

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**  
**IN THE COURT OF SPECIAL PRESIDING OFFICER, RERA, BIHAR**  
**RERA/CC/185/2023**

**Kishore Mohan** ..... **Complainant**

**Vs**

**M/s Technoculture Building Centre Pvt. Ltd.** ..... **Respondent**

**Project: Vastu Vihar Ashopur Project-04**

**Present:**      **For the Complainant: Mr. Birendra Kumar Singh, Advocate**  
                         **For the Respondent: Mr. Hemant Kumar, Advocate**

**21.01.2026**

**ORDER**

Hearing taken up. Mr. Birendra Kumar Singh, learned counsel appears for the complainant and Mr. Hemant Kumar, learned counsel appears on behalf of the respondent.

2. The complainant has filed this case to take hand over of the flat in question with parking area as per Company agreement.

3. The complainant's case, in brief, is that he booked a flat bearing Unit No./Flat No.110, Aditi B, Model-2 BHK, Unit Area 800 sq.ft. Project-Ashopur Phase-4 in the year 2012 by paying 25% of the total unit cost of Rs.16,20,000/-, including the parking area on ground floor. The name of the builder is Technoculture Building Centre Pvt. Ltd. The Company had verbally promised to hand over the flat in two years but till the month of December, 2014, the construction of the building did not even start. When asked about it in the Company's Office, it was told that the work would be done in a few days and the flat would be handed over in one year and he was asked to make the remaining payment. The complainant paid Rs.14,00,000/- till the year 2016, but it kept getting postponed till January, 2020 and the complainant did not get the possession. The year 2021 was the era of Corona and after the end of Corona era, the complainant went to take the hand over in the year 2022 and asked for the

information about the parking area and asked to do the remaining work of the flat as they were not installing tiles properly on the floor and almost all the flats made of it are facing water seepage problem. Almost everything they were using was of poor quality material. After a few days it was told by the Company that the complainant would no longer get a flat at this rate and was denied to give parking as well. When he made a request to provide parking with the fixed price, the respondent replied that his unit has been cancelled. Thereafter the complainant sent a notice but till now he did not receive a single reply. In the year 2014, after paying 20% booking amount, he took a loan of Rs.10,00,000/- from the Bank for which a loan agreement document was prepared but the hand over date column is blank. This amount was to be given by paying 10%, 10% according to the development of the building. But by the year 2016, Rs.9,00,000/- more payments were taken from the Bank while the building work not even 40% completed. The complainant is 66 years old and EMI debt was not cleared till date and he is repeatedly asking to pay but the complainant is not able to pay EMI and rent and they are not ready to hand over the flat as the building is not ready even today, so now due to lack of money he has a great need to take over the flat.

4. On behalf of the respondent, a preliminary objection-cum-written statement has been filed stating therein that this case is not maintainable as the complainant has not presented the true facts of the matter and further suppressed the true facts as to the initiation of the proceeding by the Indian Bank under the relevant provisions of the SARFAESI Act. The said Unit has been seized/taken by the Indian Bank under the SARFAESI Act and hence any order with respect to the possession of the same cannot be passed. The complainant has filed a writ with respect to the same issue with *mala fide* intention. The complainant has filed this case only with a view to obtain favourable order which he can use as a defence in another case under SARFAESI Act. The project is a lapsed project. Therefore, it cannot be adjudicated by this Bench. The complainant has to make payment of Rs.8,44,748/- apart from interest for delayed payment, but he has not made the payment (Statement of Account is annexed). The Company has issued several reminders and demand for payment of the same, but the complainant did not pay

heed to the same and hence possession cannot be given to him. (Demand letter annexed). In the light of the aforesaid facts and circumstances, this case is fit to be dismissed.

5. Heard both sides. The complainant wants to take possession of the concerned flat whereas as per the respondent, the complainant has not paid the remaining money. It has been stated by the respondent that the concerned flat has been seized by the concerned Bank due to non-payment of EMI by the complainant and there is nothing in the hands of the respondent to hand over to the complainant. The complainant has not denied the fact that the concerned flat is not seized by the concerned Bank. So in such a situation, it is clear that the concerned flat is not in the possession of the respondent and as such, he cannot hand over the same. As per the respondent, the flat was seized at the instance/direction of the complainant himself and this fact has also not been denied.

6. Considering the aforesaid facts and circumstances, the complainant is directed to perform his duty with the Bank and after payment of remaining amount, the respondent be able to give possession of the concerned flat with parking area.

7. Accordingly, this case is disposed of with the above observations/directions.

Sd/-

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

