

REAL ESTATE REGULATORY AUTHORITY, BIHAR
Before the Bench of Mr.Ved Prakash,
Special Presiding Officer

RERA/CC/328/2024

Saroj Jha

....Complainant(s)

Vs

M/s Grih Vatika Homes Pvt. Ltd.

....Respondent

PROJECT- **VIP Residency**

For the complainant:

Mr.ManikantJha (Adv.)

For the respondent :

Mr.Ankit Kumar (Adv.)

09.09.2026

O R D E R

Hearing is taken up. Learned counsel on behalf of both the parties are present.

2. Learned counsel for complainant submits that present complaint case has been filed by the complainant seeking, inter alia, a direction to the respondent promoter to hand over the possession of flat bearing no. 204, having super built up area of 1485 Sq. Ft (3BHK) in Classic Block on the first floor of the building complex and car parking space in basement situated at Mauza-Dhanaut (Mahuabagh), PS Danapur, District –Patna, which is part of the land and building project, VIP Residency together with consequential reliefs on account of delay in delivery of the possession.

3. Learned counsel further submits that the agreement for sale dated 18.11.2019 was executed by the respondent promoter in favour of the complainant and her son namely Mr.Neelabh Bharadwaj, which was also registered before the Sub-Registrar, Danapur on the same date (Annexure - 1). The possession of the said flat was stipulated to be handed over by 29.10.2021. In the light of this agreement for sale, the complainant and her son paid an amount of Rs. 15,00,000/- by way of bank transactions, including cheques/RTEGS/NEFT transfer, out of total consideration amount of Rs. 56,00,000/- on the same date of execution of agreement dated 18.11.2019 itself, which find mentioned in said agreement. Thereafter, the complainant and her son paid another Rs. 11, 00,000/- through bank

transactions, including cheques/RTEGS/NEFT transfer and in this way, the complainant and her son made the total payment of Rs. 26, 00,000/- to the respondent against the total consideration as stated above. In spite of the substantial payment by the complainant, the respondent developer did not start the construction work saying that the company was suffering from financial crunch and demanded more money so as to carry on the construction work and complete the project at the earliest. The respondent promoter even assured the complainant to pay compensation as well as interest for such undue delay.

4. Learned counsel further submits that the complainant was never informed about the current status of the project and she has been waiting for delivery of the flat for more than 5 years. It is alleged that on account of undue and unexplained delay caused on the part of the respondent promoter, the complainant has suffered a lot of mental agony as the respondent promoter has already delayed the completion of the said project by more than 2 and half years since the due date of completion. It is also alleged that in the meantime, the respondent adopted a pressure tactic compelling the complainant to withdraw from the project. Learned counsel further submits that the complainant was willing to make further payment as per the payment schedule as mentioned in the 3rd schedule of agreement dated 18.11.2019, but the respondent has neither handed over the flat nor paid any compensation to the complainant for such delay.

5. On the other hand, learned counsel appearing on behalf of respondent has filed on record a para-wise reply to the complaint petition wherein the respondent has denied the personal problems of the complainant. The respondent promoter has admitted the execution of registered agreement for sale dated 18.11.2019 with respect to flat no. 204 in the Classic Block of the project. He has also admitted the payment of substantial portion of the consideration money. So far as date of completion i.e.29.10.2021 is concerned, he has replied that the completion date should be read in conjunction with subsequent legal exceptions provided under the RERA Act, 2016. The respondent promoter has strongly denied the allegation that the company has not moved a bit with the construction work. It is contended

that the invocation of a 'financial crunch' is a reflection of the industry-wide economic slowdown triggered by global supply chain collapses. Learned counsel further denied the allegation that the respondent have ever pressurized the complainant to withdraw from the agreement. The respondent company has also taken a plea that the delay was caused due to Covid-19 pandemic starting from March, 2020 that resulted into nationwide lockdown.

(i) Learned counsel for respondent promoter admits that the consideration amount of flat is Rs. 56,00,000/- excluding GST/Service Tax etc was fixed for the said flat, out of which the complainant has paid only, 24,99,976/- till 2019 and nothing has been paid thereafter. It is contended that the complainant has failed to make payment as per the payment schedule. She has not cleared the outstanding dues in spite of several demand letter. Learned counsel has referred to section 19 (6) of the RERA Act that says that every allottee, who has entered into an agreement for sale to take an apartment, plot or building as the case may be, under section 13, shall be responsible to make necessary payments in the manner and within the time as specified in the said agreement. Furthermore, the allottee shall be liable to pay interest at such rate as the case may be, for any delay in payment. Learned counsel has further contended that the complainant has herself failed to pay the balance consideration despite repeated demands notices dated 13.02.2024, 14.03.2024 and 20.10.2024 and therefore, the possession could not be handed over. Hence, Learned counsel contends that the delay caused in the delivery of possession is attributable to the complainant herself.

6. Considering the submissions/ arguments made on behalf of the parties as well as from the bare perusal of material available on record, it appears that the delay in completion of the transaction cannot be attributed exclusively to either party. While the respondent promoter failed to deliver possession within the stipulated period, the complainant also failed to discharge her corresponding obligation of making payment of the balance consideration despite demand and also as per payment schedule.

7. The Bench observes that the obligations of the parties under the agreement for sale are reciprocal in nature. The complainant cannot seek delivery of possession of the said flat without fulfilling his contractual obligation to pay the outstanding consideration amount. At the same time, the promoter cannot take advantage of the allottee's default to justify delay attributable to the promoter for the period preceding the allottee's default. In the circumstances, the delay is required to be examined with reference to the respective defaults of the parties and the period for which both the parties can be held responsible for breach of their respective obligations. Accordingly, the complaint case may be disposed of with the certain directions.

8. Hence on the basis of what has been discussed above, the respondent through its Director Mr.Ranjeet Kumar Jha is directed to complete the project VIP Residency and both the parties are directed to act in following manner ;-

(i) Firstly- The complainant shall pay the admitted/outstanding remaining consideration amount out of total consideration Rs. 56, 00,000/- as per schedule of payment to the respondent promoter within 30 days of the issue of the order, subject to adjustment of any amount already paid.

(ii) Secondly-The respondent promoter on receiving the remaining consideration as per schedule of payment shall complete all the requisite formalities and handover the lawful and physical possession of the flat no. 204, having super built up area of 1485 Sq. Ft (3BHK) in Classic Block on the first floor of the building complex of said project- VIP Residency along with one car parking space in basement to the complainant and execute sale deed within 60 days thereafter, provided that the flat is otherwise complete and fit for possession.

(iii) Thirdly- The complainant is also directed to pay applicable GST along with the aforesaid remaining consideration to the respondent.

(iv) Fourthly-In case of non compliance of the order within stipulated time either of the parties shall be liable to pay interest at the rate of 2%above MCLR of SBI for delay period.

(v) Fifthly-The respondent on completion of project –VIP Residency shall hand over Occupancy Certificate and Completion Certificate along with required document to the complainant as per Section 11 and 17 of RERA Act 2017.

9. So far as compensation is concerned, the complainant, if so advised, shall be at liberty to seek such relief(s), if any, which is in the nature of compensation, before the Adjudicating Officer, RERA, Bihar.

With these observations/directions, the present complaint case is disposed of.

Sd/-
(Ved Prakash)
Special Presiding Officer
RERA, Bihar