

**REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR**  
**Before the Single Bench of Mr. Naveen Verma, Chairman**

**Case No. RERA/CC/327/2021**

Sunita Devi.....Complainant

Vs

M/s Geetraj Construction Pvt Ltd.....Respondent

**Project : - SHASHWAT MANSION**

**Present: For Complainant: Mr. Yogesh Kumar, Advocate**  
**For Respondent: Mr. Rakesh Roshan, Advocate**

**INTERIM ORDER**

**5-10-2021**

The matter was last heard on 10-09-2021.

**6/01/2022**

The complainant has alleged that he was induced by the respondent company to buy a flat, made a payment of Rs. 5 lacs through Cheque No. 002892 in a project titled M/S Baikunth Homes. The complainant submitted that unfortunately the said project was dropped by the respondent company and thereafter a new project namely Shashwat Mansion was initiated. The complainant has alleged that the respondent company assured the complainant regarding booking of 3BHK flat i.e. Flat No. 101 and accordingly issued money receipt dated 09.06.2015 against cheque no. 002892. The complainant alleged that a further sum of Rs. 5 lacs was paid on 06.05.2017. The complainant thereafter requested the respondent company several times for execution of Agreement for sale. Accordingly the respondent executed an affidavit on 20.01.2018. The complainant further stated that from perusal of the said affidavit it was quite apparent that the respondent company admitted that Flat No. 101 with respect to Project "Shashwat Mansion" had been allotted in favour of complainant. The respondent company further undertook for

execution of Agreement for sale. That complainant again made a payment of Rs. 2.50 lacs on 26.11.2018 and the same was endorsed on back side of the money receipt dated 09.06.2015. The complainant further alleged that when the complainant approached the respondent company for execution of the agreement for sale so that the loan could be sanctioned for the payment of the rest amount, the respondent company refused to execute the agreement.

The complainant has alleged that a legal notice dated 22.1.2021 was sent by the respondent company which was duly replied by the complainant vide reply notice dated 11.2.2021. It has been alleged that a total sum of Rs. 12,50,000/- has been received by the respondent company but the respondent company has refused to hand over the flat in question. Therefore the complaint has been filed praying for handing over of the possession, payment of Rs. 2000 per sq ft for delaying the project, Rs. 5lac for mental agony and Rs. 1 lac as litigation cost.

The complainant has placed on record copy of agreement, money receipt dated 09.06.2015 for Rs. 5 lacs, receiving by Birendra Singh of Rs. 5 lacs and also Rs. 2.50 lacs on back side of the money receipt dated 09.06.2015, legal notice dated 22.01.2021, reply notice dated 11.02.2021 along with postal receipts. The complainant has also annexed an affidavit by Mr. Birendra Singh, Director of M/s Geetraj Construction Pvt Ltd. In the affidavit, Mr. Birendra Singh stated that he received a sum of Rs. 10 lacs (Cheque no. 002892 for Rs. 5 lacs and Rs 5 lacs in cash) from the complainant for the purpose of Flat no. 401 in Sri Krishna Nagar Mohalla however the said flat could not be constructed. It was also stated in the affidavit that Mr. Birendra Singh would handover flat in the project in question bearing no. 101 costing Rs. 40 lacs in lieu of the flat in Sri Krishna Nagar. It was also stated that Rs. 10 lacs received earlier would be adjusted in the same by Mr. Birendra Singh. The affidavit also mentioned that Mr. Birendra Singh would execute the agreement in favour of the complainant with respect to the flat in question.

Reply has been filed by the respondent company wherein although the respondent company has admitted the receipt of Rs. 5lacs from the complainant, it has raised objections with respect to the maintainability of the case. The respondent company has alleged that the case is fit to be dismissed on the ground that the money i.e., Rs. 5 lacs which was received by the respondent company was not the booking amount rather a personal loan given by the complainant Mr. Birendra Singh. The respondent company has further alleged that the money receipt produced by the complainant is manipulative as there are number of over writings on it and the signature is forged. It has also been alleged that the complainant has misused the blank money receipt issued by the respondent company. Apart from raising a number of discrepancies in the documents furnished by the complainant, the respondent company has questioned the legality of the signature affixed on the affidavit filed by the complainant along with the complaint.

The Bench notes that while making oral submissions, the respondent company stated that Mr. Birendra Singh was never associated with M/s Baikunth Homes. It was further stated that on one hand the complainant was claiming Rs. 12.50 lacs and on the other hand, the papers submitted by the complainant showed that Rs. 17.50 lacs was paid by her which is also fabricated.

The learned counsel for the complainant orally refuting the submissions of the respondent company, stated that the earlier company i.e., M/s Baikunth Homes was closed and a new company was started by the complainant. The complainant also reiterated that no personal loan was given to the respondent company.

Heard both the parties. The Bench observes that though the complainant has produced the affidavit of Birendra Singh, no agreement with respect to the flat in question has been produced by the complainant. The respondent has denied that he has executed the above affidavit. It is

not clear whether the said affidavit has been sworn in the personal capacity or on behalf of the respondent company. An opportunity is hereby given to the complainant to produce evidence of agreement by the respondent company with respect to project- Shashwat Mansion and to the respondent company to submit on oath reiterating their submissions about the validity or otherwise of the said affidavit so that matter can be decided accordingly.

Put up on 14.01.2022.

**Sd/-  
Naveen Verma  
Chairman**