



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

RERA/CC/242/2024

Himanshu Dubey

... Complainant

Versus

M/s. DDL Infratech Pvt. Ltd.

... Respondent

Project: DDL Woods, Bihta

Present: For Complainant: Adv. Dhanendra Chaubey
For Respondent: Adv. Rabindra Kumar

ORDER

20.03.2026

1. Hearing taken up. Adv. Dhanendra Chaubey was present on behalf of the Complainant. Adv. Rabindra Kumar was present on behalf of the respondent company.
2. The present matter was last heard on 02.12.2025 and the order was reserved and is being pronounced today.
3. The Complainant has filed the present complaint case against the Respondent company, stating that the Respondent No. A is a company registered under the Companies Act, 1956, bearing Registration No. U45200BR2010PTC016208. The Respondent company is also registered under RERA for its project namely "Agrani Woods", bearing Registration No. BRERAP00496-4/676/R-369/2019, and is engaged in the business of real estate development, including developing land and selling plots. It is further stated that the Respondent company purchased several plots/lands in Mauza

Akhtiarpur and Babhanlai under Bihta Anchal, District Patna. The Director of the Respondent company executed a Registered Sale Deed No. 14075 dated 16.04.2012 in favour of the Complainant in its project “Agrani Woods”, details of which are as follows: Plot No. PD-12 having an area of 13,610 sq. ft., List Serial No. 20 (Computer Code), bounded by North – 60 ft. wide road of the developer, South – Plot No. PD-13 of the developer, East – 30 ft. wide road of the developer, and West – Plot No. PD-8 of the developer. The Respondent company had agreed to construct a bungalow-type duplex residential house on the said plot. However, subsequently, the Respondent company allotted the said plot to another allottee and, in exchange, allotted another plot situated in Mauza Babhanlai, just south of Plot No. 3506, Khata No. 173 belonging to Dr. Gaurav Dubey (son of Dr. Madan Dubey), and handed over possession orally. It is further submitted that the Respondent company executed Registered Sale Deed No. 7638 dated 28.09.2020 in favour of Dr. Gaurav Dubey, wherein the name of the Complainant is mentioned in the southern boundary. The Complainant, through his father (Power of Attorney holder), repeatedly requested the Respondent company to execute a registered deed of exchange; however, the Respondent company kept delaying the matter on one pretext or another. Thereafter, due to the persistent inaction of the Respondent company, the Complainant sent a notice dated 15.04.2024 to the Respondent company by registered post, requesting execution of the deed of exchange to confirm his possession, but the Respondent company deliberately refused to receive the said notice. Consequently, the Complainant has been left with no alternative but to approach this Hon’ble Authority for redressal of his grievances and prays that the Respondent company be directed to execute the Deed of Exchange for the plot in possession of the Complainant.

4. Perused the records of the case. The Respondent has filed a counter affidavit dated 23.06.2025 and notes of argument dated 02.12.2025 stating therein that the impugned project was initiated around 2009–10 in areas outside municipal limits, anticipating future development in Bihta, including airport and highways. Land was gradually purchased, and customers entered into contingent arrangements, obtaining sale deeds despite there being no demarcation, roads, or basic development at the site. The project existed only on paper with informal approval from the Mukhiya, and actual development was delayed due to non-payment by customers, non-availability of land from certain raiyats, and changes in layout plans. The Respondent further states that financial difficulties worsened after a failed loan transaction in 2016, where the company was allegedly defrauded. Due to these constraints, plots could not be delivered as per the original plans, and alternative plots or refunds were offered to the customers. The Respondent maintains that the Complainant's plot is not available as per the original plan and that execution of an exchange deed is not possible due to lack of clear title and ongoing land disputes. It has also been contended by the respondent that the complaint is not maintainable, as it has been filed through a representative with an alleged conflict of interest. The Respondent asserts that the Complainant and his representative exerted pressure for allotment in a preferred location and inclusion of names in boundary descriptions. Further, the Respondent argues that the project's RERA registration itself is questionable, as it was based on a layout approved by a Mukhiya rather than a competent authority. The respondent also refers to the tribunal's decision and submits that this Authority lacks jurisdiction to hear the present case. The Respondent emphasizes that it has been refunding amounts to several allottees where possession could not be given and he is always willing to either refund the

Complainant's amount in instalments or provide an alternative land subject to availability of the same. Accordingly, the Respondent prays for dismissal of the complaint on grounds of lack of maintainability and jurisdiction.

5. The complainant has filed a rejoinder dated 21.07.2025 stating therein that the present complaint has been filed requesting for a direction to be given to the Respondent company to execute a Deed of Exchange in respect of the plot situated on the southern side of Plot Nos. 3506 and 3507, Khata Nos. 173 and 311, Mauza Babhanlai, which has been in the possession of the Complainant since 2019 based on the Respondent's assurance. The Complainant states that he had earlier purchased Plot No. PD-12 admeasuring 13,610 sq. ft. in Mauza Akhtiarpur through Registered Sale Deed No. 14075 dated 16.04.2012 and has developed the same by constructing boundary walls and undertaking horticulture activities, thus spending a huge sum of money. However, the said plot was subsequently found to be unavailable, and the Respondent company allotted an alternative plot in Mauza Babhanlai, handing over the possession of the same orally. It is contended that the Respondent company's plea regarding absence of demarcation and development is contradictory to the clear boundaries and roads mentioned in the registered Sale Deed. The Complainant further submits that objections raised regarding maintainability and representation through Power of Attorney are baseless, as the complaint has been validly filed through his father. The Complainant asserts that full consideration along with development charges has been paid, and the Sale Deed executed was an absolute sale, not a contingent contract. The Complainant further alleges that the Respondent company has misrepresented facts, possibly defrauding him and other purchasers, and has failed to disclose disputes relating to the land. It is further stated that sufficient

land remains available in Plot Nos. 3506 and 3507, and the Complainant is already in possession of a portion thereof, thus there is no impediment in executing the Deed of Exchange. The Respondent's conduct is stated to be violative of the provisions of the RERA Act. Accordingly, the Complainant maintains that this Authority has jurisdiction and prays for a direction to the Respondent company to execute the Deed of Exchange in respect of the plot in his possession to confer valid title.

6. Upon consideration of the pleadings, documents available on record, and submissions advanced by the parties, this bench finds that it is an admitted position that the Respondent company had executed Registered Sale Deed No. 14075 dated 16.04.2012 in favour of the Complainant, and that the originally allotted plot is no longer available. It is further evident that the Respondent company has handed over possession of an alternative plot to the Complainant in Mauza Babhanlai, though without executing a registered Deed of Exchange. The contention of the Respondent company regarding lack of demarcation, financial constraints, or internal disputes cannot be allowed as an alibi to jeopardise the genuine rights of the Complainant arising out of a registered sale deed and subsequent possession. The plea regarding maintainability and jurisdiction is also not tenable in the facts of the present case, as the grievance pertains to failure of the respondent in honouring its commitments by conveying the title to the complainant in a project which has been registered with the Authority.
7. Accordingly, the Respondent company is hereby directed to execute and register a Deed of Exchange in favour of the Complainant with respect to the plot presently in his possession, situated on the southern side of Plot Nos. 3506 and 3507, Khata Nos. 173 and 311, Mauza Babhanlai, within a period of 60 days from the date of passing of this

order. In the event the Respondent company fails to comply with the above direction within the stipulated period, the Complainant shall be at liberty to seek appropriate legal remedies in accordance with law.

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

Sd/-

Sanjaya Kumar Singh
Inquiry Commissioner
RERA Bihar