REAL ESTATE REGULATORY AUTHORITY, BIHAR

IN THE COