

REAL ESTATE REGULATORY AUTHORITY, BIHAR  
Before the Bench of Mr. Ved Prakash,  
Special Presiding Officer

**RERA/CC/377/2023**

Kunj Bihari Singh & Others .....Complainant/Executant(s)  
Vs.  
M/s Agrani Infra Developers Pvt. Ltd. ....Respondent  
PROJECT : Agrani Woods  
For the complainant : Mr. Ishtiyaque Hussain (Adv.)  
For the respondent : Mr. Rabindra Kumar (Adv.)

**09.07.2025**

**O R D E R**

The complainant, Shri Kunj Bihari singh and others have filed the present case against the respondent promoter for delivery of possession of plot /land measuring area of 5 kathas in the project, Agrani Woods, situated at Mauza – Akhtiyarpur, P.S. BIhta, District – Patna.

2. Learned counsel for complainant submits that the complainants have booked a plot/land measuring area of 5 kathas @ Rs. 5.50 lacs per katha in the project, Agrani Woods and as such, the total consideration amount of Rs. 27,50,000/- was to be paid by the complainants to the respondent. Accordingly, the complainants have paid Rs. 11.50 lacs in installment to the respondent and they are also ready to pay the remaining consideration to the respondent on delivery of possession of land to them.

3. He further submits that as per provisions of section 13 (1) of RERA Act, 2016, the promoter cannot take more than 10 per cent of consideration before entering into registered agreement for sale, but in spite of repeated request to execute agreement for sale in accordance with payment schedule, the respondent promoter, on one or the other pretext, was not ready to execute the deed, although the respondent had assured to deliver possession of plot within 36 months after the development, but surprisingly, even after a lapse of five years, neither they have demanded the remaining installment of consideration nor have executed the sale deed with respect to the plot/land in favour of the complainants. When the complainants have realized that the

respondent would not be ready to deliver possession of land to them, the complainants have filed the present case against the respondent promoter.

4. Learned counsel for respondent by filing the reply submits that the present case has been filed by the complainants on vexatious, frivolous grounds as well as with malicious motives to pressurize the respondent promoter to succumb to their illegal and unjustifiable demands.

5. He further submits that in the light of announcement of Government of Bihar regarding construction of an Airport and several highways and other development plans, the respondent promoter planned to provide a residential colony on a deserted land and after physical verification, they found land in Mauza Akhtiyarpur and Babhanlai within the jurisdiction of Bihta P.S, District – Patna, Bihar. Accordingly, the respondent Director contacted several landowners who agreed to provide land. He further submits that acquiring of land started since 2010-2011 and as such, the respondent acquired several acres of land and got the map approved by Mukhia of the Panchayat, as at that point of time, the project land falls beyond the planning area, so it has not been accepted by the Hon'ble Tribunal in REAT Appeal no. 2/2023. He further submits that even on non-carving out of plot and road etc., several persons approached for purchase of plots and they deposited the token amount to reserve the plot in the said project. The complainant no. 2, Shri Dharmendra Kumar also decided to purchase the land with an area of 5 kathas and contacted a broker for land and issued a token amount of Rs. 1,00,000/- through two cheques bearing no. 712169 and 712171 dated 14.03.2018 and 04.05.2018 respectively, but failed to make any further payments. He further submits that thereafter, Rs. 1,00,000/- through cheque no. 000028 in the name of complainant no. 1, Shri Kunj Bihari Singh was handed over to the respondent.

6. He further submits that there was complete lack of willingness and sincerity on the part of complainants for purchase of the plot/land as after payment of token money, no further payment was made to the respondent. Thereafter, no one was even interested in following up the matter. Further, they have silently waited for airport and highways to come up and even failed to pay the consideration amount or to enter into an agreement and now they

have come before the Hon'ble Authority with forged and fabricated vouchers and recitals which are bad in law, so it is liable to be dismissed.

7. He further submits that the complainants have attached a notice along with complaint petition, which has been given to Jitendra Kumar and Shri Rajesh Kumar Sinha, the brokers. This notice itself proves that they never approached the respondent company for agreement for sale. He further submits that since the project land is beyond the planning area, the complaint petition is barred by limitation and the Hon'ble Authority has no jurisdiction to entertain the present complaint petition filed by the complainant or any other person. He further submits that complainant no. 2 has paid Rs. 1,01,000/- as a token money and no further payment was made by any of the complainants and the alleged receipts against payment are fabricated. So, these are not tenable in the eye of law. He further submits that the complainant no. 1, Shri Dharmendra Kumar has mentioned cheque no, but he has not submitted the bank statement which might have proved that the transaction of money was really made to the respondent. He further submits that respondent no. 2 has also not filed the complete bank statement and money receipts filed by him are denied. Further, the onus of establishing the case lies on the person who files the complaint case.

