

**Ranchi**

**Before Adjudicating Officer**

**Jharkhand Real Estate Regulatory Authority, Ranchi**

Present ----- Ranjeet Kumar Choudhary

Dated 18<sup>th</sup> day of March, 2020

**Complaint Case No.- 14/2018**

Dr. Nand Kumar

S/o Late Radha Krishna Lal

C/o Shubh Lakshmi Cloth Store, Ranchi Patna Road,

P.O. & District – Koderma -825 410 (Jharkhand)

--- Complainant

VERSUS

M/s Rebloon Impex,

Builder & Developer A partnership Firm

Partners

1 Dharmendra Kumar Dhiraj, S/o- Sri Bishwanath Kumar

Add- Flat no- 503, Jascon Plaza, 44/C, Circular Road, P.O. + P.S.-Lalpur,  
Ranchi

2. Rajesh Kumar Sinha, S/o- Kameshwar Sinha

Rajbhawan, Shiv Shakti Nagar, Kishor Ganj, Harmu Road, P.S.-  
Sukhdeo Nagar, Ranchi

3. Shashikant Singh, S/o- Nikhilesh Kumar Singh

501, Jascon Plaza, 44/C, Circular Road, P.O + P.S- Lalpur, Ranchi

4. Jai Prakash Choudhary, Lalit Narayan Choudhary,

Vibhakar Choudhary & Others

Old H.B. Road, Kanta Toli, Ranchi

--- Respondents

Complainant Represented through

--- Self

Respondents No. 1 to 3 represented through

---Sri Uttam Kumar

Tibrewal,

the learned Advocate.

Respondent No. 4

---Self

### **ORDER**

1. The instant complaint has been brought by the complainant Dr. Nand Kumar against the respondents Dharmendra Kumar Dhiraj, Shashi Kant Singh and Rajesh Kumar Sinha (Builders) and Respondent No. 4 Series i.e. Jai Prakash Choudhary and others (Land Owners) with reliefs that builders may directed to complete internal pending works of the complainant's flat and handover its possession to him and do registration in his favour within a time bound programme and time line be fixed for completion of pending works of the project as per approved plan and builders be directed to adhere to the fixed timeline. It is further prayed that the builders may be directed to provide separate boring and submersible pump set to Block C and also provide separate water tank and parking facilities within a period of three months. This relief has also been sought that Respondent Builders may be

directed to provide two lifts, approach road, drainage system, street lighting etc. within a time bound programme.

2. As per the complaint petition, it is the case of the complainant that he had booked Flat No. 2, 2<sup>nd</sup> Floor in Block No. C in the project Basudev Regency at Basudev Nagar, Kantatoli, Ranchi. Allotment letter dated 04.03.2008 was issued by the builder after receiving Rs. 2,00,001/- through cheque from the Complainant. An agreement paper was executed for Rs. 12,30,686/- measuring area of 1441 sq. ft. on 04.08.2008. As per Clause 32 of the agreement the flat was to be handed over to the Complainant within 24 months from the date of the agreement but still the flat has not been handed over to him. Out of this consideration amount, major part of the same has already been paid to the Respondents/Builders. Internal works of the project has not been completed. Boring was done in C Block which got failed resulting no water supply. Over head tank, external water supply, new bore hole with proper motor are required. The project requires earth filling in the surroundings, plastering and tiling of stair case, railing, verandah have not been done so far. No approach road, drainage system and street lighting system have been provided. Outer plaster of the building is not complete. Hence it has been prayed that a Respondent/Builders may be directed to complete pending works within a time bound programme and hand over the flat to the Complainant and do its registration in his favour.

3. On being noticed, Respondents appeared before this court to contest the case but no show cause was filed on their behalf. Earlier a preliminary objection was filed by the Respondent No. 1 to 3/Builders regarding maintainability of the present case before JHARERA which was rejected by the authority vide the order dated 30.04.2019 against which Respondents preferred W.P. (C) No. 3039/2019 before the Hon'ble Court but they could not bring any stay from the Hon'ble Court nor the order dated 30.04.2019 passed by the authority was set aside by the Hon'ble Court. It would be pertinent to mention here that several cases were filed by the different complainants against the same respondents and as such all together 11 cases filed against the respondents were amalgamated but several case

records were separated from this case record for disposal. Vide the order dated 12.02.2020 case record of Complaint Case No. 16/2018, 17/2018 & 57/2019 were separated from the present case record so that this case may be disposed off.

4. The point for determination arising out of this case that whether the complainants are entitled for reliefs as claimed for.?

