



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

Case No: RERAP20240312756-2

Authorised Representative of RERA

... Complainant

Versus

M/s. Balajee Homes

... Respondent

Project: Deo Enclave

**Present: For Complainant: Adv. Ankit Kumar & Ms. Ojaswi Ishani, Legal
Representative of RERA
For Bhavya Construction Pvt. Ltd.: Shreyas Goyal
For Respondent: Adv. Sumit Kumar
For Landowner: None**

ORDER

11.06.2026

1. Hearing taken up. Adv. Ankit Kumar & Ms. Ojaswi Ishani were present on behalf of the Complainant. Adv. Sumit Kumar was present on behalf of the respondent company. Adv. Shreyas Goyal was present for Bhavya Construction but none appeared on behalf of the landowner despite several reminders.
2. The present matter was last heard on 13.04.2026 and the order was reserved and is being pronounced today.
3. The present case has arisen on account of a representation submitted by Bhavya Construction Pvt. Ltd. (hereinafter referred to as the "Applicant") alleging that the registration of the real estate project namely "Deo Enclave" bearing Registration No. BRERAP186228040625100129E00, granted by the Bihar Real Estate Regulatory Authority on 09.06.2025 in favour of Balajee Homes, has

been obtained by concealment of material facts, misrepresentation, and fraud and has therefore requested for revocation of the registration of the said project.

4. The applicant contends that it had entered into a registered Development Agreement dated 13.04.2009 with the concerned landowners in respect of the project land. Under the terms of the said agreement, possession of the land was to be handed over within six months. However, according to the applicant, possession was never delivered. Despite the subsistence of the said agreement, the landowners subsequently executed fresh Development Agreements in the years 2017 and 2018 in favour of Balajee Homes in respect of the same property.
5. Aggrieved thereby, Bhavya Construction Pvt. Ltd. instituted Title Suit No. 32 of 2019 before the competent Civil Court seeking specific performance of the Development Agreement dated 13.04.2009 and cancellation of the subsequent agreements executed in favour of Balajee Homes. The applicant further states that Miscellaneous Appeal No. 138 of 2023 arising out of the said dispute is pending adjudication before the Hon'ble Patna High Court. It is also stated that an FIR was lodged in the year 2023 against the landowners alleging offences including criminal breach of trust, cheating, forgery, criminal intimidation, and criminal conspiracy.
6. The applicant further alleges that Balajee Homes obtained sanction of the building plan from the Patna Municipal Corporation (PMC) by suppressing material facts relating to the pending civil disputes and litigation concerning the project land. It is stated that PMC had initially granted building plan approval in 2019, which was subsequently cancelled in 2022 on account of the pending litigation. Thereafter, Balajee Homes filed CWJC No. 6053 of 2022 before the Hon'ble Patna High Court without impleading Bhavya Construction Pvt. Ltd. as a

party. Pursuant to orders passed therein in 2023, PMC issued a demand note, and the building plan was re-sanctioned in 2024.

7. It is further alleged that while applying for registration of the project before the Authority, Balajee Homes submitted Form 'B' affidavit declaring, inter alia, that the landowners possessed clear and marketable title over the project land and that the land was free from all encumbrances. According to the applicant, such declarations were false and misleading, as the land was already subject to the Development Agreement dated 13.04.2009 executed in favour of Bhavya Construction Pvt. Ltd. and was also the subject matter of pending judicial proceedings.
8. The applicant asserts that the registration of the project "Deo Enclave" was procured through fraud, suppression of material facts, and false declarations made before the Authority. It is contended that any order obtained by fraud is liable to be recalled or set aside and, therefore, the registration bearing No. BRERAP186228040625100129E00 deserves to be cancelled in the interest of justice.
9. Perused the records of the case. The Respondent-promoter, Balajee Homes, filed its reply on 08.01.2026 denying the allegations levelled against it and contending that the present proceedings are not maintainable either in law or on facts. It was submitted that no provision of the Real Estate (Regulation and Development) Act, 2016 has been violated and that the registration of the project "Deo Enclave" was obtained lawfully after compliance of all statutory requirements.
10. The respondent submitted that it had entered into registered Development Agreements dated 04.03.2017 and 11.04.2018 with the landowners for development of the project over the subject land. Pursuant thereto, it obtained Fire NOC in 2018 and building plan approval from Patna Municipal Corporation (PMC) on 27.03.2019.

