

REAL ESTATE REGULATORY AUTHORITY, BIHAR
IN THE COURT OF SPECIAL PRESIDING OFFICER, RERA, BIHAR
RERA/CC/ 291/2023

Anand Kanodia (M/s Pushpanjali Infra Homes (L.L.P.)-----Complainant

Vs

Shri Jiyalal Sah and others

-----Respondent

Project: T.N. Tower

29/04/2026

ORDER

The complainant has filed this case (i) to direct the respondent to execute Share Distribution Agreement as per Development Agreement, (ii) to direct the respondent abstaining from the site of the construction area and to fix the liability upon the respondent to facilitate the construction until the completion of the project and also (ii) to penalize the respondent as per the RERA Act, 2016.

2. The complainant case in brief is that the complainant has executed a Development Agreement dated 25.05.2017 for the development of Project 'T.N. Tower' in the district Muzaffarpur which has been registered in the name of his grandfather (Tunnu Sah) and father of the respondent which fall under jurisdiction of Gram Panchayat Motipur, now come under jurisdiction of Muzaffarpur Nagar Nigam. The complainant has applied for registration in RERA, Bihar and it was rejected in the year 2018 as

the project was not sanctioned by the project by RERA Authority. After the plan sanctioned by Muzaffarpur Nagar Nigam, the project was registered as RERA registration No. BRERAP22546-3/73/R-1384/2022. After getting approval, the complainant initiated the development work of the project, then one of the respondents Vijay Kumar Vijay Kumar, Respondent No. 2 is creating hindrance in the construction work and making illegal demand to the complainant and he is in habit to create disturbance by filing concocted allegation to the different Government officials, including creation obstacle in RERA registration. The landowners concealed the actual fact that the respondent no.3 has earlier dispute over the property. As per the development agreement the completion of the project was to be done within three years with a grace period of six months and it was also in the agreement that Force Majeure and Covid 19 period includes Force Majeure. The validity of the development agreement is not lapsed and is still in force. The landlord and the developers had to execute a supplementary agreement for distribution of the constructed area which has been not executed by the respondent till date, in spite of several requests made by the developer in this regard. The developer has incurred a huge amount in it and in absence of distribution agreement the booking is not being made. The developer is in process of filing

damage suit before suitable court of law against the landowners to recover the loss. The landowners had continuously threatening and blackmailing the developer that if the amounts were not provided, they will create the disturbance at site and stop the construction work. All the other landowners are happy and content with the construction work and have never created any nuisance except Vijay Prasad, who is a trouble minded and litigant in nature. The respondent no.3 is his brother and his wife and children are in constant fear from him and have lodged cases before the court and the police authorities against him. The complainant somehow managed to caste a building upto fourth floor in which company has exhausted much money to complete the project but due to non-execution of supplementary agreement for distribution of the flats which is a great loss.

3.The learned counsel for the complainant stated that the respondent is not taking interest hence this case is to be disposed of on the basis of the materials available on record.

4.After perusal of the record it appears that the respondent appeared in this case only one time but he has not filed any reply,so it is just and proper to dispose of this case on the basis of the materials available on record. After perusal of the case record it appears that the complainant is builder whereas the respondents are

landowners and there are several litigations between the landlords and the builder.

5. The main plea of the complainant is that he wants to direct the respondents to enter into a supplementary agreement for share distribution which itself clears that the matter is for share distribution and the share distribution is not the jurisdiction of the Authority as the plea itself clears that there was no distribution of share development agreement of sale when it was executed between the landowners and developers.

6. In the absence of any such clause this Court has no jurisdiction to direct anybody to enter into an agreement of share distribution. Such type of relief may be raised before the competent civil court having jurisdiction of it. Considering the aforesaid facts and circumstances, this complaint case appears to be not maintainable before this Authority either in the eye of law or on facts and as such this complaint case is dismissed.

Sd/-

(Vinod Kumar Tiwari)
Special Presiding Officer
RERA, Bihar

