

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

Complaint No. WBRERA/COM 001777

Manoj Khem ..... Complainant

Vs

Susanta Kumar Nandy ..... Respondent

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
01 18.03.2026	<p>Complainant along with Advocate Rachit Lakhmani (mob:- 9231826568), Advocate Dhruvabrata Basu (mobile no:- 9831209569 and email id:- <a href="mailto:dhruvabratbasu@gmail.com">dhruvabratbasu@gmail.com</a>) and Amisha Choudhury (mobile no:- 8768729135) is present in today's hearing physically by filing vakalatnama and signing the attendance sheet.</p> <p>Respondent is absent in today's hearing, without any prior intimation, despite due service of hearing notice through email.</p> <p>Heard the Complainant in detail.</p> <p>As per the Complainant, he along with his wife, Mrs. Radhika Khem booked entire first floor, one ground floor shop along with one covered car parking space in a project of a G+4 building situated at holding no. 1864 Dakshin Kumrakhali, ward no. 27, Rajpur-Sonarpur Municipality, comprised in L.R. DAG Nos. 1492 and 1494 under L.R Khatian No. 1415, Mouja Kumrakhali, J.L. No. 48 PS. Sonarpur (now Narendrapur), South 24 Parganas. The total consideration of the property was Rs. 1,41,00,000/- and the possession including execution of Conveyance Deed were to be made by 30.09.2019.</p> <p>The Complainant made payment from time to time and by November, 2019 they have paid Rs. 97,32,500/- out of which Rs. 33,70,000/- was paid in cash upon the Respondent's insistence . The Respondent also issued few receipts on such payments. Despite repeated requests the Respondent failed to register the Agreement for Sale but collected nearly 70% of the total consideration in violation of Section 13(1) of Real Estate (Regulation and Development) Act, 2016. Although the Complainants were always ready and willing to pay the entire consideration by 30.09.2019, the Respondent failed to complete construction or handover possession.</p> <p>In March, 2022, the Complainants received a rental offer from swiggy at Rs. 1,60,000/- per month w.e.f. October, 2022. The Respondent though assured handover by September, 2022, but failed, causing loss of the rental opportunity. The Respondent persistently insisted that the Complainants take possession upon payment of balance amount without completion certificate which is illegal, it was</p>	

subsequently discovered that a sanction plan had expired on 17.07.2017 yet the Respondent continued construction and induced payment without renewal. The Project is also not registered with WBHIRA/WBRERA. The Complainants lodged a police complaint dated 23.06.2024 followed by proceedings under section 156(3) CrPC (annexure "H") pursuant to Court order dated 18.09.2024 (annexure "I") FIR No. 1255 dated 25.11.2025 was registered and a charge sheet under Section 406 and 420 IPC was filed. The Respondent's quashing petition CRR/789/2025 was dismissed on 03.10.2025. The Respondent filed T.S. No. 569 of 2024 before the Civil Judge, (Senior Division), Baruipur, for making false allegations against the Complainant.

Despite receipt of Rs. 97,32,500/- and continuous readiness of the Complainants to pay the balance the Respondent has failed to handover possession or execute Conveyance, in breach of section 3(1), 11(4)(b), 13(1) and 19 of the Real Estate (Regulation and Development) Act, 2016.

Complainant prays for the following reliefs:-

- A) For directing the Respondents either to register the said project under WBRERA and strictly adhere to all the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made there under.
- B) To obtain the completion certificate issued by the competent Authority within such time as the Authority may deem fit.
- C) To execute the Deed of Conveyance and register the same without any further delay and simultaneously therewith handover the possession of the suit property in complete and habitable condition and provide a copy of the Completion certificate issued by the Competent authority within such time as the Authority may deem fit.
- D) To effect payment of interest for delay in delivery of possession within such time as the Authority may deem fit.
- E) To effect payment of compensation for causing mental agony, harassment and inconvenience, due to Respondent's breach of contract, misrepresentation, unfair trade practice besides delay in delivery of possession, within such time as the Authority may deem fit.
- F) To provide copies of all the sanctioned/approval/ permission/NOCs of all the competent Authorities in respect of the said project within such time as the Authority may deem fit.
- G) To enable formation of the Owners' Association and to handover the common area of the said project to such association within such time as the Authority may deem fit or to refund the sum of Rs. 97,32,500/- only along with interest at the prescribed rate and compensation for delay in delivery of possession within such time as the Authority may deem fit.
- H) For awarding penalty to the Respondents, for contraventions of the provisions of the various sections of the Real Estate (Regulation and Development) Act, 2016 and the Rules and regulations made there under.

Complainant prays for the following interim orders:-

- a) The Respondent be directed to deposit the sum of Rs. 97,32,500/- with this Ld Authority and furnish such other/further security as deem fit and proper by this Ld. Authority.
- b) The Respondent, his men, agents, servants assigns be restrained from encumbering, alienating, delaying with or otherwise creating any third party right or interest in respect of the suit property.
- c) The Respondent, his men, agents, servants assigns be restrained from accepting any payment any payment from any person in respect of the suit property.
- d) Such further and other reliefs as deemed fit and proper by this Ld. Court.

After hearing the Complainant, the Authority is hereby pleased to give the following directions: -

- A. The Complainant shall submit her total submission regarding the Complaint Petition on a Notarized Affidavit annexing therewith notary attested/self-attested 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 soft copies, within **15 (fifteen) days** from the date of receipt of this order of the Authority by email.
- B. The Respondent shall submit their Written Response on notarized affidavit regarding the Complaint Petition and Affidavit of the Complainant, annexing therewith notary attested/self-attested supporting documents, if any, and send the same (in original) to the Authority serving a copy to the Complainant, both in hard and soft 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.
- C. The Complainant is directed to submit the Affidavit of service on the next date of hearing before the Authority.

Fix after **6(six) weeks** for further hearing and order.



(JAYANTA KR. BASU)

Chairperson

West Bengal Real Estate Regulatory Authority



(BHOLANATH DAS)

Member

West Bengal Real Estate Regulatory Authority



(TAPAS MUKHOPADHYAY)

Member

West Bengal Real Estate Regulatory Authority