

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**  
**IN THE COURT OF ADJUDICATING OFFICER, RERA, BIHAR**

**RERA/CC/348/2023**  
**RERA/AO/41/2023**

**Rajan Kumar Arya** ..... **Complainant**

**Vs**

**M/s Maa Tara Homes and Developers Pvt. Ltd.** ..... **Respondent**

**Project: JITAN ENCLAVE**

**Present: For the Complainant: Ms. Durga Kumari, Advocate**  
**For the Respondent: Mr. Sumit Kumar, Advocate**

**30.03.2026**

**ORDER**

Heard Ms. Durga Kumari, learned counsel appearing on behalf of the complainant and Mr. Sumit Kumar, learned counsel appearing on behalf of the respondent.

2. The complainant has filed this case to direct the respondent to complete rest work of the project as per RERA standard, to provide keys of the flats of the share of all the land owners, to provide completion certificate and occupancy certificate and also to use high quality materials in the project as per agreement and also to compensate the same.

3. The complainant's case, in brief, is that the complainant is the land owner and an agreement was executed with Maa Tara Homes and Developers Private Limited through its Director Suraj Kumar Singh on 10.07.2017. As per agreement, 96 flats and parking spaces were to be constructed with high quality material (i.e., electric goods, kitchen fittings, fire safety enrichments, bathroom fittings, iron materials, generator, lift, tiles etc.) and it was to be completed within five years with a grace period and completion of the flats was to be done on or before 09.07.2022. As per agreement, in the event of delay, developer has to pay Rs.2,50,000/- per month as compensation. However, the developer did not give factual status of the development work. The true fact is that at the development place, 98 flats have been constructed which is more than two flats at the place of

parking, as per the map sanctioned by the Nagar Parishad, Danapur and parking space has not been allotted to the flat owners. Quality of rods, sanitary fittings, pan, wash basins, surface construction, tiles use, door, bathroom fittings, water supply fittings, electric supply and wiring, lower quality of lift etc. have been installed/provided of low quality other than mentioned in the agreement. The project "Jitan Enclave" is registered under RERA vide Application No.RERA P 313201800246-1. Though 96 flats were to be constructed, but the developer had constructed 98 flats and the time of completion was shown as 05.05.2021, but it is still under construction. When underground water tank of 50,000 litres, overhead water tank for fire fighting, fire alarm call points, CO 2 fire extinguishers and automatic smoke detectors etc. have not been provided, then a legal notice was given to the developer on 23.06.2022 by co-partner, but in vain. It has come to the knowledge that the developer has left another project at Jalalpur city in halfway and has also started development of another project.

4. On behalf of the respondent, a petition raising the issue of maintainability has been filed, stating therein that the complainant's case is vexatious, concocted and has been filed with *mala fide* intention. The present case is not maintainable as the relief sought for by the complainant should be in Form-M, i.e., it should be decided by the Authority and not by the Adjudicating Officer for compensation. This case has been filed in Form-N and demand of relief is of the Authority. Moreover, the project has been completed within the period and there is no delay in the completion of the project as the Urban Development and Housing Department has granted a grace period of nine months to all the projects due to COVID-19 pandemic. A petition seeking amendment in the relief portion of the complaint has been filed with *mala fide* intention and even though neither it has been granted nor any order has been passed for the same. Moreover, that petition has to be filed with requisite Court-fee of Rs.2000/- which has not been done. The amendment petition is filed only to change the nature of the case and that cannot be done in this case. Apart from aforesaid *force majeure* delay, the complainant/land owners of the project in question caused hindrance in completion and construction of the project. The present case nowhere attracts

Section 18 read with Section 71 of the RERA Act and the complainant himself is a co-promoter in terms of Rule 6 of the Bihar RERA Rules. Hence, this case is to be dismissed.

5. Heard. Perused the case record as well as written argument of the complainant. After perusal of the relief portion of the complainant, it appears that the relief is concerned with the Authority and the application has been filed in Form-N before the Adjudicating Officer, who is entitled to adjudicate the matter only with regard to compensation. There is no doubt that the application has been filed in Form-N, but the prayers made therein are of Form-M. No amendment has been made by the complainant in his prayers nor can it be done by amendment in prayer as there is specific Form-N and also there is special provisions in the Act and the Rules of the RERA for separate such reliefs. Moreover, the present case nowhere attracts Section 18 read with Section 71 of the RERA Act and the complainant himself is a co-promoter in terms of Rule 6 of the Bihar RERA Rules.

6. Considering the aforesaid facts and circumstances, this case is dismissed.

Sd/-

**(Vinod Kumar Tiwari)**  
**Adjudicating Officer**  
**RERA, Bihar**