REAL ESTATE REGULATORY AUTHORITY, BIHAR,

Before the Bench of Mr. Ved Prakash,

Special Presiding Officer

RERA/CC/597/2019

RERA/AO/146/2019

Mrs. Nazma Khatoon …. Complainant

Vs.

M/s Jalalpur Green Infrastructure Pvt. Ltd. ….Respondent

PROJECT: R.N. ENCLAVE

For the Complainant: Mr. Binod Kumar , Advocate

For the Respondent: None

19.12.2025 **O R D E R**

Learned counsel Mr. Binod Kumar on behalf of the complainant is present but the respondent is absent. It appears from the record that the respondent had appeared on 08.12.2020, 18.12.2020, 22.12.2020, 28.12.2020, 01.02.2021, 03.02.2021, 04.02.2021, 19.02.2021 and 09.03.2021 before the Adjudicating Officer and had filed Vakalatnama, but thereafter not taken pain to appear before the Bench/Authority to defend in this case.

2. Learned counsel for the complainant submits that on 24.08.2017 the complainant had entered into a registered Agreement with the respondent to purchase Flat no. 204 measuring super – built up area 940 sq. ft. on the second floor along with car parking on ground floor in the proposed project "R.N. Enclave" located at Mauza Phulwari, District- Patna, on consideration amount of Rs.22,69,300/-, out of which the complainant made payment of Rs.21.56 lakh and in support of the same the complainant has annexed payment receipts issued by the respondent with the complaint petition. The flat was to be handed over in the year, 2018, but the respondent – promoter failed in completing the project and handing over possession of the flat within the time granted. Hence, the complainant filed this complaint for a direction to the respondent

to complete the project and handover possession of his allotted flat. He also submits that the complainant is ready to make payment of remaining amount.

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3. Perused the record. It appears from the record that on 19.02.2021 the respondent had filed written statement before the Adjudicating Officer, wherein, he denied all the allegations made in the complaint and has stated therein that the case is not maintainable before the Authority as in the agreement for sale dated 24.08.2017 under Clause 24(a) it has been clearly mentioned that in case any dispute or difference arises the same shall be referred to Arbitration under Arbitration Act, 1940. It is also stated therein that the complainant made total payment of Rs.18,00,000/- whereas the complainant was required to pay 90% of the total consideration amount as bricks and plaster works of the building have already been completed. Thus, the complainant is herself at fault as he failed to comply the terms and conditions of the agreement for sale.

4. It further appears from the record that a *suo motu* proceeding bearing RERA/SM/211/2018 was initiated against the respondent promoter for violation of Section 3 of the RERA Act, 2016, wherein, on 25.11.2021 the Authority passed an order imposing a penalty of Rs.17.6 lakhs on the respondent company which was to be paid within sixty days of the order and also levied a penalty of Rs.1000/- for everyday's delay in applying for registration of the project with the Authority.

5. Having gone through the record, the Bench observes that the respondent - promoter has failed in honouring the commitment made to the complainant of completing the building and handing over possession of the flat allotted to him within the time granted, for which the complainant claims to have already made payment of Rs.21.56 lakh, which finds support from the receipts issued by the respondent and the same are annexed with the record. So, the submission of the respondent in the written statement that the complainant made payment only Rs.18,00,000/- is not worth

considerable and the same stands rejected. The Bench further observes that the agreement for sale was executed between the parties on 24.08.2017, whereas the RERA Act, 2016 came into effect on 1st May, 2017. So, the submission of the respondent that the case is not maintainable before the Authority and deserves to be referred

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for Arbitration is also not worth considerable and the same stands rejected as after coming into force of the RERA Act, 2016, the complaint has option to approach the Authority for redressal of his grievance. The Bench further observes that the respondent does not want to say anything in this matter as he has chosen not to appear before the Bench/Authority in spite of notices issued. Considering the hardship being faced by the complainant and also the indifferent and non-cooperative attitude of the respondent – promoter, the Bench does not think it proper to allow this case pending for further period and, accordingly, the case is disposed of today itself.

6. Taking into consideration the submission of learned counsel for the complainant and ongoing through the material available on record, the Bench directs the respondent - company and its Director Shri Pankaj Kumar and others to complete the project and deliver possession of Flat no. 204 measuring super – built up area 940 sq. ft. on first floor along with car parking space on ground floor and execute registered sale deed in favour of the complainant after completing all legal formalities. The complainant is directed to make payment of remaining consideration amount after handing over possession of the flat and before execution of the sale deed.

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

Sd/-

(Ved Prakash)

Special Presiding Officer,RERA, Bihar.