Presiding Officer,
RERA, Bihar

