

Ranchi

Before Adjudicating Officer

Jharkhand Real Estate Regulatory Authority, Ranchi

Present ----- Ranjeet Kumar Choudhary

Dated 18th day of March, 2020

Complaint Case No.- 57/2019

Raj Kishore Kumar S/o Shri Dashrath Lal

C/o Lakshmi Narayan, Tanushree Vastralaya, Main Road,

Jhanda Chowk, Hazaribagh, Pin 825 301, 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 Narain Choudhary, Vibhakar Choudhary

And others O.H.B Road Kantatoli 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 Raj Kishore Kumar against the respondents Dharmendra Kumar Dhiraj, Shashi Kant Singh and Rajesh Kumar Sinha(builders) and Jai Prakash Choudhary and others(Land owners) with reliefs that respondents/builders may be directed to complete all pending works and provide necessary facilities and common facilities to the flat of the complainant as well as in the project in which the flat is situated and do registration of the flat in favour of the complainant as early as possible. It is further prayed that lifts in the Block-C must be provided by the builders within two months and they may be directed to provide proper water supply, overhead tank and electrical supply in this project within three months. Complainant has further prayed to direct the builders to provide stairs along with railing and do outer plaster of the flat within three months.

2. As per the complaint petition, it is the case of the complainant that he had booked a residential flat bearing No. 1, 6th Floor in Block No. C in the project Basudev Regency at Basudev Nagar, Kantatoli, Ranchi. Allotment

letter dated 11.09.2006 and agreement letter dated 27.11.2006 has been received from the respondent firm namely REBLOON Impex of which respondents are partners. At the time of booking of the flat an amount of Rs. 11,000/- was given by the complainant to the respondent and allotment letter of the said flat was issued. An agreement paper was executed for Rs. 18,13,630/- for measuring an area of 1424 Sq. ft. on 27.11.2006. It was agreed upon that within 24 months from the date of the agreement flat will be handed over to the complainant. Complainant has paid major amount of consideration amount through cheques/dd on different dates but even after lapse of more than 10 years the flat is not complete. No lift, stair case, water supply, parking, approach road have been provided. No suitable and permanent water and electricity arrangement has been made till date Outer plaster of the building has not been done and several other common works are to be done by the builder. Hence it has been prayed that respondents/builders may be directed to complete pending works and after doing all necessary works execute its registration in favor of the complainant within a fixed time frame.

3. On being noticed, respondents appeared before this court to contest the case but no show cause was filed on their behalf. 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 12.02.2020, 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

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

FINDINGS

5. Complainant Raj Kishore Kumar 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. 1, 6th Floor, Block-C in the project Basudev Regency. In this regard agreement for sale was executed between the parties on 27.11.2006 and before that allotment letter dated 11.09.2006 was issued by the respondents/builders. He has further submitted that by filing the money receipts issued by the builders/respondents, he has been able to establish that he has paid Rs. 17,10,680/- to the respondents/builders against the total consideration amount of Rs. 18,13,630/-. 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 allotment letters dated 11.09.2006, flat was to be handed over to him within two years from the date of the agreement but still builders have not done so. He has submitted that Rs. 12,60,000/-, about 70% of total value of the flat was paid within 2 years and 6 months from the date of booking. Commitment was made by the respondents/builders that 2 lifts will be provided apart from Community Hall, Children Park, Swimming Pool, Walking Track, Generator, Proper Garage, Water Tank etc. but none of the commitment has been fulfilled by them. Hence he has prayed that the reliefs sought by him may be given to him by this court and respondents/builders may be directed to complete remaining arrear works and hand over the flat to him and do its registration in his favor.

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. Respondent 4 series did not argue.

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. 18,13,630/-. This charge includes the cost of the garage as well as cost of generator and lift charges. From perusal of money receipt filed by the complainant as well as from perusal of the Certificate issued by HDFC Ltd., it is apparent that the complainant has made payment of Rs. 17,10,680/-. It means that a very meager amount is due upon the complainant. As per allotment letter and 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. 27.11.2006 but still builders have not handed over the same to them. 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 has committed wrong by not giving possession letter of the flat and doing registration of the same in favor of the complainant 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 complainant has purchased a flat in which complainant has purchased a flat

10 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 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. 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. 2,00,000/- 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