

REAL ESTATE REGULATORY AUTHORITY, BIHAR,

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

RERA/CC/ 479/2023

Asha Kumari Complainant

Vs.

M/s Maa Sakti Infracon Pvt. Ltd. Respondent

PROJECT: SHIV COMPLEX

For the Complainant: Mr. Purshottam Kumar, Advocate

For the Respondent: Mr. Sumit Kumar, Advocate

30.01.2026

ORDER

Learned counsel Mr. Purshottam Kumar on behalf of the complainant and learned counsel Mr. Sumit Kumar on behalf of the respondent are present.

2. Learned counsel for the complainant by filing a petition Under Order VI Rule 17 C.P.C. submits that due to some typographical error in the prayer portion of the complaint inadvertently it has been mentioned as Flat no.104 instead of Flat no.102. The said fact is verified from the Agreement For Sale dated 03.03.2022 and has been found to be correct. Accordingly, the said petition is allowed and the complainant's counsel is directed to make necessary correction in the prayer portion of the complaint.

3. Learned counsel for the complainant submits that the complainant had entered into an Agreement For Sale with the respondent on 03.03.2022 to purchase Flat no.102 on 1st floor having super built up area of 2100 sq. ft. along with reserved car parking in the project "Shiv Complex" situated at Mauza – Saguna, Saghuna Khagol Road, Mohalla - Judges Colon, Patna, on consideration amount of Rs.46,00,000/- which was paid by the complainant in the manner Rs.15,00,000/- on 17.06.2022 vide receipt no.55, Rs.15,00,000/- on 20.06.2022 vide receipt no.56 & Rs.16,00,000/- on 22.06.2022 vide receipt no.57. He further submits that the respondent had assured to provide physical possession of flat within the specified period of time but till date the same has not been delivered in spite of several requests made by the complainant. Hence, the present complaint has been filed by the complainant for a direction to the respondent to deliver possession of Flatno.102 and execution of the sale deed in favour of the complainant.

4. Learned counsel for the respondent submits that the respondent promoter admits the issuance of money receipts of total amount of Rs.46,00,000/- as submitted by the complainant's counsel but the said receipts were issued under the influence of the complainant's husband. He further submits that due to non-bifurcation and mixing of aforesaid payments with respect to unregistered agreement dated 06.07.2020 and present agreement for sale the respondent is not willing to honour the Agreement for Sale dated 03.03.2022. He further submits that the respondent/promoter is ready to refund the principal amount to the complainant.

5. Having heard learned counsel for the complainant as well as the respondent and perused the record, the Bench observes that till date the respondent has neither delivered possession of flat nor has executed registered sale deed in spite of getting total consideration amount. The Bench also observes that an Agreement For Sale dated 03.03.2022 against Flat no.102 on 1st floor having super built up area of 2100 sq. ft. along with reserved car parking in the project "Shiv Complex" situated at Mauza – Saguna, Saghuna Khagol Road, Mohalla - Judges Colony, Patna, was executed between the parties and the total consideration amount of Rs.46,00,000/- was paid by the complainant, which finds support from the money receipts kept on record.

6. Taking into consideration the aforesaid fact and the observations made above, the Bench directs the respondent - company and its Directors, namely, Usha Kumari, Rani Sudha and Engineer Ablesh Kumar Singh to deliver possession of Flat no.102 on 1st floor having super built up area of 2100 sq. ft. along with reserved car parking space in the above project and execute the registered Sale Deed in favour of the complainant 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