

**REAL ESTATE REGULATORY AUTHORITY, BIHAR,**

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

**RERA/CC/289/2023**

Dinanath Singh .... Complainant

Vs.

M/s Arvina Construction Pvt. Ltd. & Ors. ....Respondents

**PROJECT: DIVYANSHU ENCLAVE**

For the Complainant: Mr. Bhola Shankar , Advocate

For the Respondents:None

**20.08.2025**

**ORDER**

Learned counsel Mr. Bhola Shankar on behalf of the complainant is present but the respondents are absent.

2. Learned counsel for the complainant submits that the complainant had entered into an Agreement For Sale with the respondent Chairman –cum- Managing Director Sri Ram Sohawan Roy on 18.05.2010 to purchase Flat no.302 having area of 1125 sq. ft on 3<sup>rd</sup> floor of the project “Divyanshu Enclave” along with one reserved car parking space on consideration amount of Rs.15,00,000/-, out of which the complainant paid Rs.7,00,000/-, which finds mention on page 11 of the Agreement. In the Agreement it was also stated that the flat would be delivered by June, 2011. He also submits that after the Agreement the respondents asked to pay Rs.9,00,000/- in addition to original consideration amount of Rs.15,00,000/- for interior decoration and the complainant accordingly paid Rs. 24,00,000/- on different dates ranging from 21.05.2010 to 10.07.2012 to the respondents, details of which are mentioned on page -6 of the complaint petition and in support thereof Bank Account statements are also annexed with the record as Annexure -2 series. On 10.05.2018 when the complainant approached the respondents for possession of flat, he was assured vide an undertaking dated 10.05.2018, which is kept on record as Annexure -3, that possession would be handed over by 15<sup>th</sup> October, 2018. He further submits that when the respondents did not complete the construction of the building within the specified time,

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the complainant started making pressure upon the respondents to deliver possession of the flat but that could not find fetch any result. Thereafter, he sent legal notice dated 18.05.2023 to complete the project and hand over possession of the flat, which was also not responded. Ultimately, the present complaint by the complainant for a direction to the respondents to handover possession of the flat along with car parking space in the above project.

3. Going through the record, it appears that the respondents never appeared either before the Conciliation Forum Bench or this Bench in spite of the fact that several notices were issued to the respondents to secure their presence. Further, when the respondents did not appear on the notices, the Bench directed the office to send summons notice to be served by the concerned local police station, which was, accordingly, sent by the office to be served on the respondents with the help of local police through SSP, Patna, but that exercise was also proved futile. However, once in the proceeding dated 17.06.2025 learned counsels Sri Anil Kumar Singh and Ms. Shivani Kumari by filing Vakalatnama dated 15.01.2025 appeared before the Bench but thereafter they did not take pain to appear on behalf of the respondents. These facts show that the respondents deliberately do not want to appear in this case with intention to harass the complainant further and on another hand the complainant has been continuously appearing and taking part in the present case and naturally he is being harassed by the respondents and in such a situation the complainant cannot be forced to wait for appearance of the respondents for indefinite period.

4. After having heard learned counsel for the complainant and going through the record, the Bench observes that the respondents did not honour the commitment made in the Agreement to complete the project and handover possession of the flat within the specified time in spite of the fact that the complainant made payment of entire consideration amount as per the Agreement and the same stands proved with narration in the Agreement that

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the complainant made payment of Rs.7,00,000/- at the time of Agreement as well as statements of Bank Account annexed with the record as Annexure -2 series. The Bench further observes that the respondents did not honour their undertaking also, wherein, it was undertaken to complete the construction work by 15<sup>th</sup> October, 2018 and handover fully completed flat to the complainant without further delay and in case of failure the respondents will pay all the received amount along with interest within two months. It was also undertaken that if above conditions are disobeyed the respondents will be liable for legal action. The Bench also observes that the respondents do not want to say anything in this case because in spite of several opportunities provided they did not take pain to appear and submit their reply. Considering the hardship being faced by the complainant and also the indifferent and non-cooperative attitude of the respondents, the Bench does not think it proper to allow this case pending for further period and, accordingly, the case is disposed of today itself.

5. Taking into consideration the above facts, the Bench directs the respondent – company and its Chairman-cum-Managing Director Sri Ram Shohawan Roy to handover possession of Flat no.302 having area of 1125 sq. ft on 3<sup>rd</sup> floor of the project Divyanshu Enclave with all amenities as per Agreement dated 18.05.2010 along with one reserved car parking space on ground floor and execute Registered Sale Deed in favour of the complainant after completing all the legal formalities within two months of this order. The cost of execution of Sale Deed shall be borne by the complainant.

**With the aforesaid observations and directions this case is disposed of.**

**Sd/-**

**(Ved Prakash)**

Special Presiding Officer, RERA, Bihar.