

REAL ESTATE REGULATORY AUTHORITY, BIHAR
IN THE COURT OF SPECIAL PRESIDING OFFICER, RERA, BIHAR
RERA/CC/405/2023

Jagannath Prasad **....Complainant**

Vs

M/s D.D.L. Infratech Pvt. Ltd. **.....Respondent**

Project: Agrani Woods

Present: For the Complainant: Mr. Ajit Kumar, Advocate
For the Respondent: Mr. Rabindra Kumar, Advocate

20.01.2026

ORDER

Heard Mr. Ajit Kumar, learned counsel appearing for the complainant and Mr. Rabindra Kumar, learned counsel appearing for the respondent.

2. This complaint case has been filed to take necessary action against the respondent and to hand over possession of the said property as per the agreement and registered document.

3. In brief, the case of the complainant is that as per the advertisement published in the newspaper "Hindustan" dated 08.08.2010 M/s Agrani Infra Developers Pvt. Ltd., 19, IAS Colony, Kidwaipuri, Patna offered Farm Houses of various plot area at Agrani Woods Project, Mauza-Akhtiyarpur, P.S.-Bihta, Patna. Based on that, the complainant entered into an agreement with M/s. Agrani Infra Developers Pvt. Ltd. As per agreement dated 08.03.2011, M/s Agrani Infra Developers Pvt. Ltd. had to hand over a plot measuring 24,000 sq.ft. with 725 sq.ft. cottage, pond, poultry farm, kitchen garden etc. in 16 types of work as per company's specification with 300 commercial trees and GI wire fencing at Agrani Woods Project by March, 2013. Subsequently, B-6 was registered by Agrani Infra Developers Pvt. Ltd. in the name of Sri Jagannath Prasad (complainant) and Mrs. Arti Prasad (wife) on 24.01.2013 by paying consideration amount of Rs.24,00,000/- (Twenty four lakh).

Continuous persuasion with Sri Shiv Kumar, Director, Agrani Developers Pvt. Ltd. was made since March, 2013 on which assurance was given by him that after completion of development work etc., final possession letter will be provided, but no possession letter has been offered to him till date in spite of lapse of more than ten years. All the dues payments for the said property have already been made except half of the construction cost of Rs.8.00 lakh out of Rs.16.00 lakh the total construction amount, which will be paid after possession letter of constructed farm house. M/s Agrani Infra Developers Pvt. Ltd. connected his company later on named as M/s DDL Infratech Pvt. Ltd. They have siphoned off all the funds of this project collected from various customers and fraudulently invested in other projects at various places. The complainant being aged about 76 years old and a retired Government servant invested all of his retirement benefits in the said property with no other sources of income to generate his livelihood from the farm house. The company has failed to deliver his promise and jeopardized his subsistence.

4. A petition on behalf of the respondent has been filed stating therein that the complainant has filed this case suppressing the material facts that he has filed a case before the Civil Court vide Complaint Case No.2506 of 2023 which is at present pending in the court of Judicial Magistrate, 1st Class, Patna for the same cause of action. The complainant has also misled the Court. On this ground alone, this case may be dismissed or this case is to be stayed till the disposal of the criminal case pending before the Civil Court, Patna.

5. The learned counsel for the respondent has again filed an application stating, *inter alia*, therein that after announcement of the State Government regarding development plans for Bihta and construction of an Airport at Bihta along with the construction of three Highways and several other developmental plans, the respondent planned to start a real estate project in 2010 anticipating that very soon the entire vicinity would be developed. The respondent began to purchase land and the customers also in anticipation approached and entered into contingent contract and paid amount and as a token of security, obtained sale deed without demarcation of plot. The

proposed project was as per the plans prepared on paper and sanctioned by the Mukhiya although the work of demarcation had not begun and there was no internal road, no plotting and even no demarcation. The customer obtained sale deed in their full knowledge that there is no demarcation, no plotting, no road etc. and no amenities at all on the spot. Several customers booked their plots and began to wait for the development promised by the Government to begin which included the construction of the Airport and Highways. They did not make the payment on time and due to that, the development and demarcation of the project and purchase of land hampered for want of sufficient fund and some *raiya*s have also not provided the land in outer and middle in several places. Some *raiya*s did not provide land that they had agreed to sell till date. It was due to this reason that the company had no option to carve out plot as per the previous plan and to provide land. As per plan, the main road of the project itself changed from their plan due to land and so did the placement of some plots, 40 feet wide road could not be carved out in Mauza-Akhtiyarpur. The motive of the respondent was and has always been to complete the project and to provide the plot. In cases where the land cannot be provided due to shortage of land, then he has been ready to return the amount received as per RERA norms in instalments. In 2016, a new Act, RERA Act was conceived and in 2017 RERA Rules were framed by the Government and thereafter, RERA notified and published in newspaper to obtain registration. It was then that the respondent applied for registration in 2018 and in 2019 the complete RERA registration was given on 25.10.2019. Thereafter, several customers filed cases which have been disposed of because the respondent has delivered the possession of the plot where the plot was available. Several persons had approached the respondent personally without filing complaints too, they too were given possession of their plots where possible who have constructed their boundary wall and are in possession of their plot. In several cases, consideration amount has been returned and revert back sale deed has been taken.

