

REAL ESTATE REGULATORY AUTHORITY, BIHAR,

Before the Bench of Mr. Ved Prakash,
Special Presiding Officer

RERA/CC/ 141/2025

Uma Shankar Complainant

Vs.

M/s Soho Infrastructure Pvt. Ltd. Respondents

PROJECT: SOHO BADRI NARAYAN

For the Complainant: Mr. Punit Kumar, Advocate

For the Respondent: None

24.12.2025

ORDER

Learned counsel Mr. Punit Kumar on behalf of the complainant is present but the respondent is absent.

2. Learned counsel for the complainant submits that the complainant had entered into an Agreement For Sale with the respondent on 07.10.2016 to purchase Flat no.301 in Block – A having super built up area of 1448 sq. ft. on 3rd floor along with reserved car parking in the project “Soho Badri Narayan Enclave” situated at Vijay Nagar, Hanuman Nagar, Kankarbagh, District – Patna, on consideration amount of Rs.40,02,000/-, out of which at the time of Agreement the complainant made payment of Rs.23,20,240/- which was acknowledged by the respondent – promoter and the rest amount through installments. He also submits that the complainant made payment of Rs.52,00,000/- which is more than the consideration amount, for providing certain facilities. He further submits that the respondent had assured to complete the project and deliver possession of the flat within one year but after some time of execution of the Agreement when the complainant visited the site of the project he did not find satisfactory progress in completion of the project, rather he came to know that the respondent - promoter is absconding in a case for Insolvency before the NCLT, Delhi, and landowners and other allottees are taking possession of their respective incomplete flat. The complainant also took possession

of his flat in the year 2020 and get the remaining work done by himself and thereafter he has

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been residing there, but still registered sale deed has not yet been executed by the respondent. Hence, the complainant has filed this complaint for a direction to the respondent to execute sale deed in favour of the complainant and refund the excess amount paid by the complainant and for compensation.

2. On perusal of the proceedings of this case it appears that the respondent –promoter never appeared in this case in spite of notices issued and opportunities provided to him defend his case, which shows that the respondent does not want to appear and say anything in this case. In such situation, the Bench is left with no option but to dispose of the case on the basis of material available on record.

3. Having heard learned counsel for the complainant and perused the record, the Bench observes that the respondent neither honoured his commitment of completing the project and handing over possession of the flat within one year nor he is interested in getting this case disposed of in spite of opportunities provided to him. The Bench also observes that an Agreement For Sale dated 07.10.2016 against Flat no.301 in Block –A having super built up area of 1448 sq. ft. on 3rd floor along with reserved car parking in the project “Soho Badri Narayan Enclave” situated at Vijay Nagar, Hanuman Nagar, Kankarbagh, District – Patna, on consideration amount of Rs.40,02,000/- was executed between the parties and out of which at the time of Agreement the complainant made payment of Rs.23,20,240/- which finds mention in the Agreement, and the rest amount through installments, which are supported by the acknowledgement receipts issued by the respondent. The Bench also observes that some more amount was paid by the complainant for other facilities in the flat which is not supported by any documentary evidence and, therefore, the Bench cannot go into this issue raised

by the complainant. The Bench also observes that the complainant has been in peaceful possession of the flat since the year, 2020.

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4. Taking into consideration the aforesaid fact and the observations made above, the Bench directs the respondent - company and its Directors Mr. Bijay Pratap Singh, Mr. Dileep Kumar Singh and Mr. Awadhesh Kumar Singh to execute the registered Sale Deed in favour of the complainant against Flat no.301 in Block –A having super built up area of 1448 sq. ft. on 3rd floor along with reserved car parking in the project “Soho Badri Narayan Enclave” after completing all legal formalities within two months from the date of this order.

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

Sd/-

(Ved Prakash)

Special Presiding Officer, RERA, Bihar.