REAL ESTATE REGULATORY AUTHORITY, BIHAR

IN THE COURT OF SPECIAL PRESIDING OFFICER, RERA, BIHAR

RERA/CC/556/2022

Riya Verma and Yashasvi Singh ....Complainants

Vs

M/s Sameer Infra Projects Pvt. Ltd. & Ors. …..Respondents

Project: THE SUN SHINE CITY

Present: For the Complainants: Mr. Dheeraj Kumar Roy, Advocate
For the Respondents: Mr. Mohit Raj, Advocate
Mr. Ankit Kumar, Advocate

05.02.2026 **O R D E R**

Heard Mr. Dheeraj Kumar Roy, learned counsel appearing on behalf of the complainants and Mr. Mohit Raj, learned counsel appearing on behalf of the respondents.

2. The complainants have filed this case for order/direction to the respondents to hand over their (complainants') share in the project as per Registered Deed dated 03.12.2018 and to impose penalty of Rs.5,00,000/- (Five Lakhs only) for not complying/following the rules/direction of the Act and for their wrong and misconduct and also for direction to the Respondent Nos.2 and 3, jointly and severally, to pay an amount of Rs.1,50,000/- (One Lakhs Fifty Thousand only) towards litigation cost and also for any other relief or reliefs for which they are entitled.

3. The facts of the case, in brief, are that Sameer Infra Projects Pvt. Ltd and its Director, vide a Registered Deed dated 03.12.2018, allotted 45% share in the Project "The Sun Shine City", but now they are denying to share with the complainants. Sameer Infra Projects Pvt. Ltd entered into a Development Agreement dated 14.11.2014 with the landlord and as per the same, they have decided to share the Flats in the ratio of 44:56. After the execution of the said Development Agreement, the Sameer Infra Projects Pvt. Ltd. and its Directors

failed to start the construction work due to their inabilities and the said project was about to close even before its beginning. During the last quarter of the year 2018, the Directors of Sameer Infra Projects Pvt. Ltd. approached the complainants through a common friend with an offer to take over their project as they are not in possession of the same to start the same. After due discussion and negotiation, the complainants got ready to put their hands in the project and thereafter a Registered Deed dated 03.12.2018 was executed between the complainants and the respondents, whereby the complainants are entitled for 45% of share in the project. After the execution of the said deed dated 03.12.2018, the complainants had given Rs.24,50,000/- (Twenty-Four Lakhs Fifty Thousand) to the respondents to start the project. The complainants had given his time, energy, goodwill and other resources for this project. When the time came to share in view of the Registered Deed dated 03.12.2018, the respondents outrightly denied to give the same and suddenly, on 08.09.2022, the Respondent closed the office and flew away with a view to grab the share of the complainants. Not only this, the respondents have also increased the share of the landlord due to which the share of the complainants got decreased. The complainants approached several times to the respondents for the redressal of their grievances, but the respondens deliberately failed to pay heed on it. The respondents are having *mala fide* intention to grab the share of the complainants. A criminal case bearing Kankarbagh PS Case No. 995/2022 under Sections 406, 420, 506, 120B, 34 IPC has also been registered against the respondents. Due to aforesaid conduct of the respondents, complainants are suffering huge loss. The Authority has jurisdiction to entertain and decide the matter.

4. The respondents have filed a written statement stating, *inter alia,* therein that the complaint before this forum is not maintainable as per the relief sought for and also on the facts and circumstances of the case. The application is misconceived, frivolous and not maintainable before this forum. The complainants have no *locus standi* to file any application before this forum as they have nowhere in the agreement executed on 03.12.2018. The agreement has been executed between Sri Yashasvi Singh and respondent on 03.12.2018 for

