

REAL ESTATE REGULATORY AUTHORITY, BIHAR
IN THE COURT OF SPECIAL PRESIDING OFFICER, RERA, BIHAR
 RERA/CC/231/2023

Rewati Ranjan Akhauri -----Complainant

v.

M/s Swarndurga Buildcon Pvt. Ltd. --- ----- Respondent

PROJECT – Akhauri Annex

19/05/2026

ORDER

The complainant has filed this case to direct the respondent to construct the multi-storeyed complex, to complete the finishing work as per specification, to complete all pending obligations of marbling/ tiling, to install transformer and generator with new silent DG set, to handover the insurance bond/ certificate pertaining to the whole project, pay penalty, to pay cost of litigation and also to institute criminal prosecution and also any other relief/ reliefs which deems fit and proper. The complainant has further sought relief by filing an Interlocutory application to direct the respondent to complete the construction within three months and take necessary approval from the concerned departments including occupancy and completion certificate, to direct the respondent to distribute the parking space among the land owners and the respondents and to execute the agreement for distribution parking space, to direct the respondent to pay Rs.3,43,20,000/- to the complainant for making the delay in completion of the project as per the development agreement dated 15.12.2015 and to pay the interest as per current MCLR Rates + 2% on the principal amount of Rs. 3,43,20,000/- to the complainant.

2. The complainant's case in brief is that the complainant and the respondent entered into a land Development Agreement dated 15.12.2015 for development and construction of a multi-storeyed residential building upon the land consisting of a total area of 26400 sq. ft. situated in village Kanhauli Bishundutt P.S. Mithanpura (Khesara/ Plot number 3144 and 3145), Khata no. 63, Thana Number 411, District Muzffarpur. As per agreement, the Builder/ developer promised to get map sanctioned by the competent authority within 90 days and accordingly map was prepared and submitted and it was passed on 27.10.2016 by the competent authority

for construction of multi-storeyed building considering of B+G+8. A share Distribution Agreement dated 25.06.2016 was also prepared between the parties. Land Development Agreement dated 15.12.2015 was entered between the parties to the landowners consisting of total area of 26400 sq. ft. but the map passed and sanctioned on 27.10.2016 on the total areas of 29025 sq. ft. which shows the ill intention of developer of the respondent. The developer intentionally and deliberately with foul play published a brochure highlighting them the main features amenities, an outline of construction after the said complex by the intending purchasers for looking forward to have their dream home. The project in the name of Akhauri Annex was registered in RERA bearing registration No. BRERAP00129-2/261/r-468/2019. The complainant prima facie satisfied with the description of the project. The project was to be completed before the month of November, 2020 or in exception circumstances with a grace period of six months, the same should have been completed on or before the Month of May, 2021. The developer till date has not done the same and the complainant is in empty hands. In course of visit of inspection, the complainants found that there are various infirmities being committed by the developers during the construction process and has committed breach of the provisions of the RERA Act, 2016. The respondents are liable for penalty and complete the pending construction work as per development agreement.

3. The respondent filed a reply and the learned counsel for the respondent stated that this case is to be dismissed on the basis of his reply. The respondent has stated in his reply that the complaint has been filed with mala fide intention as the complainant is not allowing the respondents to complete the project, which has occurred multiplicity of suits/ complaints and to commit fraud upon the respondents and he had done all illegal activities. The respondent company through its Director, namely, Anil Kumar Pansari entered into three developments agreements in this complaints (the complainants and other six persons) for construction of a residential complex namely Akhauri Annex. On dated 15.12.2015 pertaining to khata no. 63, Khesra No. 3144 and 4143 having an area of 26400 sq. ft. , second Development agreement was entered and signed between the respondent company and the complainant vide development agreement dated 16.12.2015 pertaining to khata no. 63 khesra no. 3144 and 3145 and the area of 6512 sq. ft. and a third and last development agreement was entered and signed between the respondent company

