

REAL ESTATE REGULATORY AUTHORITY, BIHAR,

Before the Bench of Mr. Ved Prakash,
Special Presiding Officer

RERA/CC/ 432/2024

Ankit Kumar Complainant

Vs.

M/s Rajbir Construction Pvt. Ltd. & Ors. Respondent

PROJECT: RAJBIR SHARDA COMPLEX

For the Complainant: Mr. Gyan Abhinav, Advocate

: Mr. Shyam Kishore Sinha, Advocate

For the Respondents 1 to 4: Mr. Bishwas Vijeta, Advocate

For the Respondents 5 to 6: Mr. Gopal Jha, Advocate

22.05.2026

ORDER

Learned counsels Mr. Gyan Abhinav and Mr. Shyam Kishore Sinha on behalf of the complainant, learned counsel Mr. Bishwas Vijeta on behalf of the respondents 1 to 4 (M/s Rajbir Construction Pvt. Ltd., Bimal Kumar Agrawal, Director, Bir Kumar Agrawal, Director, and Punit Kumar Agrawal, Director) and learned counsel Mr. Gopal Jha on behalf of the respondents 5 to 6 (Uday Narayan Singh & Virendra Kumar Singh) are present.

2. Learned counsel for the complainant submits that the complainant is the son of late Sudhakar Prasad Singh, who died on 15.10.2019. The respondent nos. 5 & 6, namely, Virendra Kumar Singh and Uday Narayan Singh are brothers of late Sudhakar Prasad Singh and they are sons of late Surendra Prasad Singh. The complainant's father and the respondent nos. 5 & 6 as well as one Ram Payari Devi wife of late Mahadeo Prasad Singh had entered into a Development Agreement on 08.04.2013 with the respondent no.2 Bimal Kumar Agrawal, Director of the respondent – company, to get the multistoried building developed on their land bearing Khata no.390, Khesra no.4/1182, admeasuring 16839 sq. ft., equal to 38.7297 decimals, situated at Mohalla – Nayabazar, Swami Vivekanath Path road, District – Bhagalpur. In the said agreement, it was agreed that total constructed flats would be shared between the landowners and the respondent promoter in the ratio of 50-50 and the project would be completed within a period of five years after sanction of map/plan but the respondent - 2 failed in completing the

project within the specified time. As a result, the complainant's father used to inquire from the

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respondent no.2 from time to time about completion of the project and handing over his share, but, later on, the complainant's father died on 15.10.2019 and after his death the complainant being heir and legal representative followed the issue and kept pressuring the respondent no.2 to 4 for distributing the share as per the Development Agreement but the respondents never considered his genuine and legal demand and kept harassing the complainant. He further submits that the complainant is constantly demanding his share from the respondents by metes and bound as the project is completed but the respondents are not ready to redress his grievance. He further submits that the respondents are not only causing harm and legal injury to the complainant but are also avoiding to meet with him. He further submits that the respondents are indulged in selling the flats to be allotted to the complainant without proper share distribution and thereby causing serious and permanent damage to the share of the complainant and have also not bothered to reply the legal notice dated 25.07.2024 sent to them on behalf of the complainant. Hence, the present complaint has been filed for a direction to the respondents to allot the share of the complainant in the project along with amenities, issue possession letters and handover him completion and occupancy certificates.

3 (i). Learned counsel for the respondent no.2 to 4 opposes the contention of the complainant and by filing a counter affidavit dated 27.08.2025 and supplementary counter affidavit dated 12.09.2025 submits that the Development Agreement between the three landowners including the complainant's father and the respondent no.2 as well as one Ram Peyari Devi wife of late Mahadeo Prasad Singh was executed 08.04.2013, wherein, it was agreed that total built up area would be shared between the landowners and the respondent promoter in the ratio of 50-50. After execution of the agreement, two landowners late Sudhakar Prasad Singh, who died on 15.10.2019, and Virendra Kumar Singh authorized their brother Uday Narayan Singh to look after and take

every action with respect to the project in question and the said fact is mentioned in para -5 of Development Agreement. He further submits that there is dispute among families of landowners and the respondents have nothing to

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do with such dispute and further the share distribution agreement was executed between the parties on 28.05.2020, wherein said Uday Narayan Singh, as representative of landowners, had put his signature, and in the said share distribution agreement it is specifically mentioned that out of total 42 flats constructed in the project, 21 flats i.e. 50% falls within the share of the landowners and 21 flats i.e. 50% to the share of the respondent – promoter and these flats were demarcated and handed over to the landowners also.

