

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

RERA/CC/60/2025

Usha Jha -----Complainant

v.

Yasoda Homes -----Respondent

PROJECT – Jha Complex

21/05/2026

ORDER

Heard Shri Rahul Shrivastava, learned counsel for the complainant and Shri Manoranjan Kumar, learned counsel for the respondent.

2. The complainant has filed this case for compensation amount of Rs. 24,12,000/- for the delay in offering possession along with future interest at the agreed rate of Rs. 67,000/- per month until the date of actual possession, to direct the respondent to complete the project immediately and offer physical possession to the complainant without any further delay, to direct the respondent to pay the amount of Rs. 25,000/- for litigation cost and pay Rs. 2,00,000/- for mental harassment and agony and any such relief/s which deem fit and proper in the interest of justice.

3. The complainant's case in brief is that the complainant is one of the owners of the land in question and owner of 1/4th of total land area of 20900 sq. ft i.e. 5225 sq. ft. The complainant along with other two landowners namely Mina Jha and Sunit Jha entered into registered Land Development Agreement with the respondents vide deed no. 3644 dated 12.03.2019 for the development of the project named "Jha Complex" As per the terms of agreement the complainant was to receive 6700 sq.ft. of built-up area on 2nd floor along with 2150 sq. ft. parking area in basement as his share. The project was to be completed within a period of 36 months from effective date which is 6 months from the date of Agreement i.e. 12th March, 2019 plus 6 months' grace period i.e. it should be completed till 12th September, 2022.

4. The map of the project was sanctioned on 21.12/2020 by the Darbhanga Municipal Corporation and the project is still not completed. The project is not yet in the finishing stage, and as per General Terms and conditions of land Agreement deed, a penalty @ Rs. 10/ Sq. per month will be given by the respondent.

5. A reply on behalf of the respondents no. 1 and 2 is filed stating therein that the complainant is neither an allottee as defined under the Act nor legal heir or assignee of the any allottee in any way on the date of filing of this petition. The complainant has not alleged any instances of non-completion of the said Jha Complex or any acts prejudicial to the interest of the landlord at large. The case is of civil nature and cover under Indian Contract Act, 1872 and rules thereon. The complainant Smt. Usha Jha along with two other landlords namely Smt. Mina Jha and Smt. Sunit Jha entered into development agreement with M/s YashodaHomes, a partner firm having its office at Rest House, Station Road, Kotwali, Patna. The building plan was submitted to Darbhanga Nagar Parisad within stipulated time frame but sanction was given on 21.12.2020 from Darbhanga Nagar Nigam. The approval of the same was not under control of respondents. Covid -19 pandemic period has affected. During the period of Covid-19 pandemic lockdowns effected labours, workers and all supply chains resulting construction work was affected long period. The waterlogging occurs in Darbhanga Town during every rainy season. All three landowners namely Smt. Mina Jha, Smt. Sunit Jha and Usha Jha having their share in project 9950 sq. ft. and Smt. Usha Jha having share in project 6700 sq. ft. respectively. There is no any shop or space allotted to any buyer till date and project completed by respondent with own funds. The complainant's claim of compensation @ Rs. 10 per sq. ft. per month is neither automatic nor unconditional. The delay in project is attributable to force majeure and statutory causes. There is no wilful breach and no loss has been proved. The complainant does neither hold definition of allottee as defined under the RERA Act nor come under purview of legal heir or assignee of the any allottee in any way on the date of filing of the petition and as such the complaint case is not maintainable under the RERA Act, 2016.

6. After hearing both side it appears that the complainant has come to this Court stating therein that she is a co-sharer of the landowner and all co-sharer had entered into the agreement of development with the respondent. The grievance of the complainant is for the share in the project, whereas other share-holders have not come forward and it appears that total grievance is regarding share. In such a situation the complainant does not come in the definition of allottee as per RERA Act, 2016 and any claim of share may be decided only by competent Civil Court having jurisdiction on it.

7. In the matter of ***Newtech Promoters and Developers Pvt. Ltd. v. State of U.P. [(2021) 11 SCC 190]***, the Hon'ble Supreme Court has categorically held that, in such circumstances, a complainant being a co-sharer does not fall within the category of an allottee. The Hon'ble Supreme Court further held that damages in the nature of tort, including compensation for mental agony, cannot be awarded in such cases.

8. Considering the facts and circumstances of the present case, it appears that the dispute is essentially civil in nature. This Court lacks the jurisdiction to grant the reliefs prayed for by the complainant. Accordingly, the present case is not maintainable either in law or on facts, and is therefore dismissed.

Sd/-

(Vinod Kumar Tiwari)
Adjudicating Officer
RERA, Bihar