



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

RERA/CC/265/2025

Dr. Kiran Chaudhary @ Kiran Kumari

... Complainant

Versus

M/s. Grih Vatika Homes Pvt Ltd.

... Respondent

Project: VIP Residency

Present: For Complainant: Adv. Sumit Kumar
For Respondent: Adv. Mohit Raj

ORDER

03.08.2026

1. Hearing taken up. Learned Counsel Shri Sumit Kumar was present on behalf of the Complainant. Learned Counsel Shri Mohit Raj was present on behalf of the respondent company.
2. The present matter was last heard on 14.07.2026 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 a Registered Agreement for Sale dated 01.02.2014 was executed between the parties in respect of 2 BHK Flat No. 108, admeasuring approximately 1181 sq. ft., situated in VIP Residency, along with a reserved parking space and proportionate share of land. It is further submitted by the Complainant that, at the time of execution of the Agreement for Sale, she paid a sum of Rs. 11,32,268/- towards the total consideration

amount of Rs. 41,61,100/-. Thereafter, she allegedly paid an additional sum of Rs. 29,36,000/- to the Respondent, against which receipts were issued. Accordingly, the Complainant claims to have paid a total sum of Rs. 40,68,268/- towards the sale consideration. However, notwithstanding the payment of more than 95% of the total consideration amount by the Complainant, the said flat remains incomplete and has not been handed over to the Complainant till date.

4. Learned counsel for the Complainant further submitted that the Complainant had made substantial payments towards the sale consideration long ago, with the first payment having been made in the year 2014. It was further submitted that the Complainant is ready and willing to pay the balance consideration amount, if any, in accordance with the terms of the Agreement. Accordingly, learned counsel prayed that this Authority be pleased to direct the Respondent to hand over vacant and peaceful possession of the booked flat to the Complainant. It was further prayed that, pending such handover, the Respondent be restrained from creating any third-party rights, title, or interest in respect of the said property.
5. The learned counsel for the respondent submits that the complainant has been erratic in making payment of due instalments and hence the flat could not be handed over to her in time and that flat is completed and the respective flat owners are already residing in the said flat. The respondent company further submits that the impugned flat No 108 is not available anymore and hence they are ready to furnish an alternative flat.
6. This Bench, vide its order dated 07.01.2026, observed that the Respondent had accepted the entire amount paid by the Complainant without raising any objection. It was further noted that the

Respondent had neither refunded the said amount nor issued any notice to the Complainant disputing or rejecting the payments made by her. Such conduct, prima facie, reflected negligence and dereliction on the part of the Respondent. Accordingly, this Authority deemed it appropriate to restrain the Respondent from alienating, transferring, or creating any third-party rights in respect of Flat No. 108, Deluxe Block, First Floor, until the final disposal of the present complaint.

7. Subsequently, upon the Complainant bringing to the notice of this Authority the continued non-cooperative, dilatory, and evasive conduct of the Respondent, and considering the circumstances of the case, this bench found it necessary, in order to safeguard the interests of the Complainant and to preserve the subject matter of the proceedings, to extend the interim protection by imposing a restraint on the sale, transfer, or creation of any third-party rights in respect of all the flats comprised in the said project until further orders.
8. The Bench in proceeding dated 14.07.2026 provided an opportunity to both complainant and respondent to resolve the issue through mutual settlement.
9. The complainant, Dr. Kiran Choudhary @ Kiran Kumari, and the respondent, pursuant to the order of this Court directing the parties to explore an amicable resolution, entered into a mutual settlement/undertaking dated 20.07.2026. As per the terms thereof, the complainant had originally booked Flat No. 108, measuring 1181 sq. ft., situated on the first floor of the project “VIP Residency”, along with one reserved car parking space in the basement and proportionate share in the land, for a total consideration of Rs. 41,61,100/-. The respondent acknowledged that an amount of Rs. 40,68,268/- had already been paid by the complainant towards the

said booking pursuant to the Agreement for Sale dated 01.02.2014. The respondent further stated that, owing to unavoidable circumstances, it was not in a position to execute the sale deed in respect of Flat No. 108 in the RERA-registered project “VIP Residency”, bearing Registration No. BRERAP00165-6/253/R-81/2018 dated 09.07.2018, and therefore offered the complainant an alternative Flat No. 106, measuring 1090 sq. ft. super built-up area, in the same project, along with one car parking space and the applicable amenities.

