

**REAL ESTATE REGULATORY AUTHORITY, BIHAR
IN THE COURT OF ADJUDICATING OFFICER, RERA, BIHAR**

**RERA/CC/54/2024
RERA/AO/08/2024**

Sheela Mohan **Complainant**

Vs

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

Project: AGRANI WOODS

**Present: For the Complainant: Mr. Madan Mohan, Advocate
For the Respondent : Mr. Rabindra Kumar, Advocate**

18.02.2026

ORDER

Heard Mr. Madan Mohan, learned counsel appearing on behalf of the complainant and Mr. Rabindra Kumar, learned counsel appearing on behalf of the respondent.

2. This case has been filed by the complainant claiming interest of every month of delay from 14.05.2013 till handing over of actual physical possession, after full development, Rs.50,00,000/- (fifty lacs) compensation for increase in the cost of construction, Rs.20,000/- (twenty thousand) towards cost for re-erecting pillars, Rs.2,00,000/- (two lacs) as damages for harassment and Rs.1,00,000/- (one lac) towards expenses incurred in filing and contesting RERA/CC/874/2021.

3. The facts of the case, in brief, are that the respondent-Company transferred/sold to the complainant, company's plot no.D3-57, measuring 6805 sq.ft, situated at Village-Akhatiyarpur, P.S- Bihta, District-Patna, through registered sale deed no.4561 dated 14.05.2013. On 26.06.2013 the respondent-Company executed a memorandum of

development agreement wherein it has undertaken to develop the land by filling earth constructing 30 ft. wide branch road, water supply pipeline and electric supply to the plot transferred to the complainant, within a period of one year with grace period of six months from the date of the execution of the development agreement, which has not been done till date even after ten years. Thus, the complainant was constrained to file RERA/CC/874/2021 on 10.08.2021 in RERA. The Hon'ble Chairman of the RERA directed the respondent-Company to execute a rectification deed, mentioning the specific khata and plot no. of the land transferred, at its own cost. It was also observed in the order that the complainant may move before the Adjudicating Officer for compensation and damages. Till date the development has not been completed as per development agreement due to which construction has not been started on the plot, even after ten years. Due to hike in prices of all building materials and also labour charges, cost of construction has increased 6-7 times. After issue of possession letter and rectification deed, the complainant spent about 20,000/- for demarcation of the plot by providing pillars thereon. The respondent-Company extracted all the pillars from the complainant's plot no.D3-57 with a view to dispossess the complainant and grab the land and sell the land at present market rate, which is about Rs.20,00,000/- per khatta. Till date the respondent-Company has not re-erected the pillars on the complainant's plot, in spite of assuring for the same several times.

4. On behalf of the respondent, a reply has been filed stating therein that the real fact is that the respondent began to purchase land

and the people also in anticipation approached for investment in the said project. The complainant with this intention paid certain amounts as a token of security and in exchange obtained sale deed in Block- D-57. The proposed project plan was firstly made on the paper, although the work of demarcation had not begun and there was no internal road, no plotting and no demarcation and in lieu of payment obtained sale deed in their full knowledge. When the sale deed was executed, the development of the project was not started. The land area of the project was mere barren land and no plotting, no demarcation and only amalgamated plot was there and therefore several plots were mentioned in the sale deed and at that time it was registered by the Govt. as per prevailing Act. Now the rule has changed. Several plot registration has not been done without specifically mentioning the Khata, plot and its area. The complainant and her husband obtained sale deed with respect to same area 6805 Sq.ft. who is party to the case and on obtaining sale deed began to pressurise and taken in writing for development, obtained a development agreement dated 26th June 2013 by which the respondent had to provide filling of land, 30 feet branch road, water supply pipe line and electric supply line. There is nothing to do beyond that. The plot in the project was all purchased land filled up the earth but some raiyats had not provided the land due to which delay occurred. Several persons booked the plot but not paid the consideration amount which resulted in the project got hampered. The project when it had started, RERA had not conceived.

