

REAL ESTATE REGULATORY AUTHORITY, BIHAR  
Before the Bench of Shri Ved Prakash,  
Special Presiding Officer

**Execution Case no. 297/2024, 298/2024, 292/2024  
RERA/CC/903/2020, 904/2020, 335/2023**

Mr. Shashi Bhushan Prasad, Mr. Mithilesh ....Executants/Complainant(s)  
Kumar, Mr. Mithilesh Kumar Singh

Vs

M/s Agrani Homes Pvt. Ltd.

....Respondent

PROJECT- I.O.B. Nagar, Phase III, IOB Nagar, Block -T and Agrani Royal  
City, Shivala

For the complainants:/Executant(s) In Person & Mr. Mukul Kumar Singh,  
(Adv.)

For the respondent : Mr. Alok Kumar (Director)

**PROCEEDINGS (Interim Order)**

**30.01.2025**

The executants, Shri Shashi Bhushan Prasad, Shri Mithilesh Kumar as well as learned counsel, Shri Mukul Kumar Singh on behalf of executant, Shri Mithilesh Kumar Singh are physically present, but Shri Alok Kumar, Director of respondent company is produced by Phulwarisharif Jail authorities through video conferencing.

2 The executants/complainants and learned advocate by filing applications submit that on sale of the property situated at 15 Patliputra Colony, Patna, Shri Alok Kumar, the Director of the respondent company had the liability to deposit the fund in the Authority to be disbursed among the allottees as the said housing property was purchased by the Director of respondent company on diversion of funds collected from the allottees, but Shri Alok Kumar, the Director of the respondent company, in collusion with buyer, M/s Ruban Hospital Pvt. Ltd has been consistently avoiding to comply the orders of the Authority. Hence, the agreement for sale dated 07.02.2020

executed between the Buyer, Ruban Hospital and Seller, Shri Alok Kumar, Director of respondent company, being inconclusive and unregistered, cannot be legally enforced in the eye of law as it was purchased by Shri Alok Kumar out of the funds collected from the allottees after diversion. Therefore, the said agreement for sale may be declared as null and void, and the said property may be put on auction sale by the Authority with a view to generating reasonable funds in the interest of the allottees.

3. They further submit that Shri Alok Kumar, the Director of the respondent company in connivance with Ruban Hospital have falsely and secretly created a ground to refund the principal amount of allottees and that is why Shri Alok Kumar, the Director has put Ruban Hospital in possession to legalize their illegal / unregistered agreement for sale dated 07.02.2020 in clear violation of section 54 of the Transfer of Property Act, 1882, which says that without registration of agreement for sale, the property of the value above Rs. 100/- is not valid after three years of its execution.

4. The learned lawyer further submits that record of complaint case no. RERA/CC/396/2019 establishes the facts of connivance of Ruban Hospital and respondent, Shri Alok Kumar that they have fixed the consideration money of the said property at only Rs. 11,96,02,500/- as compared to previous consideration of Rs. 18,00,00,000/- as per the agreement for sale of the said property. Further that Shri Alok Kumar might have received the remaining amount of Rs. 6,00,00,000/- under the table and further that when the said property had been fixed at higher rate of consideration of Rs. 18,00,00,000/-, there was no valid reason shown as to why the said property was fixed on consideration of lower price of only Rs. 11,96,02,500/-, which is 6,00,00,000/- lesser than the previous one. Hence, the record of RERA/CC/396/2019 may be called for to drive home the point and the said property situated at 15 Patliputra, Patna of the respondent promoter, Shri Alok Kumar may be attached with the Authority and the same should be put on auction, so that the their interest and interests of maximum number of allottees may be protected.

5. On the other hand, the Director of respondent company submits that the previous purchaser of the said property who had purchased on consideration of Rs. 18 crores could not be acted upon. Hence, he consulted different prospective purchasers regarding the sale of the property in question, but finally it was materialized with Ruban Hospital and he had executed an agreement for sale on 07.02.2020 with Ruban Hospital on consideration of approximately Rs. 12 crores. Thereafter, Ruban Hospital paid part of consideration to RERA, Bihar and remaining to the Indian Overseas Bank. However, in spite of repayment of loan amount, the Bank has yet not issued NOC in favour of the respondent promoter. Hence, it will not be reasonable to attach the property with RERA, Bihar for auction sale.

