REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Bench of Hon'ble Inquiry Commissioner, Mr. Sanjaya Kumar Singh, RERA, Bihar

RERA/CC/540/2025

Ranjit Kumar ……Complainant

Vs

M/s Vineet Homes Pvt. Ltd. …..Respondent

Project: Others

Present: For Complainant: Mr. Satish Kumar, Advocate

For Respondent: None

12/08/2026 **O R D E R**

The matter was last heard on 17.06.2026 when Mr. Satish Kumar, learned counsel for the complainant was present. None appeared on behalf of the respondent. The order was reserved and is being pronounced today.

The case of the complainant is that respondent no.2 is the landowner of the project land of Santa Enclave Apartment consisting of several flats. She had executed a power of attorney to respondent no.1, who is her own brother, on 22.09.2017 authorising him to negotiate and enter into the agreement for sale and to execute registered sale deed in favour of respective purchasers. Thereafter a Deed of Agreement for Sale has been made by respondent no.1 in favour of the complainant on 20.12.2017 to sell the aforesaid flat No.301 and the total price of the flat along with car parking space has been fixed by the landowner which was Rs.36.00 lakh. The complainant had paid the total amount of Rs.36.00 lakh to respondent no.1 on several occasions which was acknowledged by respondent no.1 on the agreement for sale dated 20.12.2017 itself. It has also been stated that respondent no.1 has also taken some more money i.e. Rs.9.85 lakh through RTGS and NEFT on several occasions. The fixed period of registration of the flat was only six months but the respondents have not registered the flat in favour of the complainant till date. The complainant approached several times to the respondents to execute a registered sale deed and handover the possession of the flat but they have not taken any step in this regard. Thereafter the complainant sent two legal notices on 04.09.2025 and 09.10.2025 to the respondents but they have not taken any steps. Hence, the complainant has filed this complaint petition for a direction to the respondent to execute the sale deed of the said Flat No.301 with car parking space and return the excess money received by the respondents to the complainant within a fixed period.

Learned counsel for the complainant has also filed a written notes of argument on his behalf mentioning therein that he had purchased Flat No.301 in the impugned project named 'Shanta Enclave' from Sri Kanisk Kumar Singh @ Rupesh Singh (respondent no.1), who was having Power of Attorney duly executed by his sister, namely, Smt. Sweta Singh (respondent no.2), who happens to be the landowner of the said project land. Learned counsel for the

complainant further submits that the status of the present landowner is that of a promoter and not an allottee as per Regulation 6 and definition of a promoter in terms of Section 2(zk) of the Real Estate (Regulation and Development) Act, 2016.

Mr. Kishore Kunal, learned counsel for the respondent, had earlier appeared on behalf of the respondent on 13.02.2026 and had questioned the locus standi of the complainant on the ground that the present complainant has grievance with the landowner and not the actual promoter (builder) of the impugned project. He also submitted that the complainant had unnecessarily dragged the name of the promoter into this complaint. He also submitted that since the complainant Ranjit Kumar had purchased the flat from the landowner out of the landowner's share which had been given to the landowner by the promoter, hence Ranjit Kumar cannot be considered to be an allottee and therefore, the present matter is out of jurisdiction of RERA court for hearing the same.

On perusal of the record and hearing the submissions of the learned counsels for both the parties, it is clear that the complainant Mr. Ranjit Kumar has purchased the present flat, for which he has filed the present complaint to be redressed lies in the landowner's share and the landowner is the competent person to redress his grievances. The learned counsel for the complainant has failed to satisfy this court as to how the landowner should be treated as a promoter despite specific regulation under the Real Estate (Regulation and Development) Act, 2016 taken out in this regard. The Bench, therefore, after observing that the complainant Ranjit Kumar has bought the impugned flat from the landowner out of the exclusive share pertaining to the landowner, therefore, he cannot be treated as an allottee in this case. The court thus finding that the locus standi of the complainant is neither of an allottee nor a landowner and hence, does not find itself competent to adjudicate this case as per the provisions of Real Estate (Regulation and Development) Act, 2016.

This case, therefore, for the above reasons, is dismissed accordingly with a direction to the complainant to move the competent court for redressal of his grievances.

Sd/-

(Sanjaya Kumar Singh)
Inquiry Commissioner,
RERA, Bihar