development of project as a partner by investing an amount of Rs.2.00 crore till the completion of the project and after completion of the project, they will divide the share in the ratio of 45 % and 55% in profit and loss both. Yashasvi Singh and his wife (complainant) have withdrawn a huge amount of Rs.49,30,658/- from the firm fraudulently jointly and severally, for which the respondents have given a written notice to Yashasvi Singh on 02.05.2022 to re-deposit the said amount, but they could not deposit the said amount. Yashasvi Singh has also filed an application in the apprehension that he will be removed from the partnership made on 03.12.2018 before the Registrar of Companies, Regional Office, Bihar situated at Maurya Lok Complex, 'A' Block, 4th floor, Patna and has sought relief to protect his partnership interest as per the agreement executed on 03.12.2018. As per the said application, the applicant, namely, Yashasvi Singh has stated in para 3 of page 3 that the essence of partnership deed dated 03.12.2018 was to complete the project and divide the profit/loss in the ratio as mentioned in the partnership deed which clearly stipulates that in Sameer Infra Project Pvt. Ltd., Yashasvi Singh is one of the partners and Riya Verma (complainant) is nowhere in the application made before the Registrar of the Companies. After execution of the agreement, Yashasvi Singh has not invested a single rupee in the development of the project, but he has fraudulently taken a huge amount from the Company in collusion with Riya Verma (complainant) and has also taken the valuable documents from the office when the respondent was not available in his office. The respondents have dissolved the agreement made on 03.12.2018 on the illegal act of Yashasvi Singh and his wife, namely, Riya Verma (complainant) for which a Complaint Case No.15103 (C)/2022 has also filed before the competent court of law against the Yashasvi Singh and his wife. In a Board of resolution dated 25.08.2022, a decision has been taken to dissolve the agreement made on 03.12.2018 after taking cognizance of the illegal act of Yashasvi Singh and his wife (complainant) who have also taken the huge amount from the Company's funds without giving any notice to the Board of Directors. The complainants have also filed an application before the Kotak Mahindra Bank on 17.09.2022 to make hold on bank Account No.2513314445 so that no money transaction be made by

the other Directors and on the application of the complainant Riya Verma, the Bank has denied to make hold on the bank account and stated that she has not been nominated as the authorized person as per the current record (partnership) available with the Bank. For the same relief, a frivolous application has been filed by the complainant before the police against the respondent for money as well as share in the firm which is completely a civil dispute for which the proceeding is going on. Riya Verma is one of the partners of M/s A& S Investor Group with the Yashasvi Singh made on 19.09.2018 and Riya Verma is not being party of Sameer Infra Project Pvt. Ltd. as it is apparent from the Partnership Deed dated 16.08.2018. The respondents have started the Real Estate business since 2012 and they have applied for an application for registration before the RERA in the month of January 2018 and have invested a huge amount in the Real Estate business and the complainant's husband has approach to the respondent and said that he has a desire being the partner of the project of the respondent. The complainant, who is not the partner of Sameer Infra Project Pvt. Ltd., has filed an application for the same relief in different forum personating herself as the partner of the firm for which she would be punished and a heavy cost will be imposed upon her for filing a frivolous petition before this forum.

5. After hearing both sides and on perusal of the record, it appears that the respondents have focused their arguments mainly on the maintainability of this case. As per the respondents, the agreement executed on 03.12.2018 for development of the project is a partnership agreement. The complainants do not fall within the meaning of the allottees as they are only partner as per the aforesaid agreement. The complainants themselves have admitted the fact that they have invested money in the project for development and profit and loss will be the essence of the agreement and both the parties will take profit or loss in the project. The jurisdiction of the Real Estate Regulatory Authority is to adjudicate the dispute between the promoter and the allottee. As per the arguments and the statements made in their complaint petition and the written statement, it is clear that both the parties have dispute regarding partnership. This fact cannot be decided by the Authority as the Authority has power to dispose of the matter in a

summary trial and this matter cannot be decided in summary trial. It is also an admitted fact that such type of matter is still pending before other forum.

6. The learned counsel for the respondents has drawn my attention to the orders of the Authority in Case No.CC/66/2022 dated 15.09.2023 and also in Case No.RERA/CC/1166/2021 dated 28.06.2022/04.07.2022 in which the Authority has held that the dispute arose from the partnership agreement cannot be considered by the Authority; rather they may move before the appropriate forum for redressal of their grievances. Moreover, as per the agreement, the complainant-Riya Verma is not a partner of the aforesaid agreement and so her *locus standi* in this case is also doubtful.

7. Considering the aforesaid facts and circumstances, it is crystal clear that this case is not maintainable either in the eyes of law or on facts before this forum. If the complainants have any grievance, they may approach an appropriate forum.

8. With the above observations and directions, this matter is disposed of.

Sd/-

(Vinod Kumar Tiwari)
Special Presiding Officer,
RERA, Bihar