(ii) He further submits that the respondent no.2 did not have knowledge about the death of the complainant's father at the time of execution of the Share Distribution Agreement dated 28.05.2020 and, that is why, as per clauses 5 & 9 of the Development Agreement, he executed the Share Division Agreement in which 50 % flats of the project was handed over to the landowners. He also submits that construction of the project in question has been completed and the respondent – promoter has obtained occupancy certificate dated 26.09.2024 from the competent Authority. The respondent- promoter has also handed over possession of the flat to the landowners vide possession letter dated 02.06.2025 as well as the completion certificate and occupancy certificate dated 26.09.2024.

(iii) He also submits that the project in question was built on a land, on a part of which a Partition Suit bearing Title Suit no.379 of 2002 was already pending before the 4th Subordinate Judge, Bhagalpur, which travelled upto the Hon'ble Patna High Court vide Miscellaneous Appeal no.796 of 2013 (Uday Narayan Singh & Ors. Vs. Most. Nirmala Singh & Ors.), whereby, vide order dated 27.08.2014 the Hon'ble Patna High Court held that the construction of the project will continue, but prior to further order if flats on their completion are sold by the landowners then in that case 1/6th share,

as claimed by the original plaintiff of the suit, shall be preserved either in the residential portion or in the shop premises of the project. In the said Miscellaneous Appeal the complainant is also one of the appellants and in the Title Suit also he has been arrayed as party respondent no.8 and both these cases are still pending to be adjudicated.

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4. Learned counsel for the respondent - Uday Narayan Singh by filing counter affidavit dated 31.10.2025 submits that the land, over which the project in question has been developed is self-acquired property of Virendra Kumar Singh son of late Surendra Prasad Singh and Sharda Prasad Singh son of late Sudheshwar Prasad and, therefore, no question arises for distribution of share in favour of the complainant. He also submits that the father of the complainant was made a party in the Development Agreement for the sake of convenience of the development work of the project because a partition suit bearing Partition Suit no.379 of 2002 was going on between the parties. So, the complainant has no locus standi to file the present complaint.

5 (i). Heard learned counsels for the parties and perused the record including the Development Agreement. It is evident from clause 5 (at running page -22) of the Development Agreement that the land in question was purchased by Virendra Kumar Singh son of late Surendra Prasad Singh and Sharda Prasad Singh son of late Sudheshwar Prasad Singh jointly through sale deed no.10362 dated 01.11.1977 because they were agnates. It is also stated therein that Sharda Prasad Singh had died on 27.11.2007 and his wife had died much prior to his death. There was no son to Sharda Prasad Singh to succeed this land as his brother Mahadeo Prasad Singh, whose wife is one of the signatory of the Development Agreement, had already died on 16.10.1995 as issueless. Hence, all the properties including the present land, over which the project has been developed, had come in exclusive possession of all the three sons, namely, Virendra Kumar Singh, Uday Narayan Singh and Sudhakar Prasad Singh of late Surendra Prasad Singh and as such the land of Sharda Prasad Singh

son of late Sudheshwar Prasad Singh was amalgamated in common land/property of joint family through the present Development Agreement. Further, in paragraph -5 of the agreement Virendra Kumar Singh has frankly admitted the title of all the three brothers, namely, Virendra Kumar Singh, Udai Narayan Singh and late Sudhakar Prasad Singh, father of the complainant, in the land, over which the

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project has been constructed, and also over the land/properties inherited from late Sharda Prasad Singh.

(ii) It is settled law that anyone can transfer her/his title and interest of any property of more than value of Rs.100/- through registered document. It also finds support from the fact and circumstances of the case that since the property/project land was purchased from joint family fund, hence the respondent –landowner Virendra Kumar Singh had no hesitation in diluting his rights to transfer in the joint family property, which finds support from Clause 5 of the Development Agreement (at page -5). Hence, the submission of learned counsel for the respondent no. 6, Virendra Kumar Singh, that since the project land was purchased by him, the complainant is not entitled, stands rejected.

6 (i). Having heard learned counsel for the parties and perused the record, the Bench/Authority observes that execution of the Development Agreement dated 08.04.2013 between the respondent no.2 Bimal Kumar Agrawal, Director of the respondent – company, and Virendra Kumar Singh, Uday Narayan Singh and Sudhakar Prasad Singh, all sons of late Surendra Prasad Singh, for developing multistoried building over the land bearing Khata no.390, Khesra no.4/1182, admeasuring 16839 sq. ft., equal to 38.7297 decimals, situated at Mohalla – Nayabazar, Swami Vivekanath Path road, District – Bhagalpur, is not in dispute.

