

REAL ESTATE REGULATORY AUTHORITY, BIHAR,

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

RERA/CC/ 507/2023

Dr. Anil Kumar Complainant

Vs.

M/s Shubh Sourya Developers L.L.P & Ors. Respondents

**PROJECT: SUBH'S RADHIKA KUNJ -2 OR
NIRMALA MANSION.**

For the Complainant: Mr. Punit Kumar, Advocate

For the Respondents: None

26.05.2026

ORDER

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

2. Learned counsel for the complainant submits that the complainant and his wife Kiran Prasad had entered into a registered Agreement For Sale with the respondent – promoter Sri Nitin Kumar on 04.03.2020 to purchase a flat bearing Flat nos.401, having super built-up area of 1173 sq. ft., on 4th floor, along with one reserved car parking on the ground floor in the project “Shubh’s Radhika Kunj – 2 or Nirmala Mansion” situated at Mauja – Balbhadrapur, Ward no.43, P.S. – Laherisarai, District – Darbhanga, on consideration amount of Rs.45,22,800/-, out of which the complainant made payment of Rs.39,99,380/- in the manner Rs.11,00,000/- at the time of the Agreement, which finds mention in the Agreement, and the remaining amount thereafter through housing loan which is supported by the payment receipts and other documents brought on the record. He further submits that on 01.04.2023 the respondents issued a demand letter for payment of due amount, which was responded by the complainant vide letter dated 17.04.2023 and then the complainant sent a legal notice dated 08.09.2023 to the respondents, which was refused and returned back by the respondents and then the said notice was sent to the respondents through email but till today that has not been responded. He also submits that the respondents had assured to complete the project and hand over physical possession of the flat within the specified period of two years with six months grace period from the

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date of passing of the map, but the respondents failed in honouring their commitment. Hence, the complainant has filed this complaint for a direction to the respondents to complete the project and deliver possession of the flat. Lastly, he submits that the complainant is ready to pay the remaining consideration amount to the respondents.

3. It is evident from the previous proceedings of the case that the respondents never appeared in the proceedings held before the Conciliation Forum, RERA, and thereafter when the matter came to be listed before the Bench/ Authority for hearing on most of the dates except on 03.09.2025, 05.11.2025, 07.01.2026 and 11.03.2026 the respondents remained absent without any plausible explanation. However, in course of the proceeding dated 05.11.2025 the respondents' counsel had submitted that the work in the building is about to complete and in support of the submission he showed video to prove that the work is still going on and further in course of the proceeding dated 11.03.2026 the respondents' counsel had also submitted that the matter is likely to be settled between the parties and then he prayed for time to file reply, which was allowed and the matter was put up on 06.05.2026, but on 06.05.2026 neither the respondents filed any reply nor remained present, nor sent any intimation in writing about his absence, which constrains the Bench to pass the order on the basis of material available on record as the matter cannot be allowed to remain pending for an indefinite period.

4. Having heard learned counsel for the complainant and perused the record including the previous proceedings recorded in this case, the Bench observes that a registered Agreement For Sale dated 04.03.2020 was executed between the parties against Flat nos.401, having super built-up area of 1173 sq. ft., on 4th floor, along with one reserved car parking on the ground floor in the project "Shubh's Radhika Kunj – 2 or Nirmala Mansion" situated at Mauja – Balbhadrapur, Ward no.43, P.S. – Laherisarai, District – Darbhanga, on consideration amount of Rs.45,22,800/- out of which the complainant made payment of Rs.39,99,380/- in the manner Rs.11,00,000/- at the time of the Agreement and the remaining amount through housing loan which is supported by the documents on the record. The Bench

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also observes that the respondents failed in honouring the commitment of completing the project and delivering possession of the flat within the prescribed period of time. However, in course of the proceeding dated 05.11.2025 the respondents have expressed willingness to complete the project and deliver possession of the flat to the allottees. The Bench also observes that it would be in the interest of justice that the complainant should pay the remaining consideration amount along with interest at 2% above marginal cost of fund-based lending rate (MCLR) of the State Bank of India from the date that amount became due till delivery of possession of the flat to the respondents.

5. Taking into consideration the aforesaid fact and the observations made above, the Bench directs the respondent - company and its Directors/partners, namely, Mr. Nitin Kumar, Mr. Mohammad Zeyaulah, Mr. Kumar Gaurav and Mr. Bhawana Sinha to complete the project and deliver possession of Flat nos.401, having super built-up area of 1173 sq. ft., on 4th floor, along with one reserved car parking on the ground floor in the project "Shubh's Radhika Kunj - 2 or Nirmala Mansion" situated at Mauja - Balbhadrapur, Ward no.43, P.S. - Laherisarai, District - Darbhanga, and execute the registered Sale Deed in favour of the complainant after completing all legal formalities within two months of this order. The complainant is also directed to make payment of remaining consideration amount along with interest, as observed above, and GST as applicable after delivery of possession of the flat and before execution of the Sale Deed to the respondents.

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

Sd/-

(Ved Prakash)

Special Presiding Officer, RERA, Bihar