

**ORDER SHEET**

**WEST BENGAL HOUSING INDUSTRY REGULATORY AUTHORITY**

Complaint No. COM-000012 of 2018

Shri . Somenath Patra.....Complainant

AND

Shri . Bhaskar Mukherjee .....Respondent

Sl. Number and date of order	Order and signature of Officer	Note of action Taken on order
8 ----- 31-05-2019	<p>An online complaint was received as per Section 31 of the West Bengal Housing Industry Regulation Act-2017 vide Complaint No. COM000012, dated 03.10.2018 at the West Bengal Housing Industry Regulatory Authority from Complainant Mr. Somenath Patra of AH-242, section-II, Salat Lake, Kolkata against Sri Bhaskar Mukherjee of Dumdum.</p> <p>Accordingly, a notice was issued by this authority as per rule 36 of west Bengal Housing Industry Regulation Rules-2018 directing the respondent as well as the complainant to appear before the authority on 12.10.2018 at 2.00 pm along with relevant documents in support of their claim.</p> <p>The complainant in his complaint has stated that the father of the complainant has booked one Flat of 1BHK at the Ground Floor of 400 sq.ft. for a consideration amount of Rs. 7 Lakh including registration fees with the respondent with an advance payment of Rs. 5 Lakh in the month of June ,2013 and the remaining payment of the flat was to be made after the possession. The date of possession is on 22.10.2013. But unfortunately, the father of the complainant died on 13.09.2013 and since the complainant was the only child, he approached the promoter to transfer the ownership of the flat which the promoter agreed and executed an agreement with the complainant in this regard. The complainant stated further in his complaint that the promoter after executing the said agreement has started insisting for payment of Rs. 2.35 lakh which was Rs. 35,000/- extra than the initially agreed value of Rs. 7 lakh. In the complaint the complainant also stated that a list of furniture is in the custody of the promoter. The complainant approached the promoter several times to hand over the flat and the furniture in his possession but the promoter failed to do so. The complainant also stated in his complaint that the said flat was sold to another party by the promoter.</p>	

Dictated  
& corrected  
by me

The complainant in his complaint has sought the following reliefs :

- 1) An amount , tune of Rs. 50 lakh considering the inflation and interest on the payment made by the complainant,
- 2) A 2 BHK flat of his own choice wherever in Kolkata city.

On 12/10/2018 the complainant appeared for hearing but the Respondent did not appear though, the notice was duly served upon him. Since the Respondent has not appeared another notice was issued for hearing on 15/11/2018 at 2.30 p.m.

On 15/11/2018 both the parties appeared but the Respondent sought time for filing reply. Accordingly, the respondent was directed to file the reply on or before next date of hearing and next date of hearing was fixed on 11/12/2018 at 2.00 p.m.

On 11/12/2018 both the parties appeared and the Respondent submitted his reply. In his reply the Respondent submitted that the Respondent will repay the entire amount due to the complainant as per the schedule as mentioned in the said reply.

The Respondent also submitted in the reply that he will also pay the amount of rent of the complainant till the repayment of the entire amount is made.

During the hearing on 11.12.2018, the respondent was directed to submit the sanction plan of the Project along with its plan details before the Authority in the next date of hearing. Accordingly, the next date of hearing was fixed on 05.02.2019 at 2.00 p.m.

On 05/02/2019, the complainant appeared but the respondent did not appear in spite of proper service of notice. Since during the last hearing as on 11.12.2019, the respondent was directed to submit the sanction plan of the project along with last details of the project on this day but the respondent neither appeared to day nor submitted the said documents. Hence the next date of hearing was fixed on 29.03.2019.

On 29/03/2019, during the hearing, the complainant appeared but the respondent once again failed to appear in spite of proper notice.

It is fact that the complainant has booked a Flat with the respondent and the date of possession of the said Flat is on 22.10.2013 but till date the respondent has failed to provide possession of the said flat to the complainant.

It is also fact that the respondent in his reply has agreed to repay the entire amount due to the complainant and also agreed to pay the amount of rent of the complainant till repayment of the entire amount is made. The next date of hearing was fixed on 31/05/2019.

Dictated  
& corrected  
by me

On 31/05/2019, none of the parties appeared for hearing.

The next date of hearing will be fixed in due course.

Dictated  
& corrected  
by me

  
Designated Authority,  
Housing Industry Regulatory Authority