

REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Bench of

Hon'ble Member Mr. S.D. Jha, RERA, Bihar,

RERA/CC/84/2022

Raju Kumar Complainant

Vs.

Neelkanth Solution Pvt. Ltd.Respondent

For the complainant: Mr. Mukesh Kumar, Advocate

For the Respondent: Mr. Sanjeev Kumar, Advocate

Project:- NEELKANTHA DINESH RESIDENCY

PROCEEDING

21.06.2024 Hearing taken up. Mr. Mukesh Kumar, Advocate, appears for the complainant. Mr. Sanjeev Kumar, Advocate, appears for the respondent.

Learned counsel for the complainant has filed affidavit dated 21.06.2024 on behalf of the complainant in compliance of the proceeding dated 31.05.2024 and a copy of which has been handed over to the respondent's counsel before the Bench. Today, he has also filed hard copy of the written submission dated 15.05.2024, a copy of which is also stated to have been earlier sent to the office of the Authority by mail on 15.05.2024. He has stated in the affidavit dated 21.06.2024 that the amount of Rs.24,50,000/- received by the complainant is not in connection with booking of the flat, rather it was for other specific purposes. He also submits that the complainant received two cheques bearing cheque no. 361822 dated 01.03.2014 of Rs.5,00,000/- and cheque no.361844 dated 05.05.2014 of Rs.3,50,000/-, which were paid for the construction work and the same has nothing to do with the consideration money of the flat. He also submits that according to the refund payment schedule, the respondent refunded the amount on 17.02.2014, 19.02.2014, 20.02.2014,

01.01.2014,11.03.2014.... 13.05.2014, whereas, the complainant paid to the respondent Rs.7,18,000/- & Rs.5,00,000/- on 11.03.2014, that is prior to payment by the complainant. He also submits that the terms of completion of the project was three years from the date of Agreement dated 28.01.2014 i.e. 27.01.2017 with grace period of six months. Therefore, no cause of action arose before 20.07.2017 to file a complaint and no notice was received by the complainant about cancellation of the flat. The complainant also requested several times to the respondents to hand over possession of the flat and execution of Sale Deed but the respondent turned down the request on one pretext or the other and finding no way the complainant filed this complaint. He also submits that the matter pending before the High Court is against the interim order passed by the lower and not in connection with the flat in question.

Learned counsel for the respondent submits that the respondent had refunded Rs.24,50,000/- on different dates to the complainant and his relatives and the said fact of payment has also come in the rejoinder filed by the complainant before the High Court, wherein, he has accepted the payment of Rs.24,50,000/-, to which the Authority compares the amount, cheque numbers and their dates as shown in the rejoinder with the petition dated 01.04.2024 filed by the respondent, which, on being compared, have not been found correct. He also submits that the respondent may be directed to file copy of his IT return of the relevant period, to which the complainant's counsel denies.

Learned counsel for the complainant is directed to file a petition on affidavit mentioning therein that the case pending before the High Court does not relate to the present case. He would also state therein that Rs.24,50,000/- excluding Rs.5,00,000/- and Rs.3,50,000/- received through cheques dated 01.03.2014 and 05.05.2014 has not been received by the complainant. In case of non-compliance, it would be

presumed that he has nothing to say further in this matter and an order would be passed on the basis of material available on the record.

With the mutual consent of the parties, the order is reserved.

Sd/-
S.D. Jha,
Member