



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

RERA/CC/482/2024

Mosharraf Hussain ... Complainant

Versus

M/s. Abida Engicon Pvt. Ltd. ... Respondent

Project: Paradise

Present: For Complainant: In Person
For Respondent: Adv. Bishwash Vijeta

ORDER

05.03.2026

1. Hearing taken up. The complainant Mr. Mosharraf Hussain is present in person. Adv. Deepak Sinha is present on behalf of the respondent company.
2. The present matter was last heard on 01.09.2025, and the order was reserved.
3. The complainant has filed the present complaint against the respondent company stating that a Development Agreement dated 23.03.2018 was executed between the landowner, Bibi Zainab (Mother of the present complainant), and M/s Abida Engicon Pvt. Ltd., represented by its Managing Director, Tasneem Rahmani, for the construction of a 24-unit (3-BHK) apartment project named "Paradise," comprising halls, parking, and other related facilities, on Plot No. 763, Khata No. 696, Mauza Dhanaut, Rupaspur, Patna. The building plan was sanctioned by Danapur Nagar Parishad on 28.12.2018, and the project was registered with RERA vide

Registration No. BRERAP00472-2/851/R-616/2019. It is alleged that although construction is still ongoing, the developer has sold flats to purchasers without obtaining the requisite completion and occupancy certificates and without handing over the landowner's agreed share. It is further alleged that the developer suppressed material facts regarding the completion status and regulatory approvals, used substandard materials, and caused delay in completion of the project. Accordingly, the complainant has prayed for directions to the developer to complete the project, obtain the occupancy certificate, hand over the landowner's share, pay liquidated damages for the delay, compensate for defective construction and legal costs, and face appropriate legal action for breach of the agreement and the applicable real estate laws.

4. Perused the record of this case. The respondent has filed a counter affidavit dated 27.05.2025 stating therein that it has carefully gone through the complaint and submits that the principal allegation relates to the alleged non-completion of the project "Paradise" and non-obtaining of the Occupancy Certificate. The respondent denies these allegations as false, fabricated, and malicious, asserting that the project was completed in 2023. It is submitted that an application for grant of Occupancy Certificate was made on 13.07.2023 along with the Completion Certificate and other requisite documents. The Occupancy Certificate was subsequently issued by the Danapur Nagar Parishad vide Memo No. 3023 dated 07.09.2024, and a Fire Department certificate was also obtained on 16.11.2023. The respondent further contends that possession of the complainant's share was handed over in early 2023, after which the complainant has opened a commercial shop on the ground floor and has allegedly sold a flat on the sixth floor. He also submits that electricity connections have been obtained in the complainant's name, which, according to the respondent, establishes his possession. It is thus

submitted that the complaint is baseless, malicious, and liable to be dismissed.

5. The respondent has filed a supplementary reply dated 10.07.2025 in addition to his earlier counter affidavit, pursuant to the queries raised by the bench during the proceedings dated 27.05.2025. It is submitted that a small portion of the external finishing work could not be completed owing to the fact that a 33 kV high-tension electric line was passing over a part of the complainant's land, thus making it unsafe to carry out the construction in that area. During the hearing, it was stated that the removal of such high-tension line, being an essential service governed by special laws, should be the responsibility of the landowner and not the respondent. In support, reliance has been placed on the judgment of the Hon'ble Supreme Court in Power Grid Corporation of India Ltd. v. Century Textiles & Industries Ltd. (Civil Appeal No. 10953 of 2016, order dated 14.12.2016), wherein it was held that if a power line passes through private land, the affected party is entitled to compensation. It was thus contended that any issue relating to the high-tension line is between the landowner and the concerned authorities; however, the respondent has submitted that it would comply with any direction issued by this Authority to approach the relevant department for removal of the line.
6. With regard to the issue of quality of workmanship and defect liability, the respondent submits that the same falls under Section 14(3) of the Real Estate (Regulation and Development) Act and, relying upon the judgment of the Hon'ble Supreme Court in M/s. Newtech Promoters and Developers Pvt. Ltd. v. State of Uttar Pradesh, contends that matters relating to compensation under Sections 12, 14, 18 and 19 fall within the exclusive jurisdiction of the Adjudicating Officer and not the Authority. Further reliance is placed on the order dated 17.04.2023 passed by the Bihar Real Estate Appellate Tribunal in REAT Appeal No. 21 of 2023. It is reiterated

