

**Ranchi**

**Before Adjudicating Officer**

**Jharkhand Real Estate Regulatory Authority, Ranchi**

Present ----- Ranjeet Kumar Choudhary

Dated 01<sup>st</sup> day of June, 2022

**Complaint Case No.- 67/2021**

Madhurendu Bhushan Kumar Singh,

S/o Rajendra Prasad Singh,

R/o Hariom Mega Township, Hombai,

P.O.- Neori, Vikash, Devi Darshan Road,

Ranchi

--- Complainant

VERSUS

Shyam Kumar Shrivastava,

M/s Heavens Developers, Vikash Enclave Market,

Dumardaga, Booty, Ranchi, Jharkhand

--- Respondent

Complainant Represented through  
Respondents represented through

--- Self  
---None

### **ORDER**

1. The instant complaint has been brought by the complainant Madhurendu Bhushan Kumar Singh against the Respondent Shyam Kumar Shrivastava with reliefs that Respondent may be directed to return Rs. 6,00,000/- with 10% annual interest to the Complainant with effect from 23.03.2013 till date and Rs. 3,00,000/- as Court case expenses and other expenses.

2. As per the Complaint Petition, it is the case of the Complainant that he had booked Flat No. 305 in M/s Heavens Developers, Vikash Enclave Market, Dumardaga and on 23.03.2013 agreement for sale was signed and Rs. 7,00,000/- was paid to the Respondent vide 2 cheques dated 22.03.2013 and 23.03.2013 of Rs. 1,00,000/- and Rs. 6,00,000/- respectively. Flat was to be completed and handed over to the Complainant by October, 2014 with a grace period of 6 months. But the Respondent neither completed the flat nor refunded the money. Thereafter Complainant lodged FIR No. 183/15 against the Respondent and matter was referred to mediation center for settlement and matter was settled but Respondent did not obey the order of the Court. On 29.01.2018 he paid Rs. 1,00,000/- to the Complainant but did not pay the rest amount. Hence this case. It has been prayed that Respondent may be

directed to refund Rs. 6,00,000/- to the Complainant with 10% annual interest from the date of agreement till date and also pay Rs. 3,00,000/- as compensation and litigation cost

3. On being noticed, the Respondent did not appear before the Court despite receipt of the Notice and vide the Order dated 06.04.2022, case was ordered to be heard ex-parte against him.

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

### **FINDINGS**

5. It has been submitted that Complainant had booked Flat No. 305 in the project of the Respondent and agreement for sale was signed on 23.03.2013. Vide 2 cheques, Complainant paid Rs. 7,00,000/- to the Respondent against purchase of the flat. Xerox copy of money receipts have been filed in support of payment of money. It has further been submitted that flat was to be handed over to the Complainant by October, 2014 with a grace period of 6 months but same did not happen. Agreement For Sale is on the record which supports the submission of the Complainant. Perusal of xerox copy of FIR of Ranchi Sadar P.S. Case No. 183/15 indicates that Complainant had institute a Criminal Case against the Respondent u/s 406 and 420 of the IPC. Perusal of Pleader's Notice issued on behalf of the Complainant indicates that before institution of Criminal Case, Complainant had sent a Pleader's Notice requiring the Respondent to provide flat or to refund money with interest. From perusal of the xerox copy of the Order

passed by the Hon'ble Jharkhand High Court in ABA No. 2585/2017, it appears that anticipatory bail application of the Respondent was rejected by the Hon'ble Court as because he failed to make payment of advance money to the Complainant in view of the Order passed by the Hon'ble Court earlier. It has been submitted that Respondent has fled away and there is no hope of the completion of the flat. Further I find that for almost similar reliefs, Complainant had filed Consumer Complaint Case No. 132/2015 against the Respondent and Ld. Consumer Forum, Ranchi vide the Order dated 25.04.2017 decided the case in favour of the Complainant directing the Respondent to pay a sum of Rs. 7,00,000/- with 10% simple interest to the Complainant within 60 days of the Order but this Order was also not complied by the Respondent.

6. From perusal of the materials available on the case record, it appears that one competent Court has already passed an Order directing the Respondent to refund Rs. 7,00,000/- to the Complainant with 10% simple interest w.e.f. from 09.07.2015. A sum of Rs. 5,000/- has also been awarded to the Complainant as litigation cost by the District Consumer Forum. So I do not feel that this Court should pass any order regarding refund of money in favour of the Complainant. Complainant is advised to file Execution Case before District Consumer Forum for realisation of advance money which he had given to the Respondent against booking of flat but at the same time I am of the opinion that Complainant must get some sort of compensation as because he is knocking the door of different Forum for realisation of money right from the year 2015. As such in this case I award compensation of Rs.

2,00,000/- to the Complainant payable by the Respondent for undergoing mental agony and stress for a long period of time.

7. In the circumstances it is hereby.....

### **ORDERED**

that present case succeeds partly ex-parte. Respondent is directed to pay Rs. 2,00,000/- to the Complainant as compensation within 60 days from the date of this Order failing which Complainant will be liberty to realise this amount from the Respondent through process of the Court. If the Respondent fails to comply the Order within 60 days, he will liable to pay the amount with 10% intrest per annum till the realisation of the amount. Complainant is directed to send a copy of this Order to the Respondent at his own cost from compliance of this Order.

Dictated & Corrected  
by me

Ranjeet Kumar Choudhary  
Adjudicating Officer  
JHARERA

Adjudicating Officer  
JHARERA