and the complainant vide development agreement dated 25.01.2016 pertaining to khata no. 63 khesra no. 3144 and 3145 having an area of 5280 sq. ft.. Further it was agreed between the parties and the respondent company to develop total two blocks i.e. Block-A and Block-B. As a security deposit, complainant paid Rs. 42,50,000/- to the respondent, which was refundable in future. The respondent has further paid Rs. 15,00,000/- to the complainant which was non-refundable. An agreement dated 25.06.2016 for distribution of flat was made and executed between the respondent and the company. The map was sanctioned by the competent Authority on 29.10.2016 and it was registered in RERA vide Registration Certificate No. BRERAP00129-2/261/R-468/2019. It was granted for a period up to 30.06.2020 vide order dated 27.02.2019. The construction of Block-B is on the verge of completion and the respondent is willing to hand over the physical and peaceful possession of the flats to its respective consumer/ allottees and all works are being completed by best quality materials in compliance with the prescribed standards. As per the agreement the complainant has to take 48% of total area and he is ready to take in less in Block-A. Construction of Block-A has been delayed and hampered due to the constant negligence and ignorance on part of the complainant. The respondent had prepared a map of Block-A and presented it several times before the Complainants for signing the same so that the respondents could submit before the Muzaffarpur Municipal Corporation for sanction of the same. Whereas the complainants are deliberately not signing the map of Block A and the same is causing mental harassment and great financial loss to the respondent. There were old shops in the premises which were agreed to be demolished by the parties, whereas the complainants have allowed the respondent to demolish only two blocks and due to it construction work was completed.

3(i). The complainants unilaterally got the Development Agreement dated 16.12.2015 cancelled vide Deed of cancellations dated 14.08.2023 and it was signed and executed pertaining to khata no. 63, khesra No. 3144 and 3145 having an area of 6512 Sq. ft. The aforesaid cancellation unilaterally by the Registrar, Muzaffar is illegal and it has been challenged before the Civil Court. Due to it the respondents are in financial loss and it was also loss of the revenue of the State Government. The Complainant has also executed another development agreement with another developer/ builder pertaining to khata no. 63, khesra no. 3144 and 3145 having an

area of 26400 sq. ft. The Sub-Divisional Judicial Magistrate vide notice No. 4910 dated 11.08.2023 on request of Officer-in-charge P.S. Mithanpur, both the parties are ordered not to go to or around the dispute land and in addition to this, they should keep themselves away from riots and disputes. The notice is pertaining to the khata no. 63, khesra no. 3144 and 3145 having an area of 6 katha and 14 dhoor. The complainant has not provided the same to the respondents and the complainant has filed false and frivolous case against the respondents at the Muzaffarpur Nagar Nigam. The respondent is a reputed builder and had taken booking from the allottees/ consumers of the project namely 'Akhauri Annex', whereas the complainant with mala fide intention is not allowing the respondents to complete the project which would result into multiplicity of suits/ complaints.

4. After hearing and perusal of the record it is admitted fact that three development agreements were executed between the complainant and the respondents and it is also admitted fact that two agreements have been cancelled and cancellation deed has been executed by the Registrar of the competent jurisdiction. As per complainant those deeds, which have been cancelled, are of different lands and they have no concern with the land in this case, whereas as per respondent all the three deeds of agreement were part of each other and it was a large project and the parts of the agreements are also part of the other two deeds, which have been cancelled unilaterally before Sub-Registrar and the matter is subjudice in the civil court of competent jurisdiction. It has also been stated that by the respondents that copy of the notice by the Sub-Divisional Judicial Magistrate dated 11.08.2023 has been sent through Officer-in-charge, Mithanpur to remain themselves away from the disputed land. It has also been admitted by the complainant that a case in Civil Court is pending against cancellation of the development agreement as stated by the respondent. Only question arises whether the land in question, which is matter of this case, relates to the lands mentioned in other two deeds, which is challenged before the Civil Court or not.

5. After perusal of the record it appears that the land in question mentioned in this complaint case are also part of the same land which are mentioned in deed of cancellation. It is crystal clear that a civil suit is pending before the Civil Court of competent jurisdiction and the matter is subjudice regarding cancellation of

deeds. The reliefs sought for in this case depends upon the legality of cancellation of deeds as well as the title of the concerned land. Moreover, map of a part of the project itself has neither produced nor approved by the competent Authority. The obstacle made by complainant himself, the respondent is not able to complete the project. The matter is subjudice before the Civil Court of competent jurisdiction. A similar type of case was also filed before the Authority in 2023 and by order dated 15.04.2026 it has been held that the case is not maintainable as the matter is pending in the civil court of competent jurisdiction.

6. Considering the aforesaid facts and circumstances, this case is also not maintainable in the eyes of law or fact as the case is subjudice before the competent civil court. Accordingly, this case is dismissed.

Sd/-

(Vinod Kumar Tiwari)
Special Presiding Officer
RERA, Bihar