10. Further, the complainant, after inspecting Flat No. 106 in the presence of the respondent’s authorised staff and her counsel and being fully aware of its status, agreed to accept the said alternative flat and expressed her willingness to take possession thereof upon completion of the project. Accordingly, both parties, having voluntarily arrived at the aforesaid mutual settlement, agreed to proceed with the registration/sale deed of Flat No. 106 in substitution of the originally booked Flat No. 108, on the terms and conditions recorded in the undertaking/mutual settlement petition dated 20.07.2026.
11. The parties further agreed under the undertaking dated 20.07.2026 that the respondent shall execute the sale deed of Flat No. 106 within 30 days of the undertaking and hand over its physical possession, along with the car parking space, promised amenities, specifications and possession letter, by the end of January 2027. The respondent also undertook to provide all amenities stipulated in the Schedule to the Agreement for Sale dated 01.02.2014 and to adjust/refund, as applicable, the proportionate consideration corresponding to any reduction in the super built-up area, particularly the reduction from

1181 sq. ft. to 1090 sq. ft., with interest as may be determined by the Adjudicating Officer.

12. Perused the record and submissions made by the learned counsels of both the respondent and the Complainant.
13. Upon consideration of the material available on record, this Authority is satisfied that the respondent-promoter and the complainant have voluntarily arrived at a mutual settlement, whereby the grievance forming the subject matter of the original complaint relating to possession of the originally allotted unit stands substantially resolved. Pursuant to the settlement, the complainant has agreed to accept Flat No. 106 in substitution of the originally booked Flat No. 108, subject to adjustment/refund of the consideration attributable to the difference in the area of the two units and subject to the other terms and conditions embodied in the undertaking dated 20.07.2026. The respondent-promoter has, in unequivocal terms, undertaken to execute the requisite sale deed and deliver vacant and physical possession of the substituted unit, together with the stipulated car parking space, amenities, specifications and possession letter, on or before the end of January 2027. The said undertaking, having been voluntarily given before the Authority and forming the basis of the settlement between the parties, is binding upon the respondent and is required to be honoured in letter and spirit, in accordance with the settled principle of *pacta sunt servanda* agreements and undertakings voluntarily entered into must be respected and performed.
14. The respondent is, therefore, directed to strictly adhere to the terms of the undertaking and complete the requisite formalities and hand over possession within the stipulated period. It is made clear that the

settlement cannot be construed as conferring any indulgence or extension of time beyond that expressly agreed by the parties. In the event of failure or default on the part of the respondent-promoter to comply with the undertaking and the directions contained herein within the prescribed time, the same shall constitute non-compliance with the order of the Authority and shall invite appropriate consequences under the Real Estate (Regulation and Development) Act, 2016, including penalty under Section 63, as may be permissible in law. The complainant shall remain at liberty to seek such further reliefs, including compensation and interest, as may be available to her under the Act and the Rules of the Act.

15. It is, however, necessary to clarify that the mutual settlement arrived at between the complainant and the respondent-promoter operates primarily in respect of the individual grievance of the complainant and cannot, by itself, be construed as having the effect of obliterating or overriding the larger regulatory concerns arising in respect of the project in question. The Bench is required to exercise its statutory jurisdiction not merely with reference to the private arrangement between one allottee and the promoter, but also having regard to the interests of other allottees and the promoter's overall compliance with the provisions of the Act, the Rules and the orders passed by the Authority.

