

West Bengal Real Estate Regulatory Authority
Calcutta Greens Commercial Complex (1st Floor)
1050/2, Survey Park, Kolkata- 700 075.

Complaint No.WBRERA/COM000713

Sumanta Pal. Complainant

Vs.

Ashoka Construction Company..... Respondent

Sl. Number and date of order	Order and signature of the Officer	Note of action taken on order
01 24.09.2024	<p>Complainant Sumanta Pal (Mobile - 7738031574 and sumanta60@gmail.com) is present in the online hearing filing hazira through email.</p> <p>Advocate Mr. Amit Kumar Sen is present on behalf of the Respondent Company in the online hearing. He is directed to send his hazira (containing his mobile no. and email id) & Vakalatnama through email to the Authority immediately after today's hearing.</p> <p>Heard both the parties in detail.</p> <p>As per the Complainant, the fact of the case is that:-</p> <p>A Notarized Agreement for sale was signed on 13.07.2015 to purchase a flat (Flat 202, Ashoka Krishna Apartment, 5 Ghoses Lane, Belurmath, Howrah - 711102) of 1120 sq.ft. including super-built area with a rate of Rs.2900/-per sq.ft. He also signed a private letter with the promoter to pay Rs.700/-per sq.ft. for additional work in the flat. Until Feb'2017, he paid Rs.22,01,250/- (Bank Transfer - Rs.17,39,500/- , Cash - Rs.4,00,000/- and Service Tax - Rs.6,750/-). As he was mostly abroad since 2014, he did not have a chance to inspect the construction of his own. In Jan' 2016 when he visited the flat, he noticed a few things were not done as per his request, and the promoter replied he forgot to implement those as he was busy with other projects. The promoter also verbally mentioned that he had to bear the cost of redoing the changes he initially requested. In addition, there were issues with the wooden frames of all the doors and tile placement on the floor. In this situation, he stopped payments because he was unsatisfied with the project.</p> <p>He received an email from the promoter on 19th July 2019 with the subject 'cancellation of flat' where the promoter clearly mentioned that the agreement was void as he stopped payments. He will refund his money after the standard deduction. The Complainant acknowledged his email soon after getting it.</p> <p>Till today, he has not received a single rupee from the promoter.</p>	

He tried to contact the promoter many times through phone/email to solve it amicably, but he never replied to the messages of the Complainant.

He sent two letters to the promoter, on 12.05.2023 and 6th April 2023, stating to refund my entire payment otherwise, he will be compelled to take legal action.

He received a letter from the promoter on 31.07.2023 by email, where the letter was typed on 20th July 2023. In this letter, the promoter claimed him as a defaulter and said that he void the agreement unilaterally. The promoter also asked him to pay the remaining amount (including Rs.700 per sq.ft for extra work, though no extra work was done in the flat), failing to do that, he will take legal action against him.

The Complainant replied to his letter within the time frame (6th August 2023, received by email on 31.07.2023) as asked by the promoter, where he reminded him that the agreement was bilaterally cancelled and he would not pay anything for a cancelled agreement.

Since 6th August, 2023 and till today, he is still waiting to receive a response from the Respondent-Promoter.

The Complainant prays before the Authority for the following reliefs:-

The Complainant is mentally prepared that his Agreement was cancelled on 19.07.2019, so he is expecting to get the money that he paid for purchasing the flat.

As the Respondent Promoter never took any action to refund his money and never spoke to the Complainant clearly after sending the Agreement cancellation email, the Complainant wants to get the entire money he paid. Under the Special Performance Act through the Civil Court, he is entitled to the interest amount, but he is not claiming that.

After hearing both the parties, the Authority is pleased to admit this matter for further hearing and order as per the provisions contained in Section 31 of the Real Estate (Regulation and Development) Act, 2016 read with Rule 36 of the West Bengal Real Estate (Regulation and Development) Rules, 2021 and give the following directions:-

The Complainant is directed to submit his total submission regarding their Complaint Petition on a Notarized Affidavit annexing therewith notary attested/self-attested copy of supporting documents and a signed copy of the Complaint Petition and send the Affidavit (in original) to the Authority serving a copy of the same to the Respondent, both in hard and scan copies, within **15 (fifteen)** days from the date of receipt of this order of the Authority by email.

The Complainant is further directed to provide in a Tabular Form chronologically all the payments made by him specifying date, amount and money receipt number, if any, in the said table in his affidavit.

The Respondent is hereby directed to submit their Written Response on notarized affidavit regarding the Complaint Petition and Affidavit of the

Complainant, annexing therewith notary attested/self-attested copy of supporting documents, if any, and send the Affidavit (in original) to the Authority serving a copy of the same to the Complainant, both in hard and scan copies, within **15 (fifteen)** days from the date of receipt of the Affidavit of the Complainant either by post or by email whichever is earlier.

Fix **05.06.2025** for further hearing and order.



(BHOLANATH DAS)

Member

West Bengal Real Estate Regulatory Authority



(TAPAS MUKHOPADHYAY)

Member

West Bengal Real Estate Regulatory Authority