(ii) The Bench also observes that there is no dispute regarding completion of the project and construction of total 42 flats over the land, out of which 21 flats, as per agreement, in the ratio of 50-50, were allotted in favour of the landowners and the respondent - promoter has also handed over possession of the flats to the

landowners vide possession letter dated 02.06.2025 as well as the completion certificate and occupancy certificate dated 26.09.2024.

(iii) The Bench also observes that there is no dispute that a part of the land, over which the project in question has been constructed, was already under a Partition Suit bearing Title Suit no.379 of 2002 filed before the 4th Subordinate Judge, Bhagalpur, which travelled to the Hon'ble Patna High Court vide Miscellaneous Appeal no.796 of 2013 (Uday Narayan Singh & Ors. Vs. Most. Nirmala

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Singh & Ors.), wherein, vide order dated 27.08.2014 the Hon'ble Patna High Court has been pleased to held that prior to further order if flats are completed and sold by the landowners then in that case 1/6th share of the original plaintiff of the suit shall be preserved either in the residential portion or in the shop premises of the project.

(iv) The Bench further observes that the only dispute which remains to be adjudicated is whether the complainant, who is son of late Sudhakar Prasad Singh and nephew of the respondents 5 & 6, is entitled to get share in 21 flats allotted to the respondents 5 & 6 by the respondent - promoters. As discussed above in paragraph no.5(i), the land, over which the project in question has been developed after execution of the Development Agreement dated 08.04.2013 between the respondent no.2 and the three brothers Virendra Kumar Singh, Uday Narayan Singh (respondent nos. 5 & 6) and Sudhakar Prasad Singh (father of the complainant) is the joint family property, which is evident from paragraph -5 of the Agreement itself that Virendra Kumar Singh himself has frankly admitted therein that all the three brothers, namely, Virendra Kumar Singh, Uday Narayan Singh including the complainant's father, namely, late Sudhakar Prasad Singh have equal right, title and interest over land in question. It is further evident from the narration made in the Agreement that the land in question was purchased through joint family fund. The share of their agnates, namely, Mahadeo Prasad Singh and his wife Ram Peyari Devi, who died issueless, also evolved and amalgamated to the joint family property. Further, the respondent nos.5 & 6 have not brought any document on record to establish that the land in question was their

self-acquired property. Hence, the Bench/Authority holds that the complainant is also entitled to get equal share in the 21 flats earmarked and handed over to the landowners, namely, Virendra Kumar Singh, Uday Narayan Singh and late Sudhakar Prasad Singh and since late Sudhakar Prasad Singh had died during construction of the project, it is quite natural his legal heir, the complainant, is entitled to get equal share in the 21 flats allotted to the landowners by the respondent 1 to 4. Hence, the claim of respondent nos. 5 & 6 that the complainant is not entitled to

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get share in the 21 flats handed over by the respondent 1 to 4 is rejected.

(v) The Bench also observes that since a Title (Partition) Suit no.379 of 2002 and one Miscellaneous Appeal no.796 of 2013 are pending against a part of total land of the project, as ordered by the Hon'ble Patna High Court in Miscellaneous Appeal no.796 of 2013, this Bench holds that 1/6th share out of total constructed - area, as claimed by the plaintiff of the suit, shall be preserved till disposal of the aforesaid cases.

7. Taking into consideration the aforesaid facts and the observations made above, the Bench directs the respondent – company and its Directors, namely, Bimal Kumar Agrawal, Bir Kumar Agrawal and Punit kumar Agrawal as well as respondent nos. 5 & 6, namely, Virendra Kumar Singh & Uday Narayan Singh to deliver possession of share of flats to the complainant in the project - “Rajbir Sharda Complex” on payment of applicable GST within sixty days of this order, subject to the decision of the Hon'ble High Court in Miscellaneous Appeal No.796 of 2013 and Title (Partition) Suit no.379 of 2002, pending before the Sub- Judge, Bhagalpur, as well as, keeping in mind that 1/6th share out of total constructed – area is to be kept preserved till disposal of the aforesaid cases.

8. Before parting with the order, the Bench observes that it would not be appropriate to allow the petition dated 22.05.2026 filed by the respondents for vacating the stay order granted vide proceeding dated 27.08.2025 as passing any order

vacating the said stay may adversely affect the stay order already granted by the Hon'ble Patna High Court, in Miscellaneous Appeal No.796 of 2013, and, hence, the petition for vacating the stay granted vide proceeding dated 22.05.2026 is rejected.

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

Sd/-

(Ved Prakash)

Special Presiding Officer, RERA, Bihar.