

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

**Case No. RERA/CC/529/2021**

Priyanshu.....Complainant

Vs

M/s Arjuna Homes Pvt Ltd.....Respondent

**Project: - RAMESHWARAM APARTMENT**

**Present: For Complainant: Mr. Anand Kumar (Husband of the Complainant)**

**For Respondent: Mr. R.K. Srivastava, Advocate**

**INTERIM ORDER**

**21-10-2021**

The matter was last heard on 17-09-2021.

**05/01/2022**

The factual matrix of the case is that the a flat sale and purchase agreement was executed between the complainant and the respondent company on 25.01.2019 for purchase of flat no.302 measuring 1350 sq ft against a consideration money of Rs.41,50,000/-. The complainant paid Rs. 5,50,000/- as an advance on different dates. It is pertinent to mention here that as per the said agreement, the aforesaid Flat was to be handed over after completing the construction and finishing the flat including supply of water, electricity, PHE Work etc. The complainant has alleged that the respondent company demanded Rs. 56,000/- and thereafter sent a legal notice stating that the company is cancelling the Agreement and is free to sell the booked flat to any other party. It has further been stated that in the legal notice, the respondent company committed to return the money deposited by the complainant within 15 days but the same was not refunded. In response to the legal notice, the complainant sent a reply demanding the possession of the flat within 15 days failing which the respondent company would refund advance of Rs. 5,50,000 with

compounding interest of 8% as per the agreement within 15 days from the receipt of the legal reply. But as alleged, the claims of the complainant were not settled.

The complainant has further alleged that the respondent company, without cancelling the already existing agreement with the complainant, has fraudulently and by forged means sold the flat to one Smt. Pratibha Kumari, W/O- Umeshwar Kumar Singh & Sri Umeshwar Kumar Singh on 24.01.2021. The complainant tried contacting the respondent company over calls, but no response was received.

The complainant has placed on record the agreement dated 25.01.2019, money receipt no. 219 dated 25.01.2019 for Rs. 1.50 lacs against cheque no. 489652, money receipt no. 225 dated 24.05.2019 for Rs. 1 lakh against NEFT by complainant, money receipt no. 226 dated 24.05.2019 for Rs. 50,000/- against NEFT by the complainant, money receipt no. 227 dated 24.05.2019 for Rs. 50,000/- against cash by the complainant, transaction summary of Rs. 50,000/- dated 23.09.2019 bearing transaction ID no. 1551729181, copy of IMPS payment vide reference no. 928920325476 and 930912407158, copy of legal notice sent by respondent company, copy of reply to the legal notice and copy of BhumiJankari App showing the status of the flat.

Reply has been filed by the respondent company along with copies of statement of account and two post dated cheques bearing nos. 009513 dated 17.10.2021 and 009514 dated 17.11.2021 praying to dispose of the case basis the amicable settlement arrived at between the complainant and the respondent company.

In its reply, the respondent company stated that an amicable settle was going on between the parties. The respondent company, in its reply, agreed to return the refund the booking amount and has stated that Rs. 1,25,000/- was refunded prior to the filing of the complaint case. The respondent company further agreed to refund the

remaining amount of Rs. 4,25,000/- in three installments starting from September 2021 and has already paid Rs.1 lakh to the complainant as first installment on 15.09.2021. The respondent company also issued two post dated cheques amounting to Rs. 1.50 lacs and Rs. 1.75 lacs in favor of the husband of the complainant.

The Bench observes that although the matter was fixed for orders there is no clarity as to whether the project was ongoing on the date of commencement or not. Further, the parties have also not filed a joint compromise petition as directed on the last date of hearing. Therefore the Bench deems fit that one last opportunity be given to both the parties so that clarity can be obtained on the aforementioned points.

Put up on 11.01.2022.

**Sd/-**  
**Naveen Verma**  
**Chairman**