

REAL ESTATE REGULATORY AUTHORITY, BIHAR,

Before the Bench of Mr. Ved Prakash,

Special Presiding Officer, RERA,

RERA/CC/107/2022

Sunil Kumar Singh

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Complainant

Vs.

M/s Sarita Sharda Construction Pvt. Ltd.

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Respondent

PROJECT: GIRIJA RESIDENCY

For the Complainant : Mr. Mukesh Kumar , Advocate

For the Respondent – landowner: Mr. Satish Kumar Jha, Advocate

Respondent – Promoter: None

26.09.2025

ORDER

Learned counsel Mr. Mukesh Kumar on behalf of the complainant and learned counsel Mr. Satish Kumar Jha on behalf of the respondent – landowner are present but the respondent – promoter is absent.

2. Learned counsel for the complainant submits that the complainant booked 2BHK Flat no.302 in Block - C having area of 883 sq. ft. along with car parking in the project Girija Residency situated at Mauza Basudeopur at Darbhanga on consideration amount of Rs.18,32,000/-, out of which he paid Rs.4,00,000/- on 01.08.2017, Rs.4,00,000/- on 02.08.2017 & Rs.200,000/- on 21.09.2017 through RTGS and, thus, the complainant made total payment of Rs.10,00,000/- and then an Agreement Deed no.13092 dated 25.09.2017 executed between the complainant and the respondent – promoter. He further submits that in the Agreement it was clearly stated that the complainant would get flat in March, 2019. He further submits that as per Development Agreement dated 12.12.2012 the builder was supposed to make four blocks namely A, B,C & D but Blocks A & B were completed completely by the respondent but work of Block – C, in which the complainant booked flat, was not completed. The complainant tried to contact the Director of the company but he used to avoid any communication with the complainant and then the complainant sent legal notice which

was also not received by the respondent. Then on 28.01.2021 the respondent – promote transferred Rs.5,00,000/- and on 02.03.2021 Rs. 1,50,000/- through RTGS. Later on the complainant came to know that the landowner is making agreement with some other builder on account of delay in completion the work of the project by the respondent in order to get the remaining work of Blocks C & D completed. Hence, the complainant filed this complaint for possession of Flat no.302 on 3rd floor in Block – C of the above project but vide petition for amendment dated 21.10.2024 the complainant has prayed for a direction to the respondent to make payment of remaining principal amount of Rs.3,50,000/- along with interest.

3. Learned counsel for the respondent – landowner by filing reply dated 16.06.2023 submits that the complainant had entered into Sale Agreement dated 23.09.2017 with the builder for purchase of Flat no.302 in Block – C but the said flat, as per Flat Share Agreement dated 19.06.2015, is in exclusive share of landowner, and thereby the respondent knowing and intentionally cheated the complainant. He further submits that since even after expiry of cut – off date mentioned in the Agreement dated 22.10.2020 construction work of Towers C & D was not completed, the original Development Agreement dated 12.12.2012 stands cancelled automatically. Lastly, he requests that restraining order dated 15.05.2023 passed by the Authority may be vacated.

4. Heard learned counsel for the parties and perused the record. The Bench observes that the complainant booked Flat no.302 in Block – C of the project “Girija Residency”, against which he paid Rs.10,00,000/- through RTGS and also an Agreement Deed no.13092 dated 25.09.2017 was executed between the complainant and the respondent – promoter. The Bench further observes that the respondent - promoter neither honoured the commitment made to the complainant for handing over possession of flat within the prescribed period of time nor refunded the total

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principal amount when he failed in honouring his commitment. The Bench also observes that the respondent promoter does not want to

get this case disposed of as in spite of notices he chose not to appear and file reply in this case. In such situation, the Bench is left with no option but to dispose of this case on the basis of material available on record as the case cannot be allowed to remain pending for an indefinite period.

5. Taking into consideration the submissions of learned counsel for the complainant and learned counsel for the respondent – landowner and going through the material on the record, the Bench directs the respondent - company and its Director Mr. Sharda Nand Lal Das to refund the remaining principal amount of Rs.3,50,000/- to the complainant along with interest at 2% above marginal cost of fund-based lending rate (MCLR) of the State Bank of India since the date on which the total amount was paid till the date of refund within sixty days of this order.

6. The complainant is at liberty to press other claims, if any, which are in the nature of compensation, before the Adjudicating Officer, RERA.

7. Before parting with this order, the Bench observes that since this case is being disposed of with a direction to the respondent – promoter to refund the remaining principal amount to the complainant, as requested, no useful purpose will be served to continue the order dated 15.05.2023 restraining the respondents from selling of Flat no.302 in Block –C to third party and, accordingly, the order dated 15.05.2023 stands vacated.

With the aforesaid observations and direction, this case is disposed of.

Sd/-

(Ved Prakash)

Special Presiding Officer, RERA, Bihar