### **FINDINGS**

5. Complainant Dr. Nand Kumar, himself argued his case. He has submitted that it is an admitted fact that he had booked a flat in the project of the Respondents/Builders vide Flat No. 2, 2<sup>nd</sup> Floor in Block No. C in the project Basudev Regency. In this regard allotment letter dated 04.03.2008 was issued by the Respondents/Builders after receiving Rs. 2,00,001/- from him and an agreement for sale dated 04.08.2008 was executed between the parties. He has further submitted that by filing the money receipts issued by the Builders/Respondents, complainant has been able to establish that he has paid Rs. 10,96,400/- to the Respondents/Builders against the total consideration amount of Rs. 12,30,686/-. He has further submitted that out of this consideration amount Rs. 60,000/- is for parking which has not been provided by the respondents/builders. He has further argued that as per Agreement Letter dated 04.08.2008, flat was to be handed over to him within two years from the date of the agreement but still builders have not done so. Hence he has prayed that this case may be allowed and Respondents may be directed to complete the arrears works of the flat as well as the projects and hand over the same to the Complainant within a timeframe as mentioned in the Complaint Petition. He has submitted that complainant is ready to pay the balance amount including service tax to the respondents/ builders if they complete the pending works of the project and give possession letter of the flat to him. Hence he has prayed that this case may be allowed and reliefs sought by the complainant may be given to him.

6. In this case, initially opposite parties no 1 to 3 were not appearing physically and then this court imposed Rs 25,000/- as cost upon the opposite party when analogous hearing of 11 cases were going on and then opposite parties appeared physically but they did not deposit the cost amount. After that they left taking step in this case and no argument was done on their behalf. No argument has not been done on behalf of the Respondent No. 4 series also.

7. Pursued the case record. It is admitted position that complainant has booked a flat in the project of the respondents and as per allotment letter and agreement for sale, the total consideration amount is Rs. 12,30,686/-. This charge includes the cost of the garage and also include generator and lift charges. From perusal of money receipt filed by the complainant it is apparent that the complainant has made payment of Rs. 10,96,400/-. It means that a very meager amount is due upon the complainant. As per Agreement for sale, the flat was handed over to the Complainant within a period of two years from the date of the agreement i.e. 04.08.2008 but still builders have not handed over the same to him. From the materials available in case record, it can be gathered that several works have to be done by the builders. Even the parking space has not been provided to the complainant. As per the submission, the drainage and sewerage system of the project is in pathetic condition. Complainant is ready to pay the balance amount including the service charge to the respondents/builders if possession letter of flat is given to them after completing the remaining works of the project.

8. In course of hearing of this case, this fact come into light that project of the opposite parties is not registered with RERA. I find that direction has been given to the O.P/builders to do the same but they failed to do so.

## **Conclusion**

9. In the circumstances, I come to this conclusion that respondents/builders have committed wrong by not giving possession letter of the flat to the complainant despite receiving major portion of consideration amount from him. I further come to this conclusion that respondents/builders are liable to provide basic amenities and facilities in the project in which the complainant has purchased a flat.

10 It is hereby

## **ORDERED**

That (a)The respondents/builders are directed to get the project registered with JHARERA (along with late fine as applicable) within a period of one months after this order. It is further directed that the opposite party shall not sell, book, offer for sale or invite persons to purchase any flat in the project Basudeo Regency until the project is registered with JHARERA.

(b) Since same builders have already been punished to pay Rs. 5,00,000/- (Rs Five lakhs only) in terms of section 59(1) and 59(2) of the Act for continued violation of section 3 of the Act in complaint case no 22/2018 for same project, no penalty is being imposed upon them in this case.

(c) Respondents/builders are directed to give possession of the flat to the complainant within two months from the date of this order after completing remaining pending work of the project and the flat. Respondents are further directed to execute sale deed of the flat in favour of the complainant after receiving balance amount from him when the project is

registered with JHARERA. As soon as the basic facilities and amenities are provided by the respondents, the complainant will pay the balance amount to them and thereafter sale deed will be executed.

(d) Opposite parties are further directed to give Rs. 30,000/- to the complainant as litigation cost.

(e) Opposite parties are further directed to give Rs.2,00,000/- to the complainant for sitting over the consideration money and not completing and handing over the flat to him by way of compensation.

(f) The cost and penalty amount will be deposited by the opposite parties within 60 days of this order failing which they will be liable to pay compound interest on these amounts @ 12 per annum till the deposit of the amount.

Dictated & Corrected  
by me

Ranjeet Kumar Choudhary  
Adjudicating Officer  
JHARERA

Adjudicating Officer  
JHARERA