6. Heard both sides and perused the records.

7. Real Estate (Regulation and Development) Act, 2016 has been enacted with an aim and objective to provide protection to the interest of allottees, to put in place the effective regulatory mechanism for regulating the growth in the Real Estate Sector. It has also been enacted to bring accountability and transparency in this sector. Prior to enactment of the present RERA Act, 2016, the money collected from the purchasers were either diverted to other project(s) or were not used towards the development of the project(s) causing lack of fund to finish the project for which the fund(s) were collected from the purchaser(s). It happens for variety of reasons, including lack of adequate funds, the projects were either stalled or were never completed. In such a situation, the individual purchaser who invested their life-long savings/ hard earned money and borrowed money on interest were left in the lurch on account of these stalled project(s).

8. The Hon'ble Supreme Court has also witnessed in several cases wherein the builders/promoters have committed fraud on a large number of allottees /consumers by way of taking consideration money for sale of flats/plots/shops from them, but never delivered the same on their promises, rather diverted the part/ entire funds to some other projects/purposes. The same thing appears to have been done in the present case also .

9. In the order dated 31.01.2020 passed by the Authority in case no. RERA/CC/396/2019, the respondent promoter has admitted that he has sold the said property situated at 15 Patliputra, Patna on consideration of Rs. 18.102 crores for which an agreement for sale has been executed and six post-dated cheques totaling to Rs. 18,10,20,000/- were also issued by the said purchaser. The details of those cheques are as follows:- cheque no. 332348 dated 04.02.2020 worth Rs. 2,00,00,000/-, cheque no. 332349 dated 05.02.2020 worth Rs. 2,00,00,000/-, cheque no. 332350 dated 28.02.2020 worth Rs. 4,00,00,000/- cheque no. 332351 dated 26.03.2020 worth Rs. 4,00,00,000/-, cheque no. 332352 dated 16.04.2020 worth Rs. 4,00,00,000/-, cheque no. 332353 dated 25.04.2020 worth Rs. 2,10,20,000/- It was further directed by the Authority that the post-dated cheques dated 04.02.2020 and 05.02.2020 of Rs. 2,00,00,000/- each amounting to the total of Rs. 4,00,00,000/- have to be deposited in a separate A/c cleared by the Authority before 06.02.2020, so that the amount of Rs. 4,00,00,000/- can be disbursed to the consumers as per the list, which has been agreed upon previously. Subsequently, as and when those remaining cheques become due, they should be deposited in the designated A/c and on following day Shri Alok Kumar shall appear before the bench and distribute that amount to the rest of the consumers as per the serial list.

10. Further the Authority, vide order dated 24.09.2020 in the said case, has come to conclusion that since the promoter, Shri Alok Kumar has been changing his stand from time to time, directed him on his assurances that he must file detailed plan of action with respect to the properties situated at 15 Patliputra, Patna, but Shri Alok Kumar, the promoter of the respondent company, without assigning any reasons, cancelled the previous agreement for sale and failed to deposit the cheque amounts in the Authority as assured by him and as detailed in the preceding paragraphs.

11. In the meantime, Shri Alok Kumar, the Director of the respondent company very cleverly and secretly dealt with the matter of the said property at 15 Patliputra, Patna with that of Ruban Hospital without any information to the Authority and executed an agreement for sale on 07.02.2020 with

Ruban Hospital on total consideration of Rs. 11,96,02,500/- and he has also not informed the Authority that the said agreement is an unregistered agreement and further without information to the Authority placed the Ruban Hospital in possession. In this view of the matter, the Authority directed Shri Alok Kumar, the Director that the fund so collected from the sale of property situated at 15 Patliputra, Patna to Ruban Hospital shall be only used for distribution among the allottees and it shall not be used for re-payment of loan or mortgaged amount as the allottees have the first charge on the money collected out of sale of the said property 15 Patliputra, Patna as the same has been purchased by the respondent promoter on diversion of fund collected from the consumers of different projects of M/s Agrani Homes Pvt. Ltd.