In 2016 the respondent tried to complete the project by taking loan from financier and one financier of Mumbai agreed to provide loan of Rs.25,00,00000/- (Twenty Five Crore), but he duped the money which he had taken for advancing loan, registration charge to mortgage the property. The said project is beyond the Municipal Corporation area and also beyond the planning area. The real intention behind the execution of sale deed was only allotment of land and not transfer of property and that was the reason, the complainant remained silent over the years. The RERA Act came into force in 2017 and the complainant filed complaint case in 2021 and in 2021 itself possession was handed over. The demarcation was done. The development was in continuity and the allegations that the respondent has uprooted the pillar and in view of high approach contacted, the SHO of IIT Amhara called the caretaker and taken undertaking in writing and on fresh measurement erected pillar at his own cost. The fresh rectification of registration has been done. Her grievances have been redressed.

The only grievance due is for mutation/*parimarjan* in Anchal which had been undertaken and duly endorsed in rectification deed that after mutation of respondent within 70 days, her mutation will be done at the respondent's cost, for which a separate case no.465/2024 is pending. Mutation is in the name of respondent but online, it does not show, so application was submitted in Anchal. The complainant is in possession of the land. Bounded by boundary wall, 30 feet road has been provided. Electric line and other amenities near the plot have been done. The complainant has come up before the court for compensation which is not maintainable either in law or on facts. The

respondent being a law abiding citizen and to save his goodwill who is running in very loss and in attempt to provide the land in whose favour sale deed has been executed or to whom no land can be provided, returned the amount. Several cases have been disposed of accordingly. Possession has been handed over. Refund has been made to the parties in instalment.

The respondent applied for registration of the project which was registered in 2019 on the basis of Mukhiya Pass map. The subsequent development is that one customer Sanjeet Kumar approached RERA Appellate Tribunal in 2023, vide REAT Appeal No.02/2023. The Bench dismissed the appeal as not maintainable in view of Mukhiya Pass map registration and then the appellant was asked to refund the amount and the respondent agreed to refund and next date was fixed and refunded the amount, revert back sale deed was executed by him and the case was disposed of. It has also been held that the Authority again directed such project for registration. As per decision in the case of M/s New Tech Promoters and Developers Pvt. Ltd., he is not liable as it will apply to such project after registration. As per PMAA, this project is beyond the planning and out of jurisdiction. The State Government announced its development plans for Bihta including construction of an Airport at Bihta, along with the construction of three new Highways and several other developmental plans and in anticipation in the year 2010, the respondent planned that the entire vicinity would be developed in near future. However, the plans did not materialize. The complainant is in full knowledge of it. Some raiyats did not provide land that they had agreed to sell due to which

the Company had no option to carve out plot as per the previous plan. The respondent was and has always been to complete the project and hand over the possession. However, in the present case, the project got failed due to the aforesaid reason, also there were many landowners who after promising the respondent refused to sell their land to the respondent. It is also stated that this case is not tenable as the respondent has not gained in the said project nor misappropriated the money and all the grounds taken is imaginary and far from truth and so fit to be rejected.

5. After hearing both sides and perusal of the record, it appears that the respondent has admitted the fact that there was an agreement for development between both the parties but due to situation which was beyond his control, he could not perform his duty as per development agreement. He has further admitted that such type of situation has created and he has given the land and returned the money which were in accordance with the order of the Hon'ble Authority in some cases.

6. During argument, the learned counsel for the respondent argued that he is not able to give possession as circumstances were beyond his control. The complainant has come before this court i.e., before the Adjudicating Officer and the court of Adjudicating Officer has limited jurisdiction only regarding compensation. The rest of the reliefs come within the jurisdiction of the Real Estate Regulatory Authority and as such that cannot be given by this court, rather that can be decided by the Authority.

7. The complainant has prayed for compensation for increase in cost of construction, for which he has neither given any detail nor produced any evidence to prove it. So she is only entitled for getting compensation towards mental agony and physical harassment and also litigation cost.

8. The respondent is thus directed to pay Rs.2,00,000/- (Two Lakh only) towards mental agony and physical harassment and also Rs.50,000/- (Fifty Thousand only) towards litigation cost, totalling Rs.2,50,000/- (Two Lakh Fifty Thousand only), to the complainant within 60 (sixty days) from the date of issue of this order.

9. With the above observations and directions, this case is disposed of.

Sd/-

(Vinod Kumar Tiwari)
Adjudicating Officer
RERA, Bihar