

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

RERA/CC/118/2025

Manjeet Kumar

....Complainant(s)

Vs

M/s Ghar Lakshmi Buildcon Pvt. Ltd.

....Respondent

PROJECT- Sarita Kunj, Phase -1, Block -A

For the complainant:

In Person

For the respondent :

None

31.12.2025

ORDER

Shri Akash Kumar, son of the complainant is present, but the respondent is absent.

2. The complainant has filed this complaint petition by means of which he has prayed for possession of flat and compensation.

3. The facts of the case, in nutshell, is that the complainant had booked flat no. 107 on the first floor, Block -A of project, Sarita Kunj, Phase -1 of the respondent company, having a built-up area of 945 sq. ft with a car parking space, situated at Jaganpura Road, Bhogipur, Patna for a consideration amount of Rs 21,73,000/- out of which he has paid the total principal amount of Rs. 19,45,000/-. A registered agreement for sale was executed on 06.10.2016 between the respondent company through its Director, Shri Rahul Kumar and Shri Manjeet Kumar, the complainant (Annexure -1 to the petition) The complainant has annexed photo-copies of cheques and bank loan A/c statement to the petition marked as Annexure -2. He has also annexed to the petition a copy of housing loan sanction letter marked as Annexure -3 to the petition.

4. The further case of the complainant is that the respondent had made a promise to the complainant in registered agreement for sale to hand over the possession of flat within June, 2019, but he failed to do so and did not fulfil the commitments made to the complainant in the agreement for sale, which is a gross violation of contract executed between the complainant and

the respondent promoter. The authority had given a timeline to the respondent company to complete the said project till 30.10.2019, which was further extended up-to 18.10.2020. However, the respondent completely failed to complete the project and handover the possession of flat to the complainant within the stipulated period of time. The respondent company, in violation of Authority's direction, breached the agreement for sale in a very casual manner. It shows that the respondent promoter has no regard for law and the promoter seems to be acting in a very arbitrary manner. He does not personally meet any allottee of this project. The complainant himself tried to meet the Director, Shri Rahul Kumar at many occasions, but he was not available in his office. In the meantime, the complainant is under apprehension that the flat allotted to him might have been sold to some stranger home buyer. It was also known from reliable sources that the respondent has closed the office and shifted the same secretly to some unknown location. Naturally, the complainant feels cheated in the hands of the respondent company. Due to respondent's conduct, the complainant has to face severe financial constraints with immense mental agony and harassment.

5. The complainant further submits that he has paid the major portion of consideration money as described above. He is also ready to pay the remaining amount to the respondent to get physical possession of his flat.

6. Heard and perused the record.

7. From perusal of the record, it appears that the complainant has initially paid Rs. 5,30,000/- as a booking amount to the respondent. Pursuant thereto, a registered agreement for sale was executed on 06.10.2016 between the respondent company through its Director, Shri Rahul Kumar and the complainant. As per the agreement for sale, the respondent promoter was to hand over the possession of flat no. 107 in his project till 18.10.2020, but he miserably failed to honour the commitments made to the complainant. It also goes without saying that the respondent promoter has collected more than 80% of the consideration amount from the complaint under the garb of handing over of the said flat to him. The Bench further observes that more than 10 years have elapsed since the

deposit of booking of amount with the respondent, who has been deliberately delaying the delivery of possession of flat to the stage of almost total denial and, in this way, the complainant is groping in dark with no result so far. In such a situation, the complainant cannot be left high and dry to be harassed by the wanton attitude of the promoter. Hence, in order to protect the interest of the complainant, the bench has no option but to dispose of the case with directions to the respondent promoter.

8. In the backdrop of the situation discussed above and taking into consideration the documents placed on record and the submissions made therein, there is no denying the fact that the respondent has enjoyed the financial benefits of the amounts paid by the complainant for the purchase of a flat and invested the same in his other business. By doing so, he not only flouted and bypassed the RERA Rules but also committed a breach of contract executed between the parties.

9. Under the facts and circumstances of this case, as discussed above, this Bench hereby directs the respondent company and its Director, Shri Rahul Kumar to hand over the physical possession of the flat 107 in his project, Sarita Kunj Phase -1, Block A, within a period of sixty days of passing of this order. In case, the respondent fails to comply this order, he shall be liable to pay the penalty of Rs. 3000/- per day till the date he hands over the possession of the said flat to the complainant. The complainant is also directed to pay the remaining amount to the respondent

5. So far as compensation is concerned, the complainant shall be at liberty to press this relief before the court of Adjudicating Officer.

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

Sd/-
(Ved Prakash)
Special Presiding Officer