REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Single Bench of Hon'ble Inquiry Commissioner, Mr. Sanjaya Kumar Singh, RERA, Bihar.

RERA/CC/147/2025

Sri Ram Sikandar Kumar …Complainant

Versus

M/s. Soho Infrastructure Pvt Ltd. … Respondent

Project: SOHO BADRINARAYAN

Present: For Complainant: Adv. Sumit Kumar
For Respondent: Adv. Rahul Srivastava

ORDER

03.07.2026

1. Hearing taken up. Learned Counsel Shri Sumit Kumar was present on behalf of the Complainant. Learned Counsel Shri Rahul Srivastav was present on behalf of the respondent company.
2. The present matter was last heard on 19.03.2026 and the order was reserved and is being pronounced today.
3. The Complainant has filed the present complaint case against the Respondent company inter alia, contending that he had booked Flat No. A 303 situated on the 3rd Floor, having a super built-up area of 1030 sq. ft., along with one reserved car parking space on the Ground Floor, in the project namely "SOHO Badrinarayan", being developed over land bearing Khata No. 3 and Plot No. 5, situated at Mauza Sadikpur Jogi, P.S. Patrakar Nagar, District Patna, Bihar, for a total sale consideration of ₹30,00,000/-.
4. It is further averred by the Complainant that the Respondent/Promoter executed an Agreement for Sale dated

18.07.201 registered vide Deed No. 4641, in his favour upon receipt of an amount of ₹9,50,000/-. The Complainant has further submitted that, against the total sale consideration, he has paid a cumulative sum of ₹23,50,000- to the Respondent till date, and that only a balance amount of ₹6,50,000/- remains payable on his part as a proof of his claim, he has furnished Bank account statements.

5. It is further submitted by the learned counsel for the Complainant that, a few months after obtaining registration of the project under RERA, the Respondent/Promoter allegedly abandoned the project and left the state without completing the remaining development works. It has been contended that, thereafter, the allottees themselves undertook and financed the completion of the outstanding development works. According to the Complainant, the project is presently substantially complete and habitable in nature. It has further been averred by the complainant's learned counsel that the remaining development works were executed by the allottees from their own resources and by utilizing the balance consideration amounts payable under their respective allotment.
6. It is also submitted by the learned counsel appearing on behalf of the Complainant that the present Complainant, along with the other allottees of the project, has already taken physical possession of his respective unit and is in receipt of essential utility services.
7. It is further submitted that, despite the Complainant having been in possession and residing in the subject premises for nearly six years, the Respondent has failed to execute and register the absolute Sale Deed in respect of the allotted flat. Consequently, the Complainant has sought a direction for unilateral execution and registration of the Sale Deed in accordance with law.
8. That learned counsel on behalf of the Respondent submitted that several proceedings against the Respondent Company are presently pending before the National Company Law Tribunal, New Delhi,

under the provisions of the Insolvency and Bankruptcy Code, 2016. It was further submitted that the matter concerning the Respondent Company is listed before the NCLT on 27.04.2026 and that Ms. Santosh Goel has been appointed as the Resolution Professional by the NCLT, Principal Bench, New Delhi, in accordance with the provisions of the Insolvency and Bankruptcy Code, 2016.

9. It was further submitted by the learned counsel appearing on behalf of the Respondent that several allottees in the project are yet to pay substantial amount towards the sale consideration payable to the Promoter. It was contended that the principal issue requiring determination is the account into which such outstanding dues are to be deposited by the concerned allottees.

10. Perused the record and submissions made by the learned counsels of both the respondent and the Complainant.

11. The Bench in proceeding dated 11.02.2026 had directed both the learned counsels to file their respective written notes of arguments, setting out the complete facts and circumstances of the case, within a period of fifteen days. However, despite the said direction, the Respondent has failed to file any reply or written submission within the stipulated time and even till date.

12. The Bench observes that the Hon'ble Apex Court, in several decisions, has consistently affirmed the legal position that when a respondent, despite being duly served with notices and granted repeated opportunities, fails to file a reply, it is deemed that the respondent has waived the right to present its defence. In view of this settled principle of law, the Bench is left with no other alternative but to proceed without the respondent's reply. As there exists no sufficient justification to further delay the adjudication of the matter, the Bench is therefore constrained to decide the present case on the basis of the pleadings, documents, and evidence available on record.

13. The Complainant, during the proceedings dated 19.03.2026, submitted that the matter concerning the Respondent Company has been pending before the National Company Law Tribunal, New Delhi since 2021. It was further stated that, since the Complainants are already in occupation of the subject flats, they are willing to pay the remaining balance of the consideration amount and to bear the expenses for unilateral registration of the sale deeds, in view of the Respondent/Promoter's unwillingness to undertake the necessary steps for execution and registration of the absolute Sale Deeds.

