

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**  
**IN THE COURT OF SPECIAL PRESIDING OFFICER, RERA, BIHAR**  
**RERA/CC/95/2024**

**Dr. Anupma Kumari** ..... **Complainant**

**Vs**

**M/s Aditya Niwas Developers Pvt. Ltd.** ..... **Respondent**

**Project: INDRA COMPLEX**

**Present:**      **For the Complainant: Mr. Punit Kumar, Advocate**  
                         **For the Respondent: Mr. Jai Ram Singh, Advocate**

**06.01.2026**

**ORDER**

This record has been sent by the Hon'ble Chairman of the Authority to this Court to dispose of the case on merit vide order dated 18.09.2025. It is pertinent to mention here that the Chairman of the RERA, Bihar has already given the power of the Authority under Section 81 of the RERA Act, 2016 to this Court to dispose of the record sent by the Authority/Chairman, in the role of Special Presiding Officer as per Act.

2. Heard Mr. Punit Kumar, learned counsel for the complainant and Mr. Jai Ram Singh, learned counsel for the respondent.

3. The complainant has sought for a direction/order to the respondents to give possession of the flat at the earliest with all amenities as well as Rs.5,00,000/- as a compensation for mental harassment and also interest as well as irreparable loss and litigation cost of Rs.50,000/- due to delay in handing over the possession of the flat with reasonable cost. She has also sought for an order staying further construction activity and handing over/registration of any flat on the said landed property and also for any other relief or reliefs.

4. The facts of the case, in brief, are that the complainant entered into an Agreement for Sale dated 12.11.2020 with a Real Estate Company named M/s Aditya Niwas Developers through its partners for which she paid Rs.43,56,400/-,

including registry charges in the respective years 2019-23 through Bank loan to purchase a 3-bedroom flat, bearing Flat No.304, having build-up area of 1234 square feet with super built-up area of 1604 square feet, at 3<sup>rd</sup> floor in the project “Indra Complex” situated at Mauza-Dhanaut, near Poddar Tiles, P.S.-Danapur, District-Patna with one covered car parking. The completion of the project was 20.02.2023 as per registered agreement, whereas map was approved by the competent authority on 09.05.2018 and registration got from RERA vide certificate dated 17.12.2018 under Registration No.BRERAP00722-1/532/R-304/2018. The developer never offered for registry and possession of the flat. As per the agreement, the total consideration amount was fixed at Rs.49,51,000/-, including one covered car parking of the aforementioned flat. The complainant agreed to pay the total consideration amount through demand draft/cheque/cash to the developer as per his convenience which was accepted by the developer. The complainant paid Rs.43,56,400/- till date, for which details have been given in the petition. The complainant visited the site of the project in May, 2023 and by seeing the development done by the respondents, the complainant was assured by the developer that within six months her flat would be delivered and in the meantime, she can do interior work of her flat at her own cost which was mutually agreed and due to which the respondent also gained economically in raw materials which was left by the complainant. In the meanwhile, the complainant visited and enquired thousand times to the respondents’ office and requested them regarding possession of the flat as making advance payment more than 90% in her view but only laziness response was made by the respondents which is unjust and a heavy loss to the complainant whereas the complainant has made the payment but the respondents never offered for possession of the flat. Thereafter seeing the present development, the project has been left abandoned and it seems that the project could hardly be completed. The complainant is a Government servant who wished to purchase the said flat from her hard-earned money but unfortunately, she could not do the same due to ill and dishonest motive of the respondents delayed the possession of the flat as well as money and also not letting the complainant to do her interior design and forcibly locked the said unit due to which the complainant

suffered irreparable loss. The complainant also sent legal notice through her learned Advocate but till today, no response is given. The present rate of a flat in that area is about Rs.9000/- per sq. ft. and so the total amount of cost of 1234 sq.ft. goes to Rs.1,11,06,000/-. Thus, this act of the respondent is tantamount to a criminal breach of trust and also ill motive towards the complainant from the very beginning and trying to usurp the property of the complainant. Hence this case.

