

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

RERA/CC/86/2024
RERA/AO/15/2024

Dr. Krishna Murari Singh & Smt. Nibha Singh **Complainants**

Vs

M/s Technoculture Building Centre Pvt. Ltd. **Respondent**

Project: BHAGELPUR-1

Appearance

For the Complainants: Mr. Ramesh Kumar Singh, Advocate

For the Respondent: Mr. Hemant Kumar, Advocate

23.06.2026

ORDER

Heard Mr. Ramesh Kumar Singh, learned counsel appearing on behalf of the complainants and Mr. Hemant Kumar, learned counsel appearing on behalf of the respondent.

2. The complainants have filed this case for the reliefs as mentioned in the complainant petition, which has been reproduced herein below :

- (i) *“For commanding and directing the respondents to widen the road up to fourteen feet in front of his bungalow being, JE-10 and also provide connecting roads no. 5 and 6 (14’ wide) towards North of his bungalow, being 3E 10 as the same has been developed by the promoter and is not a government road, and /or to compensate it monetarily.*
- (ii) *For commanding and directing the Respondent to compensate in monetary terms the physical economical and mental agony caused to the complainants due to respondents fraudulent act as/or your honour deem fit and proper.*

- (iii) *For such other relief(s) for which the complainants may be found entitled in the facts and circumstances of the case.*
- (iv) *That the legal provisions relied upon is that of action against Principle of "Promissory Estoppel", and violation of Doctrine of "Legitimate expectation" coupled with violation of fundamental right enshrined in Article 21 of the Constitution of India as well as injury of the Principle of "Natural Justice".*

3. The complainants' case, in brief, is that "Vastu Vihar" is a well-known Estate in their native town Bhagalpur and it has started their business in housing in the name and style of "M/s Technoculture Building Centre (P) Ltd." The *modus operandi* of said Agency impressed the complainants and they chose plot. The complainants came to know that the Agency/respondent has come with a master plan to construct bungalow in even thousand square feet plots, namely, Simplex bungalow, being one storey and as per the rate chart, the cost is Rs.10,99,000/- and Jayanti Bungalow, being double storey, is adjacent to the township of Bhagalpur. The respondent showed one site but he changed the other site stating that the master plan has been changed. The registration fee was paid for the Simplex bungalow on 31.01.2012, being Rs.10,000/- and after that total consideration amount was paid on different dates and there is no latches on the part of the complainants and the Agency did not send any demand letter with respect to the same. The complainants came to know that the respondent has changed the place stating that it is a revised plan. It is the case of the complainant that without their consent the respondent has changed the location with dishonest motive as the booked plot was corner plot but the changed plot was not the corner plot and thus the respondent has played fraud upon the complainants. Hence this case.

4. The respondent has filed reply stating therein that this case is filed with gross *mala fide* intention to pressurize the respondent/Developer and to grab and retain the land already transferred and registered in favour of the

complainants against the cancelled unit despite full adjustment of the amount in another unit, namely, Jayanti Unit No.JBE-10 and possession has already been accepted by the complainants with full satisfaction. The complainants have deliberately concealed the material facts and have come to this court without clean hands. The complainants cannot seek relief to direct to widen road and create connecting roads and so this case is to be dismissed being frivolous, vexatious, misconceived and not maintainable.

5. Heard both sides and perused the case record. After perusal of the record it appears that there was no Agreement for Sale before taking possession and registration of Absolute Sale Deed. As per Absolute Sale Deed, the complainants have taken possession of the Bungalow mentioned in the Absolute Sale Deed after payment of full consideration amount. The transactions were made before the Absolute Sale Deed and oral commitment cannot be effective on written registered document. The complainants have taken possession by being satisfied with all the amenities and facilities. Moreover, transaction and Absolute Sale Deed has been executed up to the year 2012 and sale deed itself was executed on 11.06.2012. The RERA Act has come into existence much after the possession of the property and execution of the sale deed, so the RERA Authority has no jurisdiction in this matter. Moreover, after perusal of complaint petition it appears that the two complainants for the two properties have filed a single case by paying only fees of one case and this defect also goes against the complainants.

6. Considering the aforesaid facts and circumstances, this case is dismissed.

Sd/-

(Vinod Kumar Tiwari)
Adjudicating Officer
RERA, Bihar