11. It was further stated that after approval of the building plan by the Competent Authority, Bhavya Construction Pvt. Ltd. instituted Title Suit No. 32 of 2019 seeking specific performance of its alleged Development Agreement dated 13.04.2009. According to the respondent, the injunction application filed in the said suit was rejected by the learned Civil Court vide its order 05.12.2022 on the ground that no prima facie case had been established by the plaintiff.
12. The respondent further submitted that although PMC subsequently cancelled the sanctioned building plan on 10.03.2022, such cancellation was challenged by the respondent before the Hon'ble Patna High Court in CWJC No. 6053 of 2022. By order dated 07.08.2023, the Hon'ble High Court was pleased to set aside the PMC order and directed restoration of the sanctioned plan, pursuant to which PMC restored the approval of the said plan on 25.05.2024. Thereafter, the Authority granted registration of the project "Deo Enclave" on 09.06.2025.
13. The respondent contended that there is no dispute relating to the title of the project land and that the landowners validly executed development agreements in its favour. It was asserted that the declarations made in Form 'B' were true and correct and that no material fact was concealed from the Authority. The respondent further submitted that the pending Title Suit pertains to specific performance of an alleged contractual right claimed by Bhavya Construction Pvt. Ltd. and does not create any defect in title or encumbrance over the project land.
14. It was also argued that the alleged Development Agreement dated 13.04.2009 relied upon by Bhavya Construction Pvt. Ltd. had become unenforceable owing to non-performance by the applicant for several years and that the said dispute is presently sub judice before the competent civil court. According to the respondent, the applicant has

initiated multiple proceedings before different forums with an ulterior motive to obstruct the construction work of the project.

15. With regard to the allegation of suppression of pending litigation, the respondent has submitted that Section 4(2)(l) of the Act and Rule 16 of the Bihar RERA Rules do not require disclosure of the present litigation in the manner alleged by the applicant. It was contended that the project land was free from encumbrances at the time of registration, a no-encumbrance certificate had been submitted before the Authority, and there was no violation of Section 4(2)(l) or Section 7(1) of the Act. The respondent nevertheless expressed its willingness to update details of the pending litigation on the project website, if so directed. On the aforesaid grounds, the respondent prayed for dropping of the show-cause notice dated 24.10.2025 and dismissal of the proceedings.
16. The applicant, Bhavya Construction Pvt. Ltd., filed its written statements/submissions on 09.01.2026 and 27.04.2026 reiterating its earlier stand regarding challenge to the registration granted to the project "Deo Enclave" and alleging that the same was obtained by fraud, concealment of material facts and submission of false declarations before the Authority.
17. The applicant submitted that a registered Development Agreement dated 13.04.2009 had been executed by the landowners in its favour in respect of the project land. According to the applicant, it had paid consideration under the said agreement and was awaiting delivery of possession; however, possession was never handed over by the landowners. It was contended that despite the subsistence of the said agreement, the landowners subsequently executed Development Agreements dated 04.03.2017 and 11.04.2018 in favour of Balajee Homes concerning the same property.
18. The applicant further submitted that upon discovering the subsequent agreements, it instituted Title Suit No. 32 of 2019 before the competent

Civil Court seeking, inter alia, specific performance of the Development Agreement dated 13.04.2009, recovery of possession and declaration that the subsequent agreements executed in favour of Balajee Homes are void. It was stated that the said suit remains pending and that Miscellaneous Appeal No. 138 of 2023 arising from rejection of its injunction application is also pending before the Hon'ble Patna High Court.

19. The applicant contended that although Balajee Homes obtained building plan sanction from Patna Municipal Corporation (PMC), such sanction was challenged on the ground that the project land was already the subject matter of pending litigation. According to the applicant, subsequent proceedings before the Hon'ble Patna High Court, including CWJC No. 6053 of 2022, were pursued without impleading the applicant and without full disclosure of the pending civil dispute. It was further submitted that Civil Review No. 252 of 2025 against the order passed in the said writ proceedings is presently pending consideration before the Hon'ble High Court.

20. The applicant asserted that the project land is encumbered by virtue of the Development Agreement dated 13.04.2009 and the pending civil proceedings relating thereto. It was argued that despite being aware of such facts, the proprietor of Balajee Homes submitted Form 'B' affidavit before the Authority declaring that the land was free from encumbrances and that the promoter possessed valid legal rights for development of the project. According to the applicant, such declaration constituted a false statement and material suppression within the meaning of Section 4(2)(1) of the Real Estate (Regulation and Development) Act, 2016.

21. The applicant further submitted that sanction of a building plan does not confer or establish title over the land and that the rights claimed by the parties in respect of the project land remain subject to adjudication

in the pending civil proceedings. It was also contended that the existence of criminal proceedings arising out of the same dispute further demonstrates the seriousness of the allegations regarding the validity of the subsequent development agreements.

22. On the basis of the aforesaid submissions, the applicant contended that the registration of the project "Deo Enclave" was procured by fraud and concealment of material facts and, therefore, is liable to be revoked. The applicant accordingly prayed for cancellation of Registration No. BRERAP186228040625100129E00 and for such other directions as may be deemed fit and proper in the facts and circumstances of the case.