14. The bench observes that refusal of the promoter to execute and register the absolute sale deed in favour of the Complainant, despite receipt of the sale consideration and his peaceful possession of the said flat, amounts to an arbitrary deprivation of property rights. Article 300A of the Constitution of India mandates that no person shall be deprived of his property except by authority of law. In the present case, once the Complainant has discharged all contractual obligations and has been placed in settled possession, a corresponding legal right accrues in his favour for execution of absolute deed. Any denial or withholding of such conveyance without sanction of law results in unlawful deprivation of his proprietary rights.

15. Furthermore, the said conduct also infringes Article 21 of the Constitution of India, which guarantees the right to life and personal liberty and has been expansively interpreted to include the right to live with dignity, security, and peaceful enjoyment of one's home. The failure to execute the sale deed creates uncertainty over his lawful title, thereby affecting his ability to freely enjoy, secure, and deal with the property. Such denial of complete legal recognition of ownership impinges upon the Complainant's right to dignified housing and peaceful enjoyment of shelter, which forms an essential component of Article 21.

16. The Hon'ble Supreme Court in the Case of **Mansi Brar Fernandes Versus Shubha Sharma and anr**. *2025 SCC OnLine SC 1972* while reinforcing the principle laid down in the case of ***Pioneer Urban Land and Infrastructure Ltd v. Union of India (****2019) 8 SCC 416* has held that

> *22. "Ultimately, this is a matter of policy. Falling within the exclusive domain of the Government, it cannot remain a silent spectator. The Government is constitutionally obliged to protect the interests of home buyers and the economy at large….Before parting, we observe that the right of housing is not merely a contractual entitlement but a facet of the fundamental right to life under Article 21."*,
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> *"Genuine home buyers represent the backbone of India's urban future, and their protection lies at the intersection of constitutional obligation and economic policy. Through these directions, this Court seeks to restore faith in the regulatory and insolvency framework, better speculate to misuse, and ensure that the dream home of India's citizens does not turn into a lifelong nightmare."*

17. It is clear that the respondent promoter has received the substantial consideration amount pertaining to Flat Number B-201 in the Impugned Project and has also handed over the said flat to the complainant for residing in the same, but despite the occupation being enjoyed by the complainant the ownership of the said flat, has not been confirmed in favour of the complainant, as the respondent has not executed the sale deed of the said flat number B 201 in favour of the complainant.

18. The bench has also given a serious consideration to the points raised by the complainant mentioning therein that he has got the remaining work completed at his own cost by utilising the remaining consideration amount to be paid to the respondent. The complainant has however failed to submit concrete/Substantial evidences pertaining to his above said submission. The complainant has also not brought on record any consent of the respondent for doing the

same. Hence the bench observes that the complainant is liable for payment of the remaining consideration amount.

19. The respondent is therefore directed to execute the sale deed in the favour of the complainant, after taking the remaining consideration amount of Rs ₹6,50,000/- within a period of 60 days from the date of this order.

20. The complainant is directed to deposit the remaining consideration amount of Rs ₹6,50,000/- in the RERA Project account i.e. Corporation Bank, Branch Name: Vasundhara, Account No: 510101006521543, IFSC Code: CORP0002106 and hand over a copy of the receipt of the same to the promoter within a period of 30 days from the date of this order.

21. In case the promoter-respondent fails to execute and register the sale deed even after receipt of the remaining consideration amount of rupees ₹6,50,000/- in favour of the complainant within a period of 60 days from the date of this order, the complainant shall approach the appropriate authority that is the Patna Municipal Commissioner for getting the sale deed executed unilaterally as per Section 21 of Bihar Apartment Ownership Act, 2006. It is made clear that, in case the respondent fails to execute the sale deed in 60 days, he shall be liable for a penalty under section 63 of the Act.

22. The Municipal Commissioner, Patna is requested to verify the payment of the remaining consideration amount of Rs.6,50,000 in RERA Project Account by the complainant and after due verification and on being satisfied about the same shall issue a certificate for registration of the unilateral sale deed in favour of the complainant with respect to Flat No. A 303 situated on the 3rd Floor, having a super built-up area of 1030 sq. ft., along with one reserved car parking space on the Ground Floor, in the project namely "SOHO Badrinarayan", being developed over land bearing Khata No. 3 and Plot No. 5, situated at Mauza Sadikpur Jogi, P.S. Patrakar Nagar,

District Patna, Bihar the entire cost of which shall be borne by the complainant along with the registration fees, stamp duty and other statutory costs.

23. The District Registrar is also directed to register the unilateral sale deed prescribed before him by the complainant with respect to the above-mentioned flat in favour of the complainant on payment of the entire cost of registration by the complainant as given in the preceding paragraph.

With the above directions, the present complaint stands disposed of.

Sd/-

Sanjaya Kumar Singh
Inquiry Commissioner
RERA Bihar