that the project stands completed, the Occupancy Certificate has been obtained, and possession of the landowner's share has already been handed over the year 2023. Accordingly, it has again been submitted that the present complaint is devoid of merit and is liable to be dismissed.

7. On the last date of hearing held on 01.09.2025, this Bench directed both the parties to submit their written notes of arguments, and accordingly, both the parties have submitted their respective notes of arguments.
8. The complainant submitted his written notes of arguments dated 28.07.2025 stating therein that a Development Agreement dated 23.03.2018 was executed between the landowner and the respondent developer for construction of the impugned project. As per Clause 2 of the Agreement, the developer assured first-class construction using durable and unadulterated materials and undertook sole responsibility for ensuring quality. However, the respondent allegedly breached this obligation by using substandard materials and poor workmanship despite repeated complaints by the complainant. Clause 16 of the Agreement reserved the landowner's right to supervise and ensure quality, which the respondent allegedly disregarded. Further, Under Clause 3, the developer was required to complete the project within three years, with a six-month grace period, failing which liquidated damages of ₹1,50,000 per month were payable. The complainant asserts that the project has not been completed within the stipulated time and that no compensation has been paid. Further, Clause 17 mandates obtaining the Occupancy Certificate only after completion of the building in all respect and prior to handing over possession. The complainant contends that the Completion and Occupancy Certificates relied upon by the respondent are false and fabricated, as many parts of the building still remain incomplete. Photographs placed on record and admissions in the respondent's supplementary reply allegedly

demonstrate incomplete construction. RTI applications seeking confirmation of the certificates reportedly remain unanswered.

9. The complainant has further stated that the respondent's plea that high-tension electric wires prevented completion is disputed. The complainant asserts that in a nearby project, "Raza Complex," the respondent had successfully diverted similar overhead wires underground, and therefore the present plea is contradictory and mala fide. The respondent was fully aware of the status of the high tension electric wire at the time of entering into the Agreement. The complainant denies having received formal possession of his share and disputes allegations regarding sale of flats. Installation of electricity meters in the basement panel room does not constitute delivery of possession, and keys to certain flats have still not been handed over. The complainant further alleges unauthorized deviation in construction, untested fire safety measures, unlawful storage of materials in his portion without rent, and filing of a title suit to exert pressure for securing additional land.
10. The complainant further submitted that the respondent has misled this Authority by filing inconsistent affidavits and submits that the matter falls within the jurisdiction of the Authority under Section 14 of the RERA Act. Allegations of perjury, violation of municipal laws, and deliberate delay have been made.
11. Accordingly, the complainant prays that the petition be allowed and, the respondent be directed to complete the project in all respects, hand over possession of the complainant's share, pay liquidated damages and appropriate compensation, and face necessary legal action.
12. The respondent submitted his written notes of arguments dated 28.07.2025 reiterating his submissions as made in counter affidavit 27.05.2025. Further submitted that the complainant has already received physical possession of his share in early 2023, has opened a commercial shop on the ground floor, and has allegedly sold one

flat. Electricity connections in the complainant's name are cited as evidence of possession and ownership. Regarding the incomplete portion of the building, the respondent explains that a 33 kV high-tension electric wire which is passing over a part of the land has actually prevented completion of some minor finishing work due to safety risks. It is argued that such electric lines constitute essential services governed by special laws. Reliance has been placed on the judgment of the Hon'ble Supreme Court in Power Grid Corporation of India Ltd. v. Century Textiles & Industries Ltd. and an order of the Hon'ble Patna High Court in CWJC No. 5274 of 2023, in which, according to the respondent, the Hon'ble Court has held that where power lines pass over private land, the affected party is entitled only to compensation. The respondent submits that removal of the high-tension line is not his responsibility but states that he would comply with any direction issued by the Authority.