16. In the present matter, the record indicates that other complaints concerning the same project and the conduct of the respondent-promoter are pending consideration before this bench, and the past conduct of the promoter in complying with the directions of the Authority is also a relevant circumstance. The mere fact that the present complainant has agreed to accept an alternative unit pursuant to the undertaking dated 20.07.2026 cannot, therefore, ipso facto

furnish sufficient ground for lifting the restraint imposed in respect of the project as a whole. The principle of *salus populi suprema lex*, the welfare and protection of those affected being a paramount consideration assumes significance in the exercise of the Authority's regulatory jurisdiction. A settlement which brings quietus to an individual dispute cannot be permitted to prejudice the rights or interests of similarly situated allottees who are not parties to such settlement.

17. Accordingly, while the settlement may be acted upon for the purpose of resolving the complainant's individual claim, the question of vacating, modifying or continuing the project-wide restraint must be examined independently in the light of the promoter's compliance record, the number and nature of pending complaints, the status of the project and the interests of the remaining allottees. Whereas, upon perusal of the records of this Bench, it is evident that, apart from the present proceedings, three other matters arising out of the same project, namely "VIP Residency," developed by the respondent-promoter, are presently pending adjudication before this Bench. These include two execution proceedings, being Exe/422/2023 arising out of CC/714/2021, Mrs. Indu Tripathi v. M/s Grih Vatika Homes Pvt. Ltd., and Exe/423/2023 arising out of CC/715/2021, Mr. Manoj Kumar v. M/s Grih Vatika Homes Pvt. Ltd., as well as a complaint proceeding, namely CC/370/2024, Manoj Madan Jha v. M/s Grih Vatika Homes Pvt. Ltd.

18. The pendency of the aforesaid proceedings, particularly the execution cases, assume significance as they are a clean manifestation of non-compliance and non-enforcement of the orders already passed by the Authority in relation to the respondent-promoter and the same project. The Bench, while exercising its

regulatory and supervisory jurisdiction under the Act, is required to take into consideration not only the settlement of an individual allottee but also the larger interests of the allottees and the overall compliance status of the project. The principle *ubi jus ibi remedium* and the broader statutory mandate of protecting the interests of allottees require that the rights of parties who are not privy to the present settlement are not prejudiced by lifting the restraint imposed upon the project.

19. In view of the aforesaid circumstances, this Bench is of the considered opinion that the settlement arrived at in the present case, by itself, does not furnish sufficient ground for vacating the restriction imposed upon the project as a whole. The above imposed restriction shall, therefore, continue until the pending proceedings concerning the same project are appropriately resolved and the respondent-promoter demonstrates satisfactory compliance with the orders and directions of this Bench. Accordingly, the prayer for complete vacation of the ban/restraint over the project “VIP Residency” is not liable to be allowed at this stage. The settlement between the present complainant and the respondent shall, however, remain operative inter se the parties and shall be given effect to in accordance with its terms, without prejudice to the rights and remedies of the other allottees and the outcome of the pending proceedings.

20. The Bench in accordance with the above observation requests the I.G Registration to issue necessary direction to the District sub Registrar/ Sub Registrar concerned to vacate the restriction on the sale of Flat No 108 in Deluxe Block, on the 1st Floor and Flat 106 admeasuring super built up area of 1090sq ft in the same project

which was earlier imposed by the order interim order dated 07.01.2026.

21. It is made clear that the restriction imposed on the sale and purchase of all the Flats in the said project (except Flat no 106 and 108) shall remain in force till the further orders of this bench.
22. In case the promoter-respondent fails to comply with the above direction within a period of 60 days from the date of this order, he shall be liable for a penalty under section 63 of the Act apart from other penal action as per the provisions of law.
23. With the above directions, the present complaint stands disposed of.

Sd/-
(Sanjaya Kumar Singh)
Inquiry Commissioner,
RERA, Bihar