In respect to the present complaint, the complainant has also approached and entered into agreement with certain terms and conditions and on part payment only sale deed was executed in good faith and the total

consideration of land was fixed at Rs.40,00,000/-. The complainant had paid only Rs.24,00,000/- and sale deed was executed in good faith. The rest Rs.16,00,000/- was to be paid but not paid in time. The complainant has made out fictitious case that Rs.16,00,000/- was payable for construction cost which will falsify from the agreement para 20 which is reproduced hereunder :

“That if the vendee wants that certain things/thing should not be constructed etc. on the said plot as per the promises by the vendor, then the vendee is free to do so but the cost of the said plot remains the same.”

Out of Rs.16,00,000/-, Rs.8,00,000/- paid in 2018 only to the staff without knowledge of the Directors. In view of that, the claim is barred by limitation. In 2023 complainant filed complaint case in Civil Court, Patna and suppressing the facts filed in RERA and when complaint petition filed to dismiss the case on suppressing the material facts, which has been disallowed by this court by order dated 24.12.2025. Hence this reply petition of complaint case is filed.

6. The respondent has stated that this case is not maintainable as per law as the project is beyond the planning area till date. The RERA has registered the project in 2019 till the period 31.12.2024 and nine months' period was automatically extended due to COVID-19. In the meanwhile, a purchaser filed an appeal before the Appellate Tribunal, Patna which passed final order in Misc. Case No.01 of 2023 dated 18.05.2023, Real Estate Appellate Tribunal through its Registrar Vs. Real Estate Regulatory Authority (RERA) and others. In REAT Appeal No.02/2023 the Appellate Tribunal dismissed the appeal as not maintainable for want of valid registration of the project and passed order to return the consideration amount and the respondent had agreed to refund and refunded the amount and took back, revert back sale deed and accordingly the appeal was disposed of. It is further stated that the proceeding in Misc. Petition No.01/2023 in which the Appellate Tribunal ordered to submit counter affidavit to the Real Estate Regulatory Authority, but its counsel said that he will not file any counter affidavit. The Appellate Tribunal passed an order that the RERA cannot direct the Company to register

if the sanctioned map plan is not approved and the case was dismissed. As per Section 3 of the RERA Act only a project can be registered. This court has no jurisdiction to pass order unless the said appellate order is reversed by a higher Court. As per Supreme Court's decision, a decree passed by a court without jurisdiction is a nullity. It can be raised at any stage. It is non est in the eyes of law. It has further been stated by the respondent that the complainant should take refund of the amount paid in instalments like several other customers and he is ready to refund in instalments. The respondent has suffered huge loss in the said project, inspite of that he anyhow wants to refund the amount in instalments. As soon as the complainant will provide Bank detail, instalment will be started.

FINDINGS

7. It is an admitted fact that the complainant and the respondent entered into an agreement. The consideration amount was fixed at Rs.40,00,000/- for which the complainant had paid Rs.32,00,000/-. The learned counsel for the respondent has admitted the fact that due to circumstances which were not in his hand, he could not complete the project and is ready to refund the amount, which has been paid to the respondent, in easy instalments. So far the situation which he has raised that the agreement was executed in anticipation that very soon the entire vicinity would be developed as many plans like Airport, three new Highways and developmental plans were to be developed, is concerned, it is stated that due to sanctioned plan by the *Mukhiya* of the concerned project does not come within the purview of registration. In such situation, he could not succeed to develop the whole project; rather some projects were developed and some buyers have got their flats and some have taken refund amount and he is ready to refund the amount as he cannot construct the project.

8. Considering these facts, it appears that till date the respondent is not able to construct the building as per agreement due to lack of approved map by the competent authority, in future also. As such, the complainant is entitled to get refund the amount which he has paid with interest. The order of the Appellate Tribunal by which the respondent wants to take benefit that the

Appellate Tribunal has stated in its order that for registration, direction cannot be given by the RERA Authority, it does not amount to the dismissing/rejecting the registration and as such, it should be considered as the registration is still in existence. So this argument is not justified.

9. So far the law established in the Hon'ble Supreme Court's decision that the decree beyond jurisdiction is a nullity is concerned, it does not apply in this case as the Real Estate Regulatory Authority is a quasi-judicial and it does not come within the purview of totally decree-holder or judgment-debtor as per Code of Civil Procedure even though the respondent has himself admitted that he is ready to refund the amount paid by the complainant.

10. So considering the aforesaid facts and circumstances, the respondent is directed to refund the amount of Rs.32,00,000/- (Thirty two lakh only) and also to pay interest over the said amount of Rs.32,00,000/-(Thirty two lakh only) calculated at the rate of marginal cost of fund-based lending rates (MCLR) of the State Bank of India as applicable for three years plus 2% from the date of booking till the date of payment. This order is to be complied within sixty (60) days from the date of issue of this order

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

Sd/-

(Vinod Kumar Tiwari)
Special Presiding Officer,
RERA, Bihar