5. The respondents have filed a counter reply stating therein that the complaint petition is misconceived, motivated, false, baseless, devoid of any merit and is liable to be dismissed. The complainant has deliberately concealed the relevant facts of this case. The respondent replied to the legal notice of the complainant vide reply notice dated 28.03.2024, wherein the respondent categorically denied all the allegations. Only 83% of the advance payment was made by the complainant and not 90%, as claimed by her. The respondent in their reply notice has advised the complainant to abide by the terms of the agreement for sale dated 12.11.2020 and to pay the outstanding dues as per the payment schedule incorporated in the agreement for sale. The respondent has further stated that the complainant herself has admitted in her subsequent notice dated 15.04.2024, the facts contained in paragraph 7 of the reply notice dated 28.03.2024, which stated that as per RERA, Bihar, the registration period of the project was valid till 20.11.2023 (including 9 months General COVID-19 relief). As such, the project was not handed over to the complainant on the stipulated date i.e., 20.02.2023. Further, in the reply cum reminder legal notice dated 15.04.2024, the complainant advised the respondent to hand over the possession of the said flat, without making payment of the outstanding due, which clearly shows the intent of the complainant to breach the terms of the agreement for sale. In his reply, the respondent vide notice dated 04.05.2024 has stated that the complainant in connivance with her husband wants to take unjust advantage and wants to take the residential unit wrongfully, without payment of the outstanding dues. The complainant has violated the payment plan as mentioned in Schedule-C of the Agreement for Sale and therefore, she is liable to pay interest at the rate so prescribed in the Rules. On 04.05.2024, the respondent sent his rejoinder to the

reply-cum- reminder legal notice dated 15.04.2024 of the complainant, which was duly received by the complainant, but the complainant concealed the aforesaid relevant facts from the learned court.

As per agreement, the complainant had to pay Rs.49,51,000/- along with GST/other taxes etc., but she paid only Rs.41,48,971/- with 5% GST etc. but rest amount was not paid by the complainant despite repeated demand notices. Hence, the respondent cancelled the allotment of the above mentioned flat by invoking clause 9.3(ii) of the Agreement for Sale dated 12.11.2020 vide Termination Notice dated 17.05.2024, which was duly received by the complainant on 20.05.2024 but the complainant deliberately concealed the aforesaid facts from the learned court and the aforesaid facts show that the complainant has not approached the learned court of law with clean hands. The respondent in expressed and clear terms did make a demand for payment of the outstanding dues and on several occasions, the respondent persuaded the complainant telephonically regarding the same, but the complainant miserably failed to do so. Letter dated 17.05.2024 issued by the respondent to the complainant was not replied. It was only after waiting for more than a month, the respondent sold the flat to one Mr. Satish Kumar on 24.06.2023 and the allotment letter was issued to him on 24.06.2024 itself. On account of the same, a third party right has been created much before the respondent got to know about the filing of the instant complaint petition by the complainant before the RERA.

However, the promoter is ready to refund the entire received amount without any interest after deduction of the booking amount as per provisions of Clause 9.3 of the model sale agreement of RERA. As per the provisions of Section 18 of the RERA Act, if the promoter is unable to give possession of an apartment, the only option is to refund the receiving. It is well settled principle of law that the litigants should approach the Court with clean hands.

The complainant's husband, namely, Manoj Kumar @ Manoj Kumar Roy claiming himself as *Kurmi* of Nalanda, forcibly got the interior work done in

the flat by the respondent, contrary to the terms and conditions mentioned in the Agreement for Sale dated 12.11.2020. The respondent had borne the cost of interior work in the flat worth Rs.10.00 lakh. Thereafter, the complainant's husband started to demand Rs.50.00 lakh from the designated partner of the respondent as extortion money. Aforesaid Manoj Kumar @ Manoj Kumar Roy, who claims himself as Additional Secretary, Urban Development and Housing Department, Patna, Bihar was misusing his official post for his wrongful gain and illegal activity, for which the respondent and its designated partner have lodged two criminal cases against him i.e., Complaint Case No.7777(C)/2023 for the offences punishable under Sections 323/341/380/385/387/426/504/506 of the Indian Penal Code and Complaint Case No.8342(C)/2023 of the offences punishable under Sections 323/341/379/504/506 of the Indian Penal Code. The complainant and her husband started to disturb the project of the respondent and also started to harass the designated partners of the respondent by misusing their official posts through Nagar Parishad, Danapur and Patna Municipal Corporation and in this regard the designated partner has also filed a Cr. Misc. No.56799 of 2024 in the Hon'ble High Court, Patna for direction to the S.H.O., Rajiv Nagar to lodge case against them since under the influence of Dr. Anupama Kumari (complainant) and her husband Manoj Kumar, the S.H.O., Rajiv Nagar Police Station was not lodging the case against them.