12. Further, it appears from the said record that On 10.02.2021, the Authority has put on hold the property situated at 15 Patliputra Colony, Patna until further order, but as discussed hereinabove, Shri Alok Kumar, the Director of the respondent company illegally handed over the said property to Ruban Hospital, which on delivery of possession of the said property despite the repeated directions issued by the Authority, started operating its hospital in a residential area, violating the provisions of Municipal Act and started earning money through commercial activities.

13. It also appears from the said record that the Indian Overseas Bank (in short IOB) has sent a letter to the Authority on 23.10.2020, intimating that Shri Alok Kumar, Director of the respondent company has availed housing loan of Rs. 2,94,00,000/- on 21.05.2015 to purchase residential property at plot situated at 15 Patliputra, Patna, measuring the total area of 17600 sq. ft registered in the name of Shri Alok Kumar, son of Shri Padum Singh (now reported to be dead). The Bank has also accepted that Ruban Hospital has paid Rs. 9,41,52,897/- to the bank and Rs. 2,58,47,103/- only is remaining out of Rs. 12,00,00,000/-. The Bank, going against the order dated 25.01.2021 passed by the Authority has claimed that it has first charge over the said residential property. The IOB has filed CWJC no 9764/2021 before the Hon'ble High Court Patna against the order of the authority that the allottees have first charge over the property. Later on, the said writ was

disposed of by the Hon'ble High Court with direction to the Bank to issue NOC to the Director of the respondent company, M/s Agrani Homes Pvt. Ltd.

14. The Authority has repeatedly directed Shri Alok Kumar, the Director of respondent company to keep the fund in a designated A/c of the project and on failure of compliance, the case under section 63 of the RERA Act will be initiated, but Shri Alok Kumar, Director of the respondent company has never complied with the directions of the Authority and initiated the action on the property 15 Patliputra, Patna at his sweat will.

15. In view of what has been discussed above as also on going through the unregistered agreement for sale dated 07.02.2020 executed between Shri Alok Kumar, the Director of respondent company and M/s Ruban Patliputra Hospital Pvt. Ltd, it is apparently clear that whereas the previous consideration amount for sale of the property 15 Patliputra was fixed at more than Rs. 18,00,00,000/-, so on cancellation of the said agreement, the consideration price of the property should have been fixed at much higher rate, but surprisingly, both parties, being in collusion with each other, have fixed the consideration at less than 12 crores. It is also important to note here that in spite of direction, none of the parties has obtained 'No Objection Certificate' from the Authority to sell the said property. Hence, in spite of deposit of partial consideration in the IOB by Ruban Hospital, the Authority is not in a position to grant permission to the respondent promoter, Shri Alok Kumar and Ruban Hospital to execute the registered sale deed with respect to the said property as he has tried to sell the said property at much lesser consideration, which very badly affects the interest of the allottees. The Bench feels that higher the price of the property, more the interest of allottees will be protected, which has not been done in the present case.

16. Hence, to protect the interest of the present executants as well as other allottees, the Bench is left with no option but to put the said property 15 Patliputra, Patna on auction sale. Therefore, the property 15 Patliputra, Patna is hereby attached with the Authority under the provisions of section 40 (2) of RERA Act, 2016, read with Rule 26 of Bihar RERA Rules, 2017 and Order 21 Rule 54 of CPC, 1908. It is further directed that the Registrar Patna / Sub-

Registrar, Danapur shall not register the sale deed of the said property on presentation of the same by Shri Alok Kumar, Director of the respondent company or his representative in favour of M/s Ruban Patliputra Hospital Pvt. Ltd or its representative till further order of the Authority.

17. The office is directed to issue letter to the Registrar, Patna/Sub-Registrar, Danapur through I.G. Registration Bihar Patna for compliance of the order of the Bench of the Authority.

Put up on 06.03.2025 for further hearing.

**Sd/-**  
(Ved Prakash)  
Special Presiding Officer