



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

RERA/CC/89/2025

Shesh Narayan Prasad

...Complainant

Versus

M/s. Rudra Construction.

... Respondent

Project: DULARI COMPLEX

Present: For Complainant: Adv. Pawan

For Respondent: Adv. Amritesh Kr Mishra

ORDER

09.07.2026

1. Hearing was taken up on 29-04-2026 when learned learned Counsel Shri Pawan was present on behalf of the Complainant and learned Counsel Shri Amritesh Kumar Mishra was present on behalf of the respondent company.
2. After the hearing done on 29.04.2026, the order was reserved and is being pronounced today.
3. The Complainant has filed the present complaint case against the Respondent company inter alia, contending that they had entered into a development agreement dated 08.08.2014 with the Respondents for the construction of a multistorey building upon their land at Mauja- Kumhrar, Survey Thana- Patna City, Tauzi No. 1359, bearing Khata No.- 90, (Khesra) Survey Plot No. - 422, area measuring 39.5 decimal, situated at Mohalla - Priyadarshi Nagar (Bhagwat Nagar), district Patna.

4. Learned counsel appearing on behalf of the complainant further submitted that it had been mutually agreed between the parties that the respondents would construct a multi-storeyed building on the land belonging to the complainant as well as other land owners. The project land (including the complainants is the subject matter of the Development Agreement dated 08.08.2014 executed between the landowners including the complainants and the respondent, after obtaining the approval of the requisite building plan/ map from the competent authority i.e. the Patna Municipal Corporation.
5. Learned counsel for the complainant further averred that the respondents constructed a total of 35 flats in two blocks on the impugned project land. It was submitted that, in terms of the Development Agreement, the constructed flats were to be distributed equally between the respondent promoter and the land owners. However, while the respondent handed over the possession of 17 flats to the land owners by issuing possession letters in July 2022, they retained the remaining jointly owned flat, being Flat No. G-1, and have been using the same exclusively for their own purposes since July 2022. It was further submitted that the respondents has neither paid the due complainant's share by way of rent nor has accounted a single penny for the income derived from the said flat. Consequently, the respondent has been alleged to have acted in breach of the terms and conditions of the Development Agreement, particularly Clause 5 at page 4 thereof. The complainant, therefore, seeks an equal share for all the land owners and a proportionate share for himself in the proceeds generated from the said flat.
6. Learned counsel for the complainant has further submitted that, at the time of the execution of the Development Agreement, it was mutually agreed upon between the parties that the project would be named "DULARI COMPLEX." However, in deliberate disregard of the said agreement, the respondent has prefixed the word "RUDRA"

to the agreed name and has designated the project as "RUDRA DULARI COMPLEX," which has also been displayed on the building. It was contended that such unilateral alteration of the project's name is in violation of the terms and conditions of the Development Agreement.

7. It has further been submitted that after the execution of the Development Agreement, the project had commenced prior to the enactment of the Real Estate Regulation and Development Act, 2016 (herein after referred to as the Act). Thereafter, the project was registered as an ongoing project under Registration No. BRERAAP00178-3/125/R-80/2018, wherein the project was registered under the name "Dulari Complex." Despite the same, the respondents arbitrarily renamed the project as "RUDRA DULARI COMPLEX." It was, therefore, contended that the respondents have acted in contravention of the provisions of the Act and the Rules framed thereunder, besides committing a breach of the duly executed Development Agreement dated 08.08.2014.
8. The bench in proceeding dated 29.03.2026 directed the respondent to calculate average sale price of similar flats and accordingly pay 50% of the said calculated average amount to the complainant.
9. That the learned counsel on behalf of the Respondent has submitted the same in his affidavit cum compliance report, the details of which are as follows:-

Flat No	Super built-up area	Sale consideration
Block A- 2nd Floor- Flat 201	1465 Sq ft	44,78,500
Block B- 3rd Floor- Flat 304	1465 Sq ft	49,50,000
Block B- Ground Floor- G3	1350 Sq ft	40,00,000
Block B- 3rd Floor- 301	1465 Sq ft	49,00,000
Block A- 2nd Floor- Flat 203	1465 Sq ft	44,94,000

10. The abovesaid report states that, in respect of a flat having a super built-up area of 1,465 square feet, the average sale consideration of comparable flats in the project has been assessed at Rs. 45,64,400. Accordingly, 50% of the average sale value of such a flat amounts to Rs. 22,82,200. The respondent has undertaken to pay the said amount to the complainant within such time as may be directed by this Bench. Learned counsel for the respondent further submitted that, in compliance with the directions of this bench, the respondent has changed the name of the building from "Rudra Dulari Complex" to "Dulari Complex," as sought by the complainant.
11. Perused the record and submissions made by the learned counsels for both the respondent and the complainant.
12. It is evident from the material available on record that the respondent-promoter is in possession of Flat No. G-3 in the impugned project. The respondent has also expressed its willingness to pay a sum of Rs. 22,82,200, being 50% of the average sale consideration of a comparable flat in the project, as determined in the report placed on record.
13. It is an undisputed fact that a duly executed Development Agreement exists between the respondent and all the landowners including the complainant, wherein the respective rights, obligations, and proportionate shares of the parties have been expressly defined. In view of the existence of such contractual arrangement, the entitlement of each landowner, as well as that of the respondent, must necessarily be governed by the terms of the said Development Agreement.
14. Accordingly, this bench is of the considered view that the sale consideration payable in respect of the said flat ought to be apportioned amongst all the landowners and the respondent strictly in accordance with their respective proportionate shares as stipulated in the Development Agreement. Such an apportionment should be

consistent with the contractual rights of the parties and should ensure an equitable distribution of the consideration arising from the jointly developed property.

15. It is an admitted and settled position that the complainant has not placed on record his statement regarding the average sale consideration of comparable flats in the concerned project. Furthermore, neither party has produced any material or evidence before this Authority indicating the distribution or bifurcation of the value of the impugned flat and its details pertaining to super built-up area. In the absence of such essential particulars, the record remains incomplete for the purpose of proper adjudication of the matter.
16. Accordingly, in the interest of justice and for an effective determination of the issues involved, the complainant is hereby directed to furnish to the respondent the details of the average sale consideration of comparable flats in the project. The complainant shall also file an affidavit, duly sworn in and signed by all the landowners, specifically stating the respective proportionate shares of each landowner in the remaining fifty percent (50%) value of the impugned flat. The affidavit shall clearly disclose the individual entitlement of each landowner so as to avoid any ambiguity regarding their respective interests.
17. The aforesaid documents, including the details of the average sale consideration and the affidavit of the landowners, shall be furnished to the respondent within a period of 30 days from the date of passing of this order.
18. In the absence of any details regarding the price of similar flats of the said project to be provided by the complainant and also in the absence of any concrete information regarding the proportionate shares of each land owner of the said project, this bench has no option but to rely on the figures provided by the respondent subject

to the condition that the same shall be revised on the basis of mutual agreement among all the landowners and the promoter (respondent) regarding the average price calculated by the respondent and the proportionate share of each landowner respectively.

19. The respondent is therefore directed to pay the balance consideration amount of ₹22,82,200/- to the complainants, to be apportioned amongst them in accordance with their respective proportionate shares as stipulated under the Development Agreement and the joint affidavit furnished by all the landowners including the complainant. The said amount shall be paid within a period of 60 days from the date of this Order.
20. In case the promoter-respondent fails to adhere with the above direction within a period of 60 days from the date of this order, he shall be liable for a penalty under section 63 of the Act.

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

Sd/-
Sanjaya Kumar Singh
Inquiry Commissioner
RERA Bihar