13. On the issue of quality of workmanship, the respondent contends that matters under Section 14 of the RERA Act fall within the exclusive jurisdiction of the Adjudicating Officer, relying on M/s. Newtech Promoters and Developers Pvt. Ltd. v. State of Uttar Pradesh and a decision of the Bihar Real Estate Appellate Tribunal (REAT Appeal No. 21 of 2023). It is argued that this Authority lacks jurisdiction to adjudicate such issues.

14. The respondent further alleges that the complaint is motivated by a dispute over approximately ₹35 lakhs claimed for extra work, for which a civil suit has been filed. It is reiterated that the project stands completed, possession has been delivered, and the complaint is false, malicious, and thus liable to be dismissed.

15. Upon consideration of the pleadings of the parties, documents placed on record, written notes of arguments, and submissions advanced during the course of hearing, this Bench observes that the project in question, namely "Paradise," registered with Bihar RERA vide Registration No. BRERAP00472-2/851/R-616/2019, is governed by

the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the “Act”).

16. The respondent has placed on record the Occupancy Certificate issued by Danapur Nagar Parishad vide Memo No. 3023 dated 07.09.2024 and the Fire Safety Certificate dated 16.11.2023. However, disputes persist between the parties regarding (i) completion of construction in all respects, (ii) delivery of lawful possession of the landowner’s share, and (iii) alleged delay in completion of the project.

17. In exercise of powers conferred under Sections 11, 14, 34(f), and 37 of the Act, and without adjudicating upon compensation claims falling within the jurisdiction of the Adjudicating Officer under Sections 12, 14(3), 18, and 19 of the Act as interpreted by the Hon’ble Supreme Court in *M/s. Newtech Promoters and Developers Pvt. Ltd. v. State of Uttar Pradesh*, the following directions are hereby given for compliance by all concerned:

- (i) The respondent promoter, M/s Abida Engicon Pvt. Ltd., is directed to ensure that the project building is completed in all respects strictly in accordance with the sanctioned building plan and the terms of the Development Agreement dated 23.03.2018, if any portion of work remains incomplete, within a period of 60 (sixty) days from the date of this order.
- (ii) The respondent shall, within the same period, hand over peaceful and lawful possession of the complainant/landowner’s allocated share, if not already formally delivered, along with all requisite documents, keys, and access to common areas.
- (iii) In respect of the 33 kV high-tension electric line passing over a portion of the land, the respondent promoter is directed to coordinate with the competent electricity

authority and the landowner and take all necessary steps permissible under law for removal/relocation or for obtaining appropriate clearance so as to ensure safety and completion of remaining works.

- (iv) If any structural defect or defect in workmanship, quality, or provision of services is brought to the notice of the promoter within the defect liability period as prescribed under Section 14(3) of the Act, the promoter shall rectify such defects within thirty days of such notice, failing which the aggrieved party shall be at liberty to approach the Adjudicating Officer for appropriate relief including compensation.
- (v) The complainant is at liberty to approach the Adjudicating Officer under Section 71 of the Act for adjudication of claims relating to compensation, liquidated damages, or any monetary relief under Sections 12, 14, 18, and 19 of the Act.
- (vi) The respondent promoter shall ensure continued compliance with all statutory obligations under the Act and Rules framed thereunder, including updating project status on the RERA web portal, if not already done.

With the above directions, the complaint stands disposed of.

Sd/-
Sanjaya Kumar Singh
Inquiry Commissioner
RERA Bihar