The respondent on 11.07.2024 obtained the order dated 01.07.2024 passed by the then Hon'ble Member Mr. S.D. Jha, RERA, Bihar in RERA/CC/95/2024 by which the Hon'ble Member has been pleased to direct the office to issue letter to the I.G. Registration, Bihar for issuing necessary direction to all DSRs/Sub-Registrars, Patna/Phulwarisarif not to execute any conveyance deed in respect of Flat No.304 of the said project till further orders and further directed the learned counsel for the complainant to send the copy of the complaint today itself through mail and further issued notice to the respondent to file counter reply within two weeks and directed listing of the matter on 29.07.2024.

However, the complainant violated the order dated 01.07.2024 of the Authority as the counsel for the complainant did not send the copy of the complaint on 01.07.2024 rather he sent the copy of the complaint on 13.07.2024 through email. In compliance of the order dated 01.07.2024 passed in RERA/CC/95/2024, the respondent appeared in the learned Court, but the Bench Clerk and other staff of the Bench informed the respondent that the Bench was not available that day, so the respondent would have to come to next date which would have been informed through email id of the respondent, but the respondent did not receive any mail regarding the next date of the case. Thereafter, the respondent visited the office of the Bench several times regarding the next date of the case, but the staff of the office told them that the next date was not fixed in the case and whenever the next date would be fixed, the same would be informed through email id but the respondent was not informed regarding the next date of the case till 18.09.2025. However, no mail was being received by the respondent for the subsequent dates of hearing of the said case as the email address of the respondent was wrongly entered in the records of the Real Estate Regulatory Authority, Bihar, which was later on pointed out and got rectified by the respondent on 18.09.2025. The aforesaid order dated 01.07.2025 of the Authority will cause prejudice both to the third party in whose favour the allotment has been done and the respondent. The respondent has acted in accordance with the terms so stipulated in the agreement for sale dated 12.11.2020. The respondent therefore requested the learned Authority to vacate the stay which has been granted restraining the DSRs/Sub-Registrars, Patna/Phulwarisharif not to execute any conveyance deed in respect subject flat in the instant dispute.

The respondent further stated that the complaint filed by the complainant is misconceived, devoid of merits and is fit to be dismissed and the complainant is not entitled for any compensation/relief as sought for and further the respondent is ready to refund the receiving amount without any interest after deduction of the booking amount as per the provision of para 9.3 of the model sale agreement as well as violation of Section 19(6) of the RERA Act, 2016.

6. After perusal of both sides pleas, complaint case and its reply, it is clear that the said flat was booked as per the aforesaid agreement for sale. As per the complainant, the respondent has failed to abide by the provisions of the agreement whereas as per the respondent, the complainant has failed to follow the provisions of the agreement. So main question arises as to who has violated the provisions of the agreement. As per the complainant, she has paid 93% of the consideration amount whereas as per the respondent, the complainant has paid only 83% of consideration amount. It is also clear that the complainant has paid the amount by taking loan from the Bank and as per the agreement with the SBI and the respondent, it was to be paid by the Bank as per the progress of the construction work. The Bank did not pay the rest loan amount in view of the fact that the work was not fully completed. The respondent neither by replying nor by any evidence showed that he had fully completed the aforesaid flat and was ready to hand over the possession of the flat.

7. Now, question arises whether the complainant is entitled for non-payment of rest amount. It is clear that as per the agreement by the SBI, there is no default on the part of the complainant to pay the rest amount. Without giving completion certificate, the Bank is not bound to release the rest amount. In such a situation, there is no wrong done by the complainant in payment of rest consideration amount to the respondent.

8. So far cancellation of the agreement for sale with the complainant and the subsequent agreement for sale made in favour of another person (third party), namely, Satish Kumar, are concerned, it appears to be the fault of the respondent without performing his part of duty as per the agreement. So the agreement for sale made to the third party is totally wrong and illegal and is not binding upon the complainant. Moreover, as per the order dated 01.07.2024 of the then Hon'ble Member of the Authority, it is clear that the RERA has already ordered for not executing the conveyance deed of the flat in question to any person which order is still in existence and binding on the respondent.

9. Considering the aforesaid facts and circumstances, the complainant is entitled to get relief. So it is ordered to hand over the concerned flat to the complainant only after completion of the flat/apartment and obtaining completion certificate from the competent authority so that the remaining amount may be paid by the concerned Bank to the respondent. This order is to be followed within 60 (sixty) days of the issue of this order.

10. The complainant is, however, at liberty to move for her remaining grievances, if any, before the Adjudicating Officer of the RERA, Bihar.

11. The case stands disposed of.

Sd/-

**(Vinod Kumar Tiwari)**  
**Special Presiding Officer**  
**RERA, Bihar**