

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

Case Nos. RERA/CC/850/2021

Arvind Kumar.....Complainant

v.

Agrani Infra Developers Pvt. Ltd.....Respondent

Project: - Agrani woods

Present: For Complainant: Mr. Sharad Shekhar, Advocate
For Respondent: Mr. Rabindra Kumar, Advocate

INTERIM ORDER

30-12-2021 The matter was last heard on 01-12-2021.

The present case has been filed by the complainant to direct the respondent company to provide the physical possession of plot area measuring 13610 sq.ft. vide company Plot No. PD – 14., Mauza – Akhtiyarpur, Thana No – 20 under the Project named “Agrani Woods” in terms of the agreement for sale dated 15.11.2012 . The complainant has stated that he has deposited Rs. 21,70,000/- out of the total consideration amount of Rs. 42,00,000/-.The complainant has alleged that the respondent company has failed to provide well planned society with the facilities of road, good drainage system, electricity, etc. nor has he been told about the latest development regarding his plot in question. As no step was taken by the respondent company for redressal of his grievance, the allottee has filed the complaint praying for physical possession of the land with demarcated boundary according to survey number, provision of all the amenities as per the agreement, to execute absolute sale deed in favor of the complainant, compensation as interest@10% on the total value of the land on account of delay in handing over of the possession, Rs. 25,000/- as compensation for inconvenience, mental torture and harassment and Rs. 25,000/- as litigation cost.

The complainant has placed on record the agreement for sale and money receipts dated 05.07.2018 for Rs. 2,50,000/- and Rs. 4,50,000/-.

Reply has been filed by the respondent company wherein the respondent company while admitting few averments has denied the payment of Rs. 21,70,000/- by the complainant. In paragraph 6 of the reply, the respondent company has stated that the complainant has paid only Rs. 14,70,000/- and no further payment has been made by the complainant and on the contrary, the respondent company has mentioned in paragraph 11 and 18, that the complainant has paid only Rs. 18,70,000/- which the company is ready to refund in 10 installments starting from April 2022. The respondent company has also made reference to several clauses of the agreement and has alleged that the complainant has failed to pay the amount as per the agreement.

The complainant has filed a rejoinder to the reply. In his rejoinder, the complainant has reiterated his earlier submissions and stated that he has paid Rs. 21,70,000/- in total to the respondent company. The complainant has also stated that the respondent company has violated section 11 of the Act as it has failed to update about the construction progress to the complainant from time to time.

The respondent company, while delivering oral submissions, has objected to the contention of the complainant with respect to the payment of Rs.21,70,000/- and has stated that the complainant has paid only Rs. 14,70,000/- and the receipts attached to the complaint pertains to a different plot. However, this fact has been denied by the complainant who has stated that plot no. P.D-14 and plot no. 25 are same. The respondent company has further stated that the complainant should have approached the appropriate court for specific performance of the contract in the year 2015.

The Bench notes that the issue of maintainability has been settled on the previous date.

During the last hearing, the MD of the respondent company was also present. The MD of the company has submitted that the payment was supposed to be made within 30 months of agreement but the complainant failed to make the payment and after several reminders, the complainant made some payment in 2018 through cheques. It has been submitted that the cheques were dishonoured by the bank. The respondent company further informed that they will not be able to give the possession of the flat and would instead refund the paid amount.

Having heard and considered the submissions of both the parties, the Bench observes that there is a dispute with respect to the payment of amount by the complainant and the amount received by the respondent company. There is also ambiguity on whether plots P.D.-14 and Plot 25 are same or not. Admittedly, the complainant has not paid the entire consideration and the respondent is not willing to give possession but instead refund the investment.

Both the complainant and respondent are directed to submit their contention and evidence on oath.

The Bench also notes that the complainant wants possession of the plot and is ready to make the payments of the dues amount. The respondent company may clarify whether the allotment has been cancelled and if so, submit a copy of the cancellation letter.

Put up on 11.1.2022.

Sd/-
Naveen Verma
Chairman