

REAL ESTATE REGULATORY AUTHORITY, BIHAR
Before the Bench of Inquiry Commissioner, Mr. Sanjaya Kumar Singh,
RERA, Bihar

RERA/CC/336/2025

Gaurav Pandey

.....Complainant

Vs

M/s Redbrick Infrabuild Pvt. Ltd.

.....Respondent

Project: Redbrick Empire

Present: For Complainant: Mr. Sharad Shekhar, Advocate
For Respondent: Mr. Raju Kumar, Advocate

18/09/2026

ORDER

The matter was last heard on 08.04.2026 when learned counsel Mr. Sharad Shekhar appeared for the complainant along with Mr. Gaurav Pandey, the complainant. Mr. Raju Kumar, learned counsel appeared on behalf of the respondent company along with Mr. Anjesh Kumar, the Managing Director of the respondent company.

2. Both the parties were directed to file written notes of argument in their favour but they failed to do so even after a lapse of over four months. Hence, the order is being pronounced on the basis of the material available on record.

3. Learned counsel for the complainant has submitted that despite the mutation of the land parcel admeasuring 1200 sq.ft. in the project named Redbrick Empire bearing Khata No. 97, Khesra No. 682 in Mauza Baghakaul, Circle Office Bikram, District Patna was purchased by him from the respondent company vide absolute sale deed No. 8887 dated 31.08.2021 for a consideration amount of Rs.4.50 lakh. The complainant has further submitted that the execution of the sale deed and also mutation of the land has been done in his favour, but the physical possession of the land has not been handed over to the complainant till date. Later on, on enquiry from the Circle Office concerned, he was informed that the said land over which the mutation has been done is recorded as Gairmajarua Malik and also in several other similarly placed land parcels the mutation was not being done on the ground that the same was a Government land.

4. The complainant has prayed for a direction to the respondent to handover the physical possession of the land parcel free from all hassles and defects.

5. Learned counsel for the respondent denies the statement of the complainant mentioning therein that the land has already been mutated in favour of the complainant which makes it clear that it is not a Government land but a private land and since the mutation has already been done in favour of the complainant, now the question of handing over of the said land does not exist and hence, this case is fit to be closed.

6. On perusal of the record and on hearing the submissions of both the learned counsels as well as the complainant and the Managing Director of the respondent company, the Bench observes that despite the fact that the sale deed has been executed in favour of the complainant and the mutation of the land has been done, but the ultimate objective of purchase done by the respondent has not been fulfilled and he has not got the legal right over the purchased land till date. The Bench observes that the responsibility on the part of the respondent cannot be absolved by merely executing the sale deed in favour of the complainant and hence, the contention of the respondent appears to be totally misconceived and untenable.

7. It is the prime responsibility of the respondent, after obtaining the consideration amount, to convey a valid marketable and legally transferable title of the property (land) to the purchaser as per the provisions of law. By not disclosing the fact that the said land has been recorded as Gairmajarua Malik in the record of rights and therefore, executing and registering a sale deed pertaining to the said property established the wrongful and misconceived intention of the respondent and thus, does not absolve him (respondent) from his liability arising out of defects in title, misrepresentation, suppression of material facts or failure to a legally transferable interest in the property. In such a case, where the property is subsequently found to suffer from legal infirmities or encumbrances rendering the purchaser incapable of enjoying the fruits of ownership, it is the prime responsibility of the seller (respondent) under the provisions of the Transfer of Property Act, 1882 to transfer a legally valid land free of all encumbrances and defects in the title of the same. Section 55 of the Transfer of Property Act, 1882 explicitly states as follows:

55.(1) The seller is bound

(a) to disclose to the buyer any material defect in the property (or in the seller's title thereto) of which the seller is, and the buyer is not aware and which the buyer could not with ordinary care discover.

An omission to make such disclosures as are mentioned in this section/ clause (a) and paragraph (5) clause (a), is fraudulent.

8. The plea taken by the respondent in his counter reply and in his averments made during the hearing appeared to be a deliberate, misinterpretation and misrepresentation of material facts and an attempt to mislead and misguide this Bench. The assertion of the respondent that the nature of the subject land has been changed from Gairmajarua Malik to Raiyati land is wholly unsustainable, factually incorrect and unsupported by any cogent documentary evidence.

9. From the material available on record, it is evident that the respondent has not demonstrated compliance with the procedure prescribed as per the provisions of law and as per the directions issued by the Department of Revenue and Land Reforms, Govt. of Bihar. The respondent, therefore, has failed to establish and provide any cogent evidence in order to substantiate his claim that the land concerned is a raiyati land and not a Government land. The Bench, therefore, finds that the contention put forth by the respondent lacks credibility

and is unsupported by any substantive record and thus, appears to be a deliberate exercise to evade liability arising from the defective title of the property sold to the complainant.

10. Article 300 A of the Constitution of India mandates that no person shall be deprived of his or her property save by authority of law. In the present case, although the sale deed in respect of the subject property has been duly executed and registered in favour of the complainant upon payment of the entire sale consideration and fulfilment of all contractual obligations, the subsequent avoidance by the respondent to handover the possession of a defect free land parcel has deprived the complainant of the true enjoyment and recognition of his proprietary rights over the said land parcel.

11. The execution and registration of the sale deed created a legitimate expectation in favour of the complainant that he had acquired a valid and marketable title over the property. However, owing to the defects in the said title and the inability of the respondent to convey a legally transferable interest in the land, the complainant has been prevented from enjoying the true ownership recognised under law. Such a situation has the effect of substantially impairing the complainant's property rights and undermining the very purpose for which the property was purchased.

12. Furthermore, the aforesaid circumstances also infringe upon the protections guaranteed under Article 21 of the Constitution of India. The right to life and personal liberty has been expansively interpreted by the constitutional courts to encompass the right to live with dignity, security and peaceful enjoyment of one's home and property.

13. The respondent's failure to ensure the transfer of a clear, valid and legally recognizable title has thus not only caused financial loss and hardship to the complainant but has also adversely affected his right to secure housing, peaceful possession and dignified enjoyment of property.

14. Nevertheless, it is clear that the respondent has enjoyed the full economic benefit out of the amount paid by the complainant and hence, the respondent is liable for handing over the possession of a land parcel of similar nature (in case it is not possible to handover the possession of the impugned land parcel) free of defect and encumbrances within a period of 60 days from the date of passing of this order.

15. It is made clear that in case it is so required, the respondent shall accordingly rectify the executed deed through a registered rectification deed of agreement and shall handover the possession of the new land parcel of similar nature with the consent of the complainant. The complainant is also directed to provide all possible help and support to the respondent in compliance of the directions given hereinabove.

16. As regards claim for compensation is concerned, the complainant is at liberty to press the same before the A.O. (Adjudicating Officer) as per the provisions of the Real Estate (Regulation and Development) Act, 2016.

With the aforementioned directions and observations, this case is disposed of accordingly.

Sd/-

(Sanjaya Kumar Singh)
Inquiry Commissioner,
RERA, Bihar