

**Ranchi****Before Adjudicating Officer****Jharkhand Real Estate Regulatory Authority, Jharkhand, Ranchi**

Present ----- Ranjeet Kumar Choudhary

Dated 12 day of February 2020

**Complaint case no- 18/2018**

Kanhaiya Lal Barnwal, S/o- Late Radha Krishna Lal, Care of Subh  
Laxmi Cloth Store, Ranchi Patna Road, P.o & Dist- Koderma,  
Jharkhand, Pin-825410

--- Complainant

VERSUS

M/s Reblon 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, KishorGanj, Harmu Road, P.s-  
Sukhdeonagar, Ranchi

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

501, Jascon Plaza, 44/C, Circular Road, P.o+P.s- Lalpur, Ranchi

--- Respondents

Complainant Represented through --- Self

Respondents represented through ---Sri Uttam Kumar Tibrewal

The learned Advocate.

### **ORDER**

1. The instant complaint has been brought by the complainant Kanhaiya Lal Barnwal against the respondents Dharmendra Kumar Dhiraj, Shashi kant Singh and Rajesh Kumar Sinha with reliefs that direction be given to the builders to complete the internal pending works of the flat of the complainant and hand over the same to him and do registration of the flat within a period of one month. This relief has also been sought that builders may be directed provide separate boring and submersible pump, generator, water tank, water pump and electrical wire connection etc within a period of two months. This prayer has also been made to direct the builders to provide stairs along with railing and do outer plaster and provide lift facility within three months. Prayer to direct the builders to do registration of the flat within four months has also been sought.

2. As per the complaint petition, it is the case of the complainant that complainant booked a residential flat bearing no- 1, second floor in 'C' block in the project Basudeo Regency At Basudeo Nagar, Kanta Toli Ranchi. On 10.09.2006 vide receipt no 15 an amount of Rs 11,000/- paid to the builders. An agreement paper was executed for Rs 13,34,764/- for 1441sq ft on 14.07.2008. As per this agreement flat was to be handed over to the complainant within twenty four months of the date of agreement. Despite payment of almost full amount, the flat has not been completed even after lapse of ten years. Several works of project like stair, water supply, parking, approach road, proper boring, over had tank etc are still pending. Hence it is prayed that builders may be directed to complete the pending work in time bound program and hand over the flat to the complainant accordingly and execute sale deed of same in

his favour. It is further been prayed that other common works may also be directed to be completed within schedule time.

3. On being noticed respondents appeared before me and file show cause dated 18.12.2019 contesting the case and claim of the complainant. According to show cause, the case filed by the complainant is not maintainable and he is not entitled for any relief. It is said that complainant is in illegal possession of the flat since last few years. It is further said that complainant is required to pay Rs 13,34,764/- under terms of agreement out of which an amount of Rs 1,45,642/- is still due. The last payment was made by the complainant on 08.06.2014 and since then an amount of Rs 1,45,642/- is due. Complainant is required to pay compound interest on dues amount. He is further required to pay Rs 4,80,000/- for difference area measuring 160 sq ft. Hence complainant is required to pay Rs 6,25,642/-. Hence it is prayed that case brought by the complainant may be dismissed.

4. 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 subsequently vide order dated 22.01.2020 this case record was separated keeping in view to disposal of the case. It would also be pertinent to point out that for the last several dates no step was being taken by the respondents and they did not argue this case.

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

## **FINDINGS**

6. Complainant Kanhaiya Lal Barnwal himself argued this case. He has submitted that it is an admitted fact that he had booked a flat in the project of the respondents vide Flat No. C-1, in the project Basudev Regency. In this regard agreement for sale 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. 12,05,480/- to the respondents/builders against the total consideration amount of Rs. 13,34,764/-. He has further submitted that out of total consideration amount, Rs. 60,000/- is for parking which has not been provided by the respondents/builders. It is not true that complainant has been given possession of the flat by the respondents/builders. He has further argued that there are several works which have to be done by the respondents/builders which includes sewerage, drainage, water facility and parking space etc. He has submitted that complainant is ready to pay the arrear amount including service tax to the respondents/ builders if they complete the pending works of the project and registration of the flat is done by the builders in favour of the complainant. Hence, he has prayed that this case may be allowed and reliefs sought by the complainant may be given to him

7. 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 and after that they left taking step in this case and no argument was done on their behalf.

8. Pursued the case record. It is admitted position that complainant has booked a flat in the project of the respondents and as per agreement for sale, the total consideration amount is Rs. 13,34,764/- + Service Tax. This charge includes the cost of the garage, generator, lift etc charges. From perusal of money receipt filed by the complainant it is apparent that the complainant has made payment of Rs. 12,05,480/- to the builders against purchase of flat. It means that a very meager amount of Rs 1,29,284/- is due upon the complainant. It is true that possession of the flat has been given to the complainant. 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 remaining work of the flat at pending work of common area is done by the builders. As per show cause filed by the respondents/builders, complainant is required to pay Rs 4,80,000/- for difference area measuring 160 sq ft but no evidence has been brought on the records by the respondents to show that total area of the flat of the complainant enhanced by 160 sq ft. Hence complainant cannot be directed to pay additional Rs 4,80,000/- to the builders. Further I find that there is no ground to direct the complainant to pay compound interest on the remaining dues.

9. 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**

10. In the circumstances, I come to this conclusion that respondents/builders has committed wrong by giving possession of the flat to the complainant without completing internal work and external common work despite receiving major portion of consideration amount from them. I further come to this conclusion that respondents/builders are liable to provide basic amenities and facilities in the project in which the complaint has purchased the flat .

11. It is hereby

### **ORDERED**

That (a)The respondents are directed to get the project registered with JhaRERA (along with late fine as applicable) within a period of two weeks 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 directed to complete pending internal work of the flat of the complainant within two months from the date of this order and do remaining ending work of the project within four months from this date of order. Respondents are further directed to execute sale deed of the flat in favour of the complainant after receiving balance amount from the them when the project is registered with JhaRERA. As soon as the basic facilities and amenities are provided by the respondents, the complainants 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 1,00,000/- to the complainant for sitting over the consideration money of the and not completing and handing over the flat to them 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