8. He further submits that the respondents have never tried to harass any one nor has committed fraud and as required, has handed over the plot to the purchaser and also returned the money as per the guidelines of the Hon'ble Authority. He further submits that the token money paid by the complainants has been forfeited due to their illegal claims made in the complaint petition. Hence, the complaint case being bad in law is liable to be dismissed.

9. Heard learned counsel for the parties and perused the record.

10. Admittedly, the project, Agrani Woods situated at Mauza- Akhtiyarpur, P.S- Bihta, District – Patna is registered with the Authority bearing Registration Certificate no. BRERAP00496-4/676/2019 dated 25.01.2019. The complainants have filed photo copy of the application dated 29.01.2019 filed by the respondent promoter before the RERA Bihar for rectification/modification in Project Registration Certificate no. BRERAP00496-4/676/2019 dated 25.01.2019 with respect to the land,

situated at Mauza – Akhtiyarpur , Babhanlai and Pakrandha as the land of these three Mauzas were amalgamated inside the project. The application shows that the respondent has got included other land at the time of registration of the project, Agrani Woods. So, naturally, the Authority/Bench has jurisdiction to entertain the present complaint case against the respondent promoter. Hence, the submission of learned counsel for respondent is not tenable in the eye of law and the present complaint case is maintainable.

11. The complainants have also filed a copy of notice/letter issued by them to one Jitendra Kumar and Rajesh Kumar Sinha wherein they have claimed that both the persons contacted and provoked them to purchase land in the project, Agrani Woods in the year 2018 March and as per their promise, they agreed to purchase the land having area 5 kathas @ 5.50 lacs per katha and started payment and paid to them for which they issued money receipts. They have further mentioned in the letter that they always asked both Shri Jitendra Kumar and Shri Rajesh Kumar Sinha to provide agreement paper, but they always assured to hand over the agreement paper but on one pretext or other not handed over the agreement paper. When they neglected to approach for payment and handing over agreement paper, then the complainants approached the DDL Infratech Pvt. Ltd office to enquire about the status of the project and regarding the payment and agreement papers. They got shocked to know that only token amount has been deposited and no specific plot was booked nor payment has been done as per payment schedule chart. It is further mentioned in the letter / notice that their deposits have not been deposited in the office of the DDL Infratech and as per records, only amount Rs. 50,001/- through cheque no. 712169 dated 14.03.2018, Rs. 1,00,000/- through cheque no. 000028 dated 31.04.2018/02.05.2018 and Rs. 50,000/- through cheque no. 712171 dated 02.05.2018 has been deposited in the office and from their act, they came to know that they have been cheated by these so-called broker deliberately. They have not booked plot nor handed over the agreement. It is further mentioned in the said letter/notice that the company was ready to refund the amounts which have been deposited in the company as per its A/c statement, but they have been cheated by the so-called brokers.

It has been further mentioned that they were to clarify the matter within 15 days, because both of them have approached and provoked them to purchase the land with dishonest intention, failing which the so-called brokers will force them to take criminal and civil action against them for breach of contract, cheating and misappropriation of money and wrongful gain etc.

12. It shows that admittedly it was known to the complainants that they are dealing with the matter for purchase of plot/land with brokers, namely, Shri Jitendra Kumar and Shri Rajesh Kumar Sinha without ascertaining as to whether they are the employees of the respondent company or not. Further, they have not made any efforts to verify from the office of the respondent whether these two persons were bonafidely connected in any way with the affairs of the respondent company and without any proper verification, they have paid money as alleged in the chart to the so-called brokers, namely, Shri Jitendra Kumar and Shri Rajesh Kumar Sinha. However, it also reveals from the said letter/notice of the complainants that after verification, they have come to know that the so-called brokers have deposited Rs. 2,01,000/- only in the A/c of the respondent company, which finds placed in their ledger too.

13. Further, the complainants have failed to file statement of bank A/c about the payment of other amounts paid to the so-called brokers through cheques, which might have confirmed their submissions about the payments of Rs. 1,00,000/- through cheque no. 00275 dated 18.02.2018, Rs. 1,50,000/- through cheque no. 000011 dated 10.04.2019 and amount Rs. One lakh through cheque no. 712172 dated 11.04.2019 made by complainant no.1 Shri Kunj Bihari Singh and complainant no. 2, Shri Dharmendra Kumar to the respondent company.

14. The complainants have also failed to prove that cash payment as per the chart was made to the respondent promoter as the same has been denied by the respondent. It is to be made clear that as per letter, it is the responsibility of the complainants to prove that the payments were made to the respondent company and receipts of the said amount were issued by the respondent/employee of the respondent company. In absence of any proof as well as admission of the complainants in the letter /notice issued to the so-called brokers, namely, Shri Jitendra Kumar and Shri Rajesh Kumar Sinha,

it shows that except the admitted amount in letter of the complainants issued to the so-called brokers, the respondent promoter has not received any other amount against the consideration amount for purchase of land by the complainant in the project, Agrani Woods.

15. The complainants have also failed to prove that they have ever consulted with the respondent/representative of respondent for delivery of possession of land and payments of consideration amount as per schedule of payment and execution of agreement for sale. Hence, non-filing of chain of evidence by the complainants for delivery of possession of land/plot and execution of agreement for sale shows that the complainants were not interested in pursuing the matter or they were reluctant about their claims after payment of initial amount / token amount of Rs. 2,01,000/- to the respondent.

16. The bench notes that there is neither any agreement for sale executed between the complainant and respondent promoter nor is there payment schedule. Hence, the claim of the complainants regarding deposit of more than 10 per cent of the consideration amount is baseless and has no leg to stand. It is further added that in absence of agreement for sale, it is difficult to assume that the respondent has agreed to deliver the possession of land/plot having area of 5 kathas in the project, Agrani Woods. Hence, the claim of the complainants for delivery of possession of plot/land as well as execution of agreement for sale by the respondents in favour of the complainants appears to be untenable in the eye of law and also unjustifiable. It is also not out of place to discuss that in absence of KYC/booking, agreement for sale and payment schedule, the respondent cannot be held liable to deliver possession of land/plot to the complainant on the ground of of token money of Rs. 2,01,000/- deposited with the respondent. The reliefs sought by the complainants for delivery of possession of land/plot having area of 5 kathas against the respondent is legally not tenable, hence, rejected.

17. However, the letter / notice issued by the complainants to the so-called brokers as named above shows that Rs. 2,01,000/- was paid through cheques and the said amount has also been deposited in the A/c of the respondent company, which finds support from the bank A/c details of complainants,

Shri Kunj Bihari Singh and Dharmendra Kumar. Hence, the respondent promoter is under obligation to refund the said amount to the complainants, namely, Shri Kunj Bihari Singh and Dharmendra Kumar.

( i ) Learned counsel for respondent has claimed that the respondent has forfeited the said amount of 2,01,000/- as the complainants have failed to follow up the payment of installment towards the total consideration as per requirement and the respondent has made expenses in their official works. However, the submission of learned counsel for respondent for forfeiture of the token money of Rs. 2,01,000/- appears to be baseless as because though the complainants have failed to establish that the payment was done to the respondent through payment schedule as per agreement between the parties, but it has to be noted that when there is no agreement for sale, how the respondent can forfeit the said token money of Rs. 2,01,000/- paid by the complainants through the brokers to the respondent. It also appears that the respondents have used the said money in their business and got benefit. They legally cannot forfeit the said amount. Since the respondent have got benefits from the principal amount of Rs. 2,01,000/-, they are also liable to pay the interest on the principal amount of Rs. 2,01,000/- deposited in the A/c of the respondents.

18. Therefore, the respondents are directed to refund the principal amount of Rs. 2,01,000/- to the complainants, Shri Kunj Bihari Singh and Dharmendra Kumar as per their deposits along with interest @ MCLR plus two per cent since the date of payment to the respondent till the date of refund within 60 days, failing which the respondents shall be liable to pay penalty under the provisions of Section 63 of the RERA Act.

19. The reliefs sought by the complainants for delivery of possession of land/plot having area of 5 kathas against the respondent as well as refund of remaining amount, except Rs. 2,01,000/- as allowed above, are hereby rejected.

In the light of above observations and directions, the matter is disposed of.

Sd/-  
**(Ved Prakash)**  
Special Presiding Officer