



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

RERA/CC/303/2024

Girija Jha

... Complainant

Versus

M/s. Sarita Sharda Construction Pvt. Ltd.

... Respondent

Project: Girija Residency

Present: For Complainant: Adv. Satish Chandra Jha
For Respondent: None

ORDER

15.05.2026

1. Hearing taken up. Adv. Satish Chandra Jha was present on behalf of the Complainant. None appeared for the respondent company.
2. The present matter was last heard on 03.02.2026 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 the present complaint has been filed by the complainant/land owner against the respondent builder/developer in relation to the project "Girija Residency" situated at Basudeopur, Sunderpur Bela, Darbhanga. The complainant has prayed for restraining the respondents from selling or executing sale deeds in respect of flats falling under the complainant's 40% share as determined under the Share Distribution Agreements dated 11.08.2014 and 19.06.2015, and for payment of more than Rs.1 Crore allegedly due from the builder towards consideration amount collected against the complainant's share of flats.

4. The case of the complainant is that a Development Agreement dated 12.12.2012, registered on 13.12.2012, was executed between the complainant/land owner and M/s Sarita Sharda Construction Company Pvt. Ltd. for construction of four residential towers namely A, B, C and D over 78 decimals of land. As per the agreement, the complainant was entitled to 40% share and the builder to 60% share in the project. Thereafter, separate Share Distribution Agreements were executed allocating specific flats in Towers A, B, C and D to the complainant.
5. It is alleged that though Towers A and B were partially completed, Tower C remained incomplete and construction of Tower D was never commenced within the stipulated period ending on 12.05.2019. Subsequently, an agreement dated 22.10.2020 was executed whereby the builder agreed to commence construction of Tower D by 01.06.2021, failing which the development agreement would stand cancelled. Accordingly the builder failed to comply with the said condition, resulting in cancellation of the development agreement.
6. The complainant has further alleged that the respondents illegally sold several flats belonging to the complainant's share without consent and failed to remit the sale consideration. It has also been alleged that certain sale deeds were executed fraudulently in collusion with the registering authority despite prior objections and pending litigations. Aggrieved thereby, the complainant has sought appropriate directions against the respondents under the provisions of the RERA Act and Rules.
7. Perused the records of the case. The complainant has filed a written argument dated 10.02.2026 stating therein that the present complaint has been filed by the complainant/land owner seeking restraint upon the respondents from selling or executing sale deeds in respect of flats falling under the complainant's 40% share in the project "Girija Residency", situated at Basudeopur, Sunderpur Bela, Darbhanga, and for payment of more than Rs.1 Crore allegedly due from the builder.

The complainant submits that a Development Agreement dated 12.12.2012 was executed between the parties for construction of four towers namely A, B, C and D. As per the agreement, the complainant was entitled to 40% share in the project. However, the respondents failed to complete the project within the stipulated period and also failed to commence construction of Tower 'D'. Subsequently, a mutual agreement dated 08.12.2024 was executed between the parties whereby the builder admitted liability and agreed to pay Rs.1.22 Crore and Rs.99.91 Lakhs towards dues. It is alleged that despite such agreement, only Rs.7 Lakhs has been paid till date. Hence, the complainant has prayed for enforcement of the mutual agreement and protection of her share in the project.

8. In view of the facts and circumstances of the case, pleadings available on record, written argument filed by the complainant and considering the fact that despite repeated opportunities and publication of notice in newspaper, the respondent company failed to appear before this Bench on any of the dates fixed in the matter, this Bench proceeds ex-parte against the respondents.
9. From perusal of the records, it transpires that disputes have arisen between the complainant/land owner and the respondent builder in respect of sharing of flats, alleged dues, cancellation of Development Agreement and enforcement of Mutual Agreement dated 08.12.2024 executed between the parties. The complainant has also alleged unauthorized sale of flats falling under her share and non-payment of admitted dues by the respondents.
10. However, so far as enforcement of the Mutual Agreement dated 08.12.2024 is concerned, the same involves adjudication of contractual obligations, settlement terms, recovery of alleged dues and enforcement of private rights arising out of a mutually executed agreement between the parties. Such issues require detailed examination of evidence, interpretation of contractual clauses,

verification of accounts and adjudication of disputed questions of fact, which fall within the jurisdiction of the competent Civil Court. Further, from perusal of the said Mutual Agreement dated 08.12.2024, it is not clearly ascertainable as to against which specific flats, transactions or component of dues the amounts allegedly payable by the builder are related. Hence, determination and enforcement of such claims cannot be effectively adjudicated in the present proceedings under the Real Estate (Regulation and Development) Act, 2016. The RERA Authority, being a regulatory authority under the Act and Rules, cannot adjudicate upon enforcement/execution of private settlement agreements or grant relief in the nature of specific performance of contractual obligations beyond the scope of the Act and Rules.

11. Accordingly, the complainant is at liberty to approach the competent Civil Court or any other appropriate forum for enforcement of the Mutual Agreement dated 08.12.2024 and for recovery of alleged dues, if so advised.
12. The respondents are restricted from creating any third-party right or executing any sale deeds in respect of the flats specifically falling under the complainant's share (40%), as determined under the Share Distribution Agreements dated 11.08.2014 and 19.06.2015.
13. The respondents are also directed to handover the possession of the entire share of the complainant as determined under the Share Distribution Agreements dated 11.08.2014 and 19.06.2015 within a period of 60 days from the date of issue of this order.
14. I.G., Registration is requested to ensure compliance of the directions given in para-12 by restricting the respondent from executing any sale deed pertaining to the complainant's 40% share as determined under the abovesaid Share Distribution Agreement. I.G., Registration is also requested to issue necessary instructions to the concerned District Sub Registrar/ Sub Registrar.

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

Sd/-
Sanjaya Kumar Singh
Inquiry Commissioner
RERA Bihar