

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**

**Before the Bench of**

**Hon'ble Member Mr. S. D. Jha, RERA, Bihar,**

RERA/CC/542/2022

Ritesh Anand ..... Complainant

Vs.

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

For the complainant: Mr. Sumit Kumar, Advocate

For the Respondent: Mr. Aryan Yashraj, Advocate

**Project:- DDL FIRST CITY**

**ORDER**

**11.09.2024** This case was last heard on 10.09.2024 and the order was reserved. Mr. Sumit Kumar, Advocate, appeared and defended the case of the respondent. Mr. Aryan Yashraj, Advocate, appeared without Vakalatnama and requested for time to file reply which was rejected in view of the fact that earlier several opportunities were given to the respondent to file reply but the same was not filed and the respondent - promoter kept on changing his counsels. Hence, the order was reserved and is being passed today i.e.11.09.2024.

2. Learned counsel for the complainant submitted that the complainant booked a plot of 4800 sq. ft. in the project "DDL First City" located at Mauza – Dayalpur, Daulatpur, Bihta, Patna, in the year, 2010 through an Agreement For Sale dated 20.08.2010 on consideration amount of Rs.10,00,000/- which was paid by him through cheques dated 20.8.2010 & 27.8.2010 and thereafter an Absolute Sale Deed in his favour was executed on 1.9.2010 but till date physical possession of the plot has not been delivered to him. He further submitted that the respondent – company had promised to provide 30 ft. wide road, drainage system, water supply and electric connection but these facilities and amenities have not been provided to the project so far.

3. Learned counsel for the respondent by filing counter reply dated 25.11.2023 submitted that when the State Government had announced its development plans for Bihta the respondent planned to start a project in the year, 2010 in partnership anticipating that very soon the entire vicinity would be developed but that project could not be developed as per plan as some of the raiyats of that vicinity did not provide them their lands. However, the respondent was trying to make alternative arrangements but could not succeed. He further submitted that the respondent is willing to refund the amount as per RERA Act, 2016 as has been done in other eight cases. He also submitted that in the existing situation the promoter does not have land in the project to provide the complainant.

4. Learned counsel for the complainant by filing rejoinder dated 08.01.2024 submitted that the offer of the respondent of refunding the amount is not acceptable after lapse of 13 years. However, the complainant is ready to accept one of the three following alternative reliefs;

(i) provide actual possession along with registry of same demarcated dimension of land in the same vicinity of the aforesaid project

‘or’

(ii) provide actual possession along with registry of same demarcated dimension of land in the ongoing project “AGRANI WOODS’

‘or’

(iii) provide actual possession along with registry of same demarcated dimension of land carved out from the property owned by the Directors of the Respondent company in Patna.

5. Learned counsel for the respondent by filing counter reply dated 20.03.2024 submitted that mere execution

of the Sale Deed title does not pass to the person concerned unless possession is delivered. In this case possession was not delivered and it was well known to the respondent at the time of execution of the Sale Deed that there was no plotting, no demarcation of road and the plan was only on paper and the complainant of his own free will consented to the conditions and entered into an Agreement and execution of Registered Sale Deed. The land of the project was barren without any plotting and demarcation. No specific Khata, Plot or Area is mentioned in the Sale Deed. The respondent is in deficit of land because raiyats had not provided their land as per plan. The intention behind the execution of the above transactions in the form of Sale Deed between the parties was not actual delivery of land, rather an allotment of the plot. He also submitted that the respondent company always tried to resolve the grievance of their customers and as such had also offered the complainant an alternative plot at the stage of conciliation proceeding but the complainant refused the offer and presently the respondent has no plot and the only option available with the respondent is to refund the money as has been done in other eight cases.

6. Learned counsel for the complainant submitted that in the proceeding dated 12.03.2024 learned counsel for the respondent had submitted that in the project "Agrani Woods" plots of lesser dimension are available, to which the complainant expressed willingness to accept plot of lesser dimension, upon which the respondent's counsel prayed for one month's time to seek instruction from his client but till date reply has not been filed and the respondent – promoter has been keeping his Counsel changing date after date. Lastly, he reiterated his prayer that the complainant wants possession of plot out of the aforesaid three options which were dealt in the proceeding dated 08.02.2024.

7. Perused the record. The Authority observes that there is no dispute regarding booking of a plot in the project vide Agreement For Sale dated 20.08.2010 by the complainant and then execution of registered Sale Deed on 01.09.2010 by the respondent in favor of the complainant after receiving payment of total consideration amount against the plot in question. The Authority fails to understand as to how a huge amount was received long back and registered Sale Deed was executed by the respondent in favour of the complainant when they did not have land, as claimed, as they are not supposed to create castle in the air but in this case on going through the record the Authority observes that the respondent had acquired land for the project and they delivered possession and got the Conveyance Deeds executed to several allottees but in the case of the complainant even after execution of Conveyance Deed they did not deliver possession, for which he is running from pillar to post for possession of the plot, against which the respondent accepted an amount of Rs.10,00,000/- long back. Hence, for equity and justice, the Authority is compelled to pass an order for handing over possession of a plot to the complainant as requested with aforesaid alternative reliefs.

8. Accordingly, respondent – company and its Director Mr. Shiv Kumar is directed to hand over physical possession of a plot along with registry of same demarcated dimension of land in the same vicinity of the aforesaid project

**‘or’**

hand over physical possession of a plot along with registry of same demarcated dimension of land in the ongoing project “AGRANI WOODS”

**‘or’**

hand over physical possession along with registry of same demarcated dimension of land carved out from the property

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owned by the Directors of the Respondent company in Patna with all amenities as per the agreement, as requested by the complainant, within two months from the date of issue of this order. The cost of registry of the plot would be borne by the respondents as it was they who are at fault in not handing over possession of the plot in question as per Agreement For Sale dated 20.08.2010.

**With the aforesaid observations and directions, this case is disposed of.**

**Sd/-  
S.D. Jha,  
Member**