

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

**RERA/CC/491/2023**  
**RERA/AO/64/2023**

**Sanjay Parasmani** ..... **Complainant**

**Vs**

**M/s Global Infratech** ..... **Respondent**

**Project: Global Kiran Cascade Apartment**

**Present:**      **For the Complainant: None**  
                         **For the Respondent: None**

**18.03.2026**

**ORDER**

This case has been filed by the complainant to direct the respondent to execute the terms and conditions of the Agreement dated 14.11.2017 and to pay a sum of Rs.1,15,00,000/- as compensation and also to construct a guard room and also for grant of any other relief or reliefs for which he is entitled.

2. In a nutshell, the complainant's case is that the builder has violated the terms and conditions of the Agreement resulting in structural defects in construction as per the Agreement.

3. A reply on behalf of the respondent has been filed stating, *inter alia*, therein that this case is not maintainable either in law or on facts being barred by the provisions of Section 14(3) of the Real Estate (Regulation and Development) Act, 2016 as the promoter is liable for any structural defect in workmanship only for a period of five years from the date of handing over possession. In the present case, the complainant was handed over the possession of the flat in the year 2017 and since then the complainant is in continuous and peaceful possession of the said flat and as such, it is barred by limitation. The Hon'ble Authority in Case No.RERA/CC/62/2023 has already passed an order holding that the claims relating to structural defect is beyond the defect liability period and as such the Society of the aforesaid apartment was directed to look

over the maintenance of the project specifically the structural defects. The respondent had constructed the building as per the sanctioned map and the complainant along with other allottees had already filed a complaint before Nagar Parishad, Danapur alleging unauthorized construction for the same cause of action and as such, this case is to be dismissed.

4. None of the parties has appeared before this court today and this case being one of the oldest cases pending in this court for a long time and as such, this case is being disposed of on the basis of material available on record.

5. After perusal of the record it appears that originally this case was filed by Sanjay Parasmani and others, but by order dated 08.08.2024, this case is confined only with respect to Complainant No.1 Sanjay Parasmani.

6. The respondent has filed an order of the Authority dated 27.05.2024 passed in Case No.RERA/CC/62/2023 and has stated that the Authority has ordered that the claim relating to structural defects is beyond the liability period and as such the Society of the aforesaid apartment was directed to look over the maintenance of the project specifically the structural defects.

7. After perusal of the aforesaid order dated 27.05.2024, it appears that the said case was filed by one Deepak Kumar against the respondent M/s Global Infratech, which is also the respondent of the present case, and some directions have been given to the respondent as well as the association of allottees after formation of the association. Liberty has also been given to the complainant of the above case to press the claims regarding compensation before the Adjudicating Officer as per the provisions of the RERA Act, 2016. After perusal of the present case, it appears that the complainant of the present case is not party to the above referred case i.e., Case No.RERA/CC/62/2023, even though the complainant of the present case has filed this case for compensation as he is also a sufferer due to the respondent's act and as such, he is also liable to get compensation.

8. It is made clear that this court has jurisdiction only to consider compensation matter and not the matter of the Authority. The respondent has filed objection regarding structural defects of the building. There is no need to pass any order regarding structural defects as this court is only for awarding compensation, as already stated above. The liberty which has been given to the complainant of RERA/CC/62/2023 is also applicable to the complainant of the present case. So far the case is pending before Nagar Parishad, Danapur is concerned, that is another matter and that cannot be considered in the matter of compensation.

9. It is clear that the complainant is one of the flat owners and in Case No.RERA/CC/62/2023, some directions have been given to the respondent. As the complainant of Case No.RERA/CC/62/2023 is at liberty to file compensation, so being a flat owner, the complainant of the present case is also at liberty to file case of compensation. In view of the discussions made above, it appears that undoubtedly, the present complainant has undergone mental, physical and economic loss.

10. Considering the aforesaid facts and circumstances, the complainant is entitled to get compensation of Rs.2,00,000/- (Two Lakh) only towards mental agony and physical harassment and also litigation cost of Rs.50,000/- (Fifty Thousand) only, which are directed to be paid by the respondent to the complainant within 60 (sixty) days from the date of this order.

11. With the above observations and directions, this case is disposed of.

Sd/-

**(Vinod Kumar Tiwari)**  
**Adjudicating Officer**  
**RERA. Bihar**