23. On perusal of the record of this case, it is observed that the respondent promoter submitted an Indemnity Bond on Affidavit stating therein that the respondent-promoter undertook to indemnify and compensate the allottees for any loss arising from defects in title, if any, relating to the project land and affirmed that it would discharge all obligations and liabilities cast upon a promoter under Section 18 of the Real Estate (Regulation and Development) Act, 2016 and the relevant provisions of the Regulations. The respondent further acknowledged that Title Suit No. 32 of 2019 concerning the project land is pending before the competent Civil Court and undertook to abide by the outcome of the said proceedings. It was also stated that, in the event the suit is decided against the respondent, the prospective purchasers/allottees would be duly indemnified and compensated. The respondent additionally contended that disclosure of the pendency of the said title suit may be treated as compliance with the disclosure requirements prescribed under the Bihar RERA Rules, 2017.

24. The Authority has carefully considered the pleadings, written submissions, documents brought on record and the arguments advanced by the learned counsel appearing on behalf of the parties.

25. The principal issue arising for consideration is whether the registration granted to the project "Deo Enclave" bearing Registration No. BRERAP186228040625100129E00 is liable to be revoked under Section 7 of the Real Estate (Regulation and Development) Act, 2016 on account of alleged fraud, suppression of material facts and false declaration regarding title and encumbrances over the project land.
26. From the materials available on record, it is not in dispute that Title Suit No. 32 of 2019 instituted by Bhavya Construction Pvt. Ltd. is pending before the competent Civil Court. It is also not disputed that Miscellaneous Appeal No. 138 of 2023 arising out of the said proceedings is pending before the Hon'ble Patna High Court. The validity, enforceability and legal effect of the Development Agreement dated 13.04.2009, as well as the subsequent Development Agreements dated 04.03.2017 and 11.04.2018, are matters directly involved in the said proceedings and are yet to attain final adjudication.
27. This Authority is not vested with jurisdiction to adjudicate disputed questions relating to title, validity of development agreements, specific performance of contracts or competing proprietary rights claimed by rival developers. Such issues fall within the domain of the competent Civil Court and are presently sub judice before the judicial forums concerned.
28. At the same time, this Bench cannot ignore the fact that litigation relating to the project land is admittedly pending. The respondent-promoter has also acknowledged the pendency of Title Suit No. 32 of 2019 and has furnished an affidavit-cum-indemnity bond undertaking to abide by the final outcome of the said proceedings and to indemnify and compensate the allottees in case any defect in title is ultimately established.
29. Having regard to the nature of the dispute and the pendency of the aforesaid civil proceedings, this Bench is of the considered view that,

at this stage, the drastic consequence of revocation of registration under Section 7 of the Real Estate (Regulation and Development) Act, 2016 is not warranted solely on the basis of rival claims regarding title and development rights which are yet to attain finality by the competent Courts.

30. Nevertheless, in the interest of transparency and protection of interests of existing as well as prospective allottees, it seems pertinent that complete disclosure of the pending litigation concerning the project land be made available in the public domain. The object of the Act is to ensure informed decision-making by homebuyers and to safeguard their interests.
31. Accordingly, the respondent-promoter, M/s Balajee Homes, is directed to prominently disclose on the project webpage maintained on the Authority's portal, as well as in all project-related promotional materials, that Title Suit No. 32 of 2019, Miscellaneous Appeal No. 138 of 2023 and other connected proceedings relating to the project land are pending adjudication before the competent Courts. Such disclosure shall be made in the next Quarterly Progress Report (QPR) filing and shall thereafter be updated from time to time till final adjudication of the proceedings.
32. The respondent-promoter shall, in all future allotment letters, booking forms and agreements for sale, make an appropriate disclosure regarding the pendency of Title Suit No. 32 of 2019, Miscellaneous Appeal No. 138 of 2023 and other connected proceedings relating to the project land. The respondent-promoter shall further disclose therein through an undertaking furnished by it wherein it shall undertake to indemnify and compensate the allottees in accordance with Section 18 of the Real Estate (Regulation and Development) Act, 2016, in case any defect in the title of the impugned project land is ultimately established by a competent court of law.

- 33.It is further directed that the affidavit-cum-indemnity bond furnished by the respondent-promoter shall form part of the permanent record of the project and shall remain binding upon the promoter, its successors, assignees and representatives. The Office of the Authority is directed to transmit a copy of the said affidavit-cum-indemnity bond to the Registration Wing for being kept on the registration record of the project for future reference and also for displaying the same on the RERA website.
- 34.It is clarified that this Bench has not expressed any opinion on the merits of the rival claims of the parties regarding title, possession, validity of development agreements or any issue pending before the Civil Court and/or the Hon'ble Patna High Court. All such issues shall be decided independently by the competent judicial forums/authorities uninfluenced by any observation contained in this order.
- 35.Subject to the directions contained hereinabove, the prayer for revocation of Registration No. BRERAP186228040625100129E00 is declined at this stage. However, liberty is reserved to the applicant or any other aggrieved person to seek appropriate relief before the Authority in the event of any subsequent judicial determination, material change in circumstances, violation of the provisions of the Act, or suppression of relevant facts by the promoter.

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

Sd/-
Sanjaya Kumar Singh
Inquiry Commissioner
RERA Bihar