

Real Estate Regulatory Authority, Bihar
In The Court of Adjudicating Officer, RERA, Bihar
RERA/CC/68/2024

RERA/AO/12/2024

Sushil Kr. Dwivedi----- Complainant

v.

M/s Sri Anuanand ConstructionPvt. Ltd. -----Respondent

Project: Sai Enclave Block-L

23/02/2026

ORDER

Heard Shri Vivek Kumar, learned counsel for the complainant. Despite several notices through e-mail and adjournments, none has appeared on behalf of the respondent.

2. This complaint case is filed for compensation in contravention of the terms and conditions of the agreement, not to sell the flat in question to other purchaser, to issue injunction against the builder in carrying out the allotment work on the scheduled property, to compensate for loss and damage caused to complainant occurred due to the conduct of the builder company, to allow the possession of the flat in question to the complainant who are intended purchaser and also to compensate the complainant for delay in handing over the possession.

3. The fact of the case in short is that the complainant, who was intending purchaser along with his wife namely Mrs. Rekha Kumari, executed Agreement for Sale-Flat with the above mentioned respondents (Builder/ Developer/ Vendor) for purchasing Flat No. 104, 1wst Floor, (2BHK), Blocl-L, 1220 Sq.ft

super built area in “Sai Enclave”, at Vijay Singh Yadav Path, Mauza Mustafapur, Sub-Division- Danapur, District Patna. The aforesaid deed of agreement of sale for consideration amount of Rs. 26,50,000/- and had paid Rs. 5,80,000/- as part payment and for this purpose the purchaser took house loan from the Bank for payment of the rest of the consideration amount and subsequently the respondent gave the allotment letter to the complainant but till now the possession of the flat has not been handed over to the complainant. According to the terms and conditions of the agreement, the respondent builder has to hand over the possession to the complainant and for the same the complainant has taken house loan and executed tripartite agreement with bank and the respondents. But the respondents with mala fide intentions issued a letter of customer of Block L in the scheduled project. It was surprised to the complainant that the scheduled property of which the complainant was purchaser was shown to some other persons in place of complainant by the respondent. The builders are resorting to fraud and not handing the possession of the scheduled flat to the complainant and also violating the different rules and regulations of RERA.

4. After perusal of the complaint petition of the complainant and hearing argument, it appears that the complainant has filed this case not only for compensation regarding the relief related to the Authority. The relief concerned with the Authority i.e. possession, penalty and others are the matter of adjudication by the Authority and that cannot be decided by Adjudicating Officer. The learned counsel of the complainant during argument stated that he has not claimed any relief before Authority and he has directly come before the Adjudicating Officer for only compensation.

During argument, learned counsel of the complainant stated that the same type of case was filed by another person before the Authority and in that case, the Authority held that the matter is of civil nature and it cannot be considered before the Real Estate Regulatory Authority.

5. So considering the aforesaid facts and circumstances, it appears that the relief as sought for by the complainant are not of the jurisdiction of Adjudicating Officer and as such it is dismissed.

Sd/-

(Vinod Kumar Tiwari)
Adjudicating Officer
RERA, Bihar