REAL ESTATE REGULATORY AUTHORITY, BIHAR

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

Exe. Case No. 374/2023

RERA/CC/806/2021

Santosh Kumar …...Complainant/ Executant

Vs

M/s Agrani Developers Pvt. Ltd./ DDL Infratech Pvt. Ltd.

…..Respondent

Project: Agrani Woods

Present: For Complainant: Mr. Punit Kumar, Advocate
For Respondent: Mr. Abhinay Priyadarshi, Advocate

31/07/2026 **PROCEEDING**

Hearing taken up. Mr. Punit Kumar, learned counsel for the complainant/ executant is present. Mr. Abhinay Priyadarshi, learned counsel for the respondent is also present.

Learned counsel for the complainant/ executant submits that as per terms and conditions of the agreement for sale, a farm house was to be developed over the land in question. It was also mentioned in Para-21 of the agreement for sale that after payment of 30% of the amount by the complainant, the farm house was to be developed by the respondent against which the remaining amount was to be paid by the complainant commensurate with the progress of construction of the farm house but despite having paid 30% i.e. Rs.24.00 lakh and also paying an additional amount of Rs.10.00 lakh i.e. even after paying a total amount of Rs.34.00 lakh, no construction of the farm house has been undertaken by the respondent and the sole intention of the respondent is to sell the property to another person at a higher rate thus depriving the complainant of his due share. He, therefore, requests for a direction to the respondent to handover the land parcel to him. He also submits that in case the respondent wishes to get the due remaining amount, he should first get the farm house constructed in the said land and then the remaining money shall be paid to the respondent. Learned counsel for the complainant also submits that as per the conditions laid in the agreement for sale, mere perusal of which makes it clear that the payment of barren land has already been done by the complainant, a direction to the respondent be given for handing over the possession of the booked land to the complainant.

Learned counsel for the respondent submits that the complainant has been asking for possession of the land on payment of only a partial amount i.e. Rs.34.00 lakh out of Rs.80.00 lakh which is unjustified. He also submits that the said booking has been cancelled in the year 2022. When enquired about the reason as to why this fact was not brought before the learned court as there is no mention of the same in the order passed by the learned Authority, learned

counsel for the respondent submits that a reference of the said cancellation notice by the respondent to the complainant was brought in the knowledge of the court but the court did not make a mention of the same in its order following which a request for rectification of the said order was made to the court, but the same could not take place and hence, the said order has been challenged in the Appellate Tribunal.

Learned counsel for the complainant submits that he has not been served a cancellation notice. If such cancellation notice has been served on the complainant, a copy of the same be given to the complainant for verification at his end.

Learned counsel for the respondent is directed to supply a copy of the said cancellation notice to the complainant and he is also directed to file a detailed reply as to why despite issuing a cancellation notice in the year 2022, the money was not voluntarily refunded to the complainant and the same was kept with the respondent, which shows a dubious attitude on the part of the respondent.

Both the learned counsels are directed to file the details of the land which has been booked with proper Khata, Khesra, Mauza and Anchal of the impugned land parcel.

Put up this case on 25.09.2026 for further hearing.

Sd/-

(Sanjaya Kumar Singh)
Inquiry Commissioner,
RERA, Bihar