

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

RERA/CC/629/2022, 630/2022

Sushil Kumar and Amitabh RajComplainant(s)

Vs

M/s DDL Infratech Pvt. Ltd.Respondent

PROJECT- Agrani Woods

For the complainant: Mr. Madan Mohan (Adv.)

For the respondent : Mr. Rabindra Kumar (Adv.)

09.04.2025

ORDER

Shri Madan Mohan, learned counsel on behalf of complainants and Shri Rabindra Kumar, learned counsel on behalf of respondent are present.

2. Both the complainants have sought a common relief, hence these cases were heard together and are being disposed of by this common order.

3. The complainants, Shri Sushil Kumar and Amitabh Raj have filed these cases against the respondent for delivery of possession of company plot no. D-52 (Part) as described in registered sale deed no. 24587 dated 10.10.2013 and no. 13230 dated 18.04.2013 executed by the representative of the respondent.

4. Learned counsel for complainants submit that in spite of availability of land, the respondent is not making delivery of possession of the land as described in the sale deeds as he has reserved them intact for sale to new prospective buyers at higher price and instead thereof, he is offering alternate land to the complainants, which are surrounded in three sides by agricultural land, which the complainants are not ready to take as the alternate land so offered by the respondent will not be useful for these complainants.

5. Learned counsel for respondent, on the contrary, submits that the respondent has never denied execution of sale deeds in favour of complainants, but it is a fact that the exact survey plot no. Khata no,

demarcation of land etc were not mentioned in the said sale deeds and the complainants having full knowledge of these facts have put their signatures on sale deeds as everything was on paper only and not on the ground. He further submits that the complainants have got the sale deeds executed as securities in respect of their paid amount. He further submits that some farmers of the plots of land which were to be delivered to the complainants and others have denied to execute sale deeds and deliver possession of land to the respondent. So, the respondent could not be able to make delivery of land of plots to the allottees, including these complainants. He further submits that these complainants knowing all the facts and circumstances that they are not getting possession of land, have got mentioned these facts in the sale deeds that they have got delivery of possession of the land. Presently, the complainants having full knowledge of everything, knowingly and intentionally, are insisting upon the respondent for delivery of possession of land, which are neither available with the respondent nor is he in a position to deliver due to non-availability of said land.

6. He further submits that the cases of the complainants are not maintainable, but the respondent is always ready to deliver alternate land to the complainants and if they are not ready to take the alternate land, the respondent will refund their principal amount along with interest. Learned counsel for respondent proposed that the company plot no. D-52 was carved out of area 62.5 decimal land and each of the complainants would have 31.25 decimal. Presently, the respondent has 37 decimal of land in survey plot no. 3539 Khata no. 74 in possession and hence the respondent is ready to transfer half and half area of the said land to each of the complainants, and he is also ready to refund the remaining principal amount to both the complainants.

7. Heard and perused the record.

8. The respondent has executed sale deeds (as mentioned above) in favour of each of the complainants, Shri Sushil Kumar and Shri Amitabh Raj the land having area 13610 sq.ft equal to 31.25 decimal with dimension of 100 ft by 136 ft bearing parts of the plot no. D-52 of M/s Agrani Infra Developers Pvt. Ltd, situated at Mauza Akhtiyarpur, Revenue Thana no. 20,

Sub-registry office at Bikram, District – Patna. Further, several Khata nos, plot nos with boundary North – Vacant land of Vendor, South- proposed road of vendor, East – part plots of plot no. D-52 of vendor is mentioned in the sale deed of Shri Sushil Kumar and proposed road of vendor is written in the sale deed of Shri Amitabh Raj and further in the west – plot no 52 of vendor is written in the sale deed of Shri Amitabh Raj and Plot no D-53 of Vendor in the sale deed of Sushil Kumar is mentioned. Both sale deeds also got mentioned that possession of said land has been delivered to the vendee and further that the vendee is free to get his/her name mutated over the said property and use the same in the way the vendees desire.

9. From the discussions made hereinabove, it is clear that only on payment of consideration of Rs. 19 lakhs by each of the complainants, both the parties were ready to get executed the sale deeds in a very haste manner and the respondent without availability of land has executed and registered the sale deeds in favour of each of the complainant. Hence, there is substance in the submissions of learned counsel for respondent that the complainants had full knowledge that joint khata no. plot no. are being mentioned in the sale deeds, which are practically wrong in the eye of law. The respondent has clearly denied about the availability of land in the company plot no. D-52, but despite that, learned counsel for complainants is repeatedly harping on the same string that the said land is available with the respondent and further that the respondent is knowingly and intentionally skipping over to deliver possession of said land and he even did not allow the complainants as well as their learned lawyer to inspect the said land.

10. The present cases are filed by the complainants, so the onus lies on them to prove that the land of the company plot D-52 is available with the respondent. In such view of the matter, the complainants should have got identified and demarcated the said land of the company plot no. D-52 from survey knowing advocate/Amin, but they have miserably failed to do so. Hence, in my opinion, mere advancing of arguments by them is not sufficient, but it has to be proved from the material facts and law that in spite of availability of land, the respondent is not making delivery of land,

which could not be done by the complainants Therefore, when in the absence of land in company plot no. D-52, the respondents have proposed to deliver alternate land in other Khata and plots, the complainants should have come forward to accept it as still the respondent is ready to oblige the payment of consideration made by the complainants.

10. In such facts and circumstances of the case, the available remedy for delivery of possession of land to the complainants has to be granted as they are not ready to take the refund of the principal amount along with interest.

11. Consequently, both the complainants' cases are allowed and the respondents are directed to deliver possession of alternate land having area of 31.25 decimal to each of the complainants in the project, Agrani Woods in place of land of company plot no. D-52 within 60 days of the order and in case of non-compliance of the order within the stipulated period, the respondent shall be liable to pay penalty @ Rs. 2000/- per day for delay in the delivery of possession of said alternate land.

With these observations and directions, both the complaint cases are disposed of.

Sd/-
(Ved Prakash)
Special Presiding Officer
RERA, BIHAR