



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

**RERA/CC/73/2024**

**Rachna**

**... Complainant**

**Versus**

**M/s. DDL Infratech Pvt. Ltd.**

**... Respondent**

**Project: Agrani Woods**

**Present: For Complainant: Adv. Kriti Suman**  
**For Respondent: Adv. Rabindra Kumar**

**ORDER**

21.05.2026

1. Hearing taken up. Adv. Kriti Suman was present on behalf of the Complainant. Adv. Rabindra Kumar was present on behalf of the respondent company.
2. The present matter was last heard on 18.03.2026 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 complainant booked a plot admeasuring 2.5 Katha (7.8125 decimals), being part and parcel of Khata No. 165, Cadastral Survey Plot No. 01, Survey Thana No. 21, Mauza–Pakrandha, P.S.–Rani Talab Kanpa, District–Patna, situated in the project namely “AGRANI WOODS”, developed by the respondents. It has been stated that the complainant initially paid an amount of Rs. 2,00,000/- on 03.01.2019 through Cheque No. 067269 drawn on Canara Bank, IGNTU Amarkantak, towards booking of the said plot. Thereafter, on the demand of the respondents, the

complainant further paid an amount of Rs. 8,00,000/- through NEFT on 08.04.2019 into the account of the respondent company. The complainant has further alleged that an additional amount of Rs. 10,00,000/- was paid in cash in installments towards development and service charges as demanded by the respondents.

4. The complainant has submitted that thereafter an Absolute Sale Deed dated 01.10.2019 bearing Deed No. 10399, Book No. 1, Volume No. 244 was executed by the respondents in favour of the complainant in respect of the aforesaid plot. However, despite execution and registration of the sale deed and payment of the entire consideration amount, the respondents failed to hand over the physical possession of the said plot to the complainant. The complainant has alleged that despite repeated approaches, reminders and requests made before the respondents for handing over possession of the plot along with promised amenities, no positive response was received from the respondents.
5. The complainant has further submitted that the respondents misled the complainant and, despite lapse of several years from the date of execution of the sale deed, possession of the plot has not yet been handed over, causing financial loss, mental agony and harassment to the complainant. Aggrieved thereby, the complainant has filed the present complaint seeking directions upon the respondents to hand over physical possession of the plot along with possession letter, provide promised amenities, and has further sought compensation and litigation costs.
6. Perused the records of the case. The Respondent has filed a written notes of arguments dated 06.04.2026 challenging the maintainability of the present complaint primarily on the ground of lack of jurisdiction of this Authority. It has been submitted that the complaint has been filed on the basis of registered Sale Deed No. 10399 dated 01.10.2019

executed in respect of Plot No. 01 situated at Mauza–Pakrandha, Revenue Thana No. 21, admeasuring 7.8125 decimals, wherein the complainant has sought physical possession of the plot along with amenities and compensation. The respondent has contended that the project in question does not fall within the jurisdiction of this Authority as there exists no sanctioned layout plan approved by the competent authority. It has been submitted that although the project was registered by this Authority on the basis of a layout plan allegedly approved by the Mukhiya, the Hon’ble Real Estate Appellate Tribunal in REAT Appeal No. 02 of 2023 observed that the Mukhiya had no authority under law to sanction any building/layout plan. It has further been submitted that the appeal was disposed of after refund of the deposited amount to the appellant therein and execution of cancellation deed. The respondent has further relied upon the order dated 18.05.2023 passed in Misc. Case No. 01 of 2023 by the Hon’ble Tribunal, wherein it was observed that projects lacking sanctioned plans from the competent authority do not qualify for registration under Section 4(d) of the Real Estate (Regulation and Development) Act, 2016 and consequently cannot be monitored under the provisions of the Act. It has been submitted that the Review Petition No. 13 of 2023 was also dismissed and though this Authority has preferred Misc. Appeal No. 580 of 2023 before the Hon’ble High Court, no stay has been granted against the Tribunal’s order. The respondent has further submitted that the project area lies beyond the planning area and therefore map approval was not entertained by PMAA. It has accordingly been contended that the present complaint is not maintainable before this Authority. On merits, the respondent has submitted that the complainant purchased only 7.8125 decimals out of a larger plot measuring about 192 decimals and due to shortage of land and constructions raised by other purchasers, demarcation of the complainant’s plot could not be made. It has further

been submitted that measurement by Amin could not be completed due to absence of vacant land and boundary disputes. The respondent has also stated that, without prejudice to his rights, alternative plots were offered to the complainant and the promoter still remains willing either to provide an alternative plot or refund the amount received from the complainant. In support of the aforesaid submissions, reliance has been placed upon various judicial pronouncements including *Newtech Promoters vs. State of U.P.*, *Kiran Singh vs. Chaman Paswan* and other judgments to contend that proceedings initiated without jurisdiction are void ab initio. Accordingly, dismissal of the complaint as not maintainable has been prayed for.

7. The complainant has filed written notes of argument dated 08.04.2026 reiterating that the present complaint has been preferred seeking direction upon the respondent promoter to hand over physical possession of Plot admeasuring 2.5 Katha (7.8125 decimals), being part and parcel of Khata No. 165, Cadastral Survey Plot No. 01, Survey Thana No. 21, Mauza–Pakrandha, P.S.–Rani Talab Kanpa, District–Patna under the project namely “AGRANI WOODS”. It has been submitted that the complainant initially booked the aforesaid plot on 03.01.2019 by paying an amount of Rs. 2,00,000/- through cheque and thereafter deposited a further amount of Rs. 8,00,000/- through NEFT on 08.04.2019 in the account of the respondent company. The complainant has further stated that upon repeated demands made by the respondents, an additional amount of Rs. 10,00,000/- was paid in cash towards development and service charges. It has further been submitted that after receipt of the entire consideration amount, the respondents executed an Absolute Sale Deed dated 01.10.2019 bearing Deed No. 10399 in favour of the complainant with respect to the aforesaid plot. The complainant has stated that mutation of the said plot has also been effected in her name and she has been regularly paying rent/taxes in

respect thereof. It has been contended that despite execution of the sale deed and payment of the entire consideration amount, the respondents failed to hand over the physical possession of the sold/mutated plot to the complainant.

8. The complainant has further submitted that repeated requests and reminders were made before the respondents for delivery of possession, however, no effective step was taken by the respondents for redressal of the grievance. According to the complainant, even after lapse of several years from the date of execution of the sale deed, possession of the plot has not been handed over, causing financial loss, mental agony and harassment. On the basis of the aforesaid submissions, the complainant has prayed for direction upon the respondent promoter to hand over physical possession of the subject plot along with possession letter and No Objection Certificate within a stipulated period.
9. Heard learned counsels for the parties and perused the material available on record. From perusal of the record, it transpires that the complainant had booked the subject plot under the project namely “AGRANI WOODS” and thereafter paid the consideration amount to the respondent promoter. It further appears that an Absolute Sale Deed dated 01.10.2019 was executed and registered in favour of the complainant in respect of the aforesaid plot. The records further reveal that despite execution of the sale deed and receipt of the consideration amount, the respondent has failed to hand over the physical possession of the abovesaid plot to the complainant till date.
10. This Authority has carefully considered the objection raised by the respondent regarding maintainability and jurisdiction. The respondent has primarily contended that since the project allegedly lacked sanctioned layout approval from the competent authority, the present complaint is not maintainable before this Authority. However, this contention is not acceptable in the facts and circumstances of the

present case. Admittedly, the project in question was registered before this Authority and the respondent promoter had proceeded to market, sell and execute registered sale deeds in favour of purchasers including the present complainant. The grievance raised in the present complaint pertains to failure on the part of the respondent promoter in honouring its commitments and handing over physical possession of the plot despite execution of registered sale deed and receipt of consideration amount.

11. The plea regarding maintainability and jurisdiction is also not tenable in the facts of the present case, as the grievance pertains to failure of the respondent in honouring its commitments by conveying the title and handing over possession to the complainant in a project which had been registered with the Authority. The respondent, after taking advantage of registration of the project and executing sale deeds in favour of allottees in the name of the project being registered with RERA, cannot evade its obligations towards the complainant by subsequently questioning the jurisdiction of this Authority. The judgments relied upon by the respondent are distinguishable on facts and do not come to the aid of the respondent in the present proceeding.
12. Further, the respondent itself has admitted in its written submissions that alternative plots were offered to the complainant and that the promoter is still willing either to provide an alternative plot or refund the amount received from the complainant. Such submissions clearly indicate that the respondent acknowledges its liability towards the complainant. After execution of the sale deed and mutation in favour of the complainant, it is the legal and moral responsibility on the part of the respondent to hand over the physical possession of the said plot after property delineating the same. However, the complainant has specifically sought physical possession of the purchased plot and there

is nothing on record to show that possession has been lawfully handed over till date.

13. In view of the aforesaid facts and circumstances, this Authority is of the considered opinion that the respondent promoter has failed to discharge its obligations towards the complainant. Accordingly, the present complaint is allowed.
14. Hence, the respondent promoter is hereby directed to hand over peaceful physical possession of the subject plot admeasuring 2.5 Katha (7.8125 decimals), being part and parcel of Khata No. 165, Cadastral Survey Plot No. 01, Survey Thana No. 21, Mauza–Pakrandha, P.S.–Rani Talab Kanpa, District–Patna, along with possession letter and necessary No Objection Certificate, to the complainant within a period of 60 days from the date of this order.
15. The respondent is further directed to ensure the provision of promised basic amenities, if any, in accordance with the terms and conditions of the sale transaction and agreement executed in favour of the complainant.
16. As regards the claim for compensation, if any, the complainant is at liberty to press the same before the Adjudicating Officer as per the provisions of the Real Estate (Regulations and Development) Act, 2016.

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

Sd/-

Sanjaya Kumar Singh  
Inquiry Commissioner  
RERA Bihar