

**REAL ESTATE REGULATORY AUTHORITY, BIHAR
IN THE COURT OF ADJUDICATING OFFICER, RERA, BIHAR**

**RERA/CC/42/2024
RERA/AO/04/2024**

Nutan Kumar Jha

..... Complainant

Vs

M/s R.R. Builders & Developers

.....Respondent

Project: SANCHAR NAGAR

Appearance

For the Complainant: Mr. Sumit Kumar, Advocate

For the Respondent: Mr. Rahul Kumar, Advocate

17.06.2026

ORDER

Heard Mr. Sumit Kumar, learned counsel appearing on behalf of the complainant and Mr. Rahul Kumar, learned counsel appearing on behalf of the the respondent.

2. In the present case, the complainant has sought for the following reliefs, as mentioned in paragraph 5 of the complaint petition:

- (i) *“That the Respondent / Promoter is liable to pay compensation under Section 73 of the Indian Contract Act, 1872 read with Sections 18 & 72 of the RERA Act, 2016 for not executing Absolute Sale Deed and providing possession of Flat No. 408, Block 01, in the Project. namely, Sanchar Nagar since 27th August, 2022.*
- (ii) *That the Respondent/Promoter may be directed to pay compensation of Rs.15,00,000/- to the Complainant as the Respondent has caused damages to the Complainant by violating Sections 12, 14, 19(3), 19(8), 19(9), 19(10) & 19(11) of the RERA Act, 2016.*
- (iii) *That the Respondent/Promoter may be directed to pay rent of Rs.11,500/- per month to the Complainant from 27th August, 2022 till registry and actual possession of Flat No. 408, Block 01, in the Project, namely, Sanchar Nagar.*

- (iv) *The Respondent/Promoter may be directed to pay Subvention Amount of Rs.6,25,000/- as compensation to the Complainant.*
- (v) *The Respondent/Promoter may be directed to pay compensation to the Complainant for giving the lesser carpet area and not disclosing the area in terms of Section 2(k) of the Act, 2016 read with Rule 4(3) of the Bihar RERA Rules, 2017.*
- (vi) *That the Respondent/Promoter may be directed to pay litigation cost of Rs.5,00,000/- as compensation to the Complainant as the Complainant has still been fighting legal battle for the possession and registry of Flat No. 408, Block 01, in the Project, namely, Sanchar Nagar.*

And/ Or

- (vii) *Direct the Respondent/Promoter to pay the Complainant at the rate of 18% per annum for the period of delay in offering the possession of the said flat under the provision as mentioned under Para/Term No.31 of the Agreement for Sale dated 27.02.2017.*
- (viii) *Direct the Respondent/Promoter to pay the Complainant 18% interest per annum on the claimed amount as mentioned under Para 5 of this Form N."*

3. The complainant's case, in brief, is that the complainant/allottee had been issued a provisional allotment letter dated 16.01.2016 by paying Rs.3,01,000/- out of total consideration amount of Rs.32,34,205/- for the allotted Flat No. 603 in Tower 6 on 6th floor admeasuring area 1455 Sq. Ft. in project namely 'Sanchar Nagar'. After the aforesaid provisional allotment, the Respondent/Promoter changed the Flat Number and allotted Flat No. 08 on 4th floor in Block-I by entering into Registered Agreement for Sale dated 27.02.2017 under CLP & Subvention Payment Plan with the complainant. Before the aforesaid Agreement for Sale dated 27.02.2017, i.e., the official date of booking, the present Complainant/Allottee had already paid more than 20% as the booking amount of Rs.6,65,232/- out of total consideration amount of Rs.31,82,930/- on various occasions for Flat No. 408, Block-1, in the same Project, and expected date for possession of the said flat as per term No. 31 as mentioned under the Agreement for Sale, was 27th August, 2022.

3(i) The complainant has deposited in the respondent-Company account a total of Rs.29,76,000/- out of Rs.31,82,930/- and the remaining amount of Rs.1,25,000/- was decided to be paid at the time of execution of Absolute Sale Deed. The complainant has already paid more than 93% of the total consideration amount. At the time of booking of the aforesaid flat, the respondent/Promoter had also issued prospectus/advertisement and offering therein to the Allottee, i.e., "R. R. Builders" presently "Sanchar Nagar" "It's A Smart Move With Sanchar Nagar! Pay Now 20% & NO EMI Till Possession". After execution of registered Agreement for Sale and after payment of 20% of the booking amount as mentioned in the aforementioned advertisement, the Respondent/Promoter issued Interest under Subvention Scheme in favour of the Allotted Flat No.408 dated 04.11.2017 stating therein that all interest amount shall be paid by the present Respondent/Promoter in favour of complainant/Allottee on the loan disbursement amount till possession of the said flat. So, till December, 2023, the Subvention Amount was calculated as Rs.6,25,000/-. After enforcement of RERA, Act, 2016 dated 01.05.2017, the present Complainant/Allottee requested the Respondent/ Promoter for the execution of Registered Agreement for Sale as per Rule 8 of the Bihar RERA Rules, 2017, but the promoter refused to execute the same on the pretext that the Respondent/Promoter had not applied for RERA Registration till 29.04.2018. But later on, after Project Application dated 30.04.2018, the present Respondent/Promoter got RERA Registration No. BRERAP00060-2/274/R-464/2019 dated 27.02.2019 till 20.07.2021. After the aforesaid Project Registration, the Respondent/Promoter had again issued Project Prospectus with RERA Registration Number on it mentioning therein that Project's Specification/Payment Plan Payment Schedule etc. In the said prospectus also the Promoter had mentioned 20% amount at the time of booking. The Respondent has calculated the consideration amount as per Super Built-up area instead of carpet area which is in violation of the Act. The respondent has changed the building plan without permission from the allottees. The respondent-Company had to construct only 840 flats whereas they constructed more than 1000 Flats and instead of construction of 10 residential towers, they have erected 11 towers which are unauthorized construction.

3(ii) The Complainant along with other allottees of the aforesaid project has formed an Allottees Association of Sanchar Nagar Project and instituted Complaint Case bearing No.RERA/CC/1295/2021 for violation of the Act and final order was passed on 09.06.2023 allowing the case in favour of the Allottees Association. The Respondent had also instituted counter case against the complainant bearing Case No. RERA/CC/152/2022, and the Authority pronounced the final order on 01.06.2023 disallowing the prayer of the respondent. In spite of the two orders dated 09.06.2023 and 01.06.2023, the respondent has failed to give possession of Flat No.408 to the complainant till date. Thus, the respondents are liable to pay compensation to the complainant for violation for the provisions of the Act.

4. Although the respondent appeared, but has not filed any reply even on the last date of hearing, rather he prayed that he has preferred a civil writ against the order dated 09.06.2023 of the Authority and in that case, the respondent-Authority has been directed not to take any coercive steps against the petitioner till the next date of hearing.

5. Heard both sides and perused the case records. After perusal of the record it appears that the respondent preferred civil writ jurisdiction case before the Hon'ble High Court, Patna as the Appellate Tribunal could not take up the appeal which was filed before the Appellate Authority as it was not functional. After perusal of the order dated 14.11.2025 passed in CWJC No.15006 of 2025 by the Hon'ble High Court, Patna, it appears that the Authority was directed not to take any coercive steps against the petitioner-respondent herein, till the next date of hearing and the matter was fixed for 08.01.2026. Neither of the parties has brought any order of the Hon'ble High Court, Patna either passed on 08.01.2026 or subsequent thereto. In such a situation, the order for not taking any coercive steps was lapsed on 08.01.2026. Moreover, the order of the Hon'ble High Court, Patna is for the Authority in the case of RERA/CC/1295/2021 dated 09.06.2023 and in Execution Case No.59 of 2025 only, whereas this case is filed before the Adjudicating Officer for compensation which is other than that case and the Adjudicating Officer has separate jurisdiction other than RERA Authority. The compensation case is to be decided on the basis of enquiry which should be followed by summary trial and it should be disposed of within 60 days but till date the respondent

has neither filed any reply nor is he interested in the disposal of the case. In such a situation, this case is being disposed of on the basis of the material available on record.

6. After perusal of the complaint case, true photo copy of the provisional Allotment Letter dated 16.01.2016 (Annexure 1), true copy of the Agreement for Sale dated 27.07.2017 (Annexure 2 series), true photo copy of the advertisement/prospectus (Annexure 3), true photo copy of the interest Subvention Scheme dated 04.11.2017 (Annexure 4), RERA Registration Certificate dated 27.02.2019 (Annexure 5 series), true photo copy of the post-RERA prospectus (Annexure 6 series), photo copy of the order dated 09.06.2023 (Annexure 7 series), true photo copy of the order dated 01.06.2023 (Annexure 8 series), it appears that the case of the complainant appears to be genuine and justified and as such, he is liable to get compensation by the respondent.

7. The respondent is directed to pay compensation of Rs.5,00,000/- (Five Lakh only) to the complainant as the respondent has caused loss to the complainant due to his act. The respondent is also directed to pay interest at the rate of 18% per annum on the above amount. The respondent is further directed to pay rent of Rs.11,500/- (Eleven Thousand Five Hundred only) per month from 27th August, 2022 till registry and actual possession of the concerned flat. Respondent is also directed to pay subvention amount of Rs.6,25,000/- (Six Lakh Twenty Five Thousand only) as compensation and Rs.1,00,000/- (One Lakh only) as litigation cost to the complainant. The above amount shall be paid within 60 (Sixty) days.

8. With the aforesaid observations and directions, the case stands disposed of.

Sd/-

(Vinod Kumar Tiwari)
Adjudicating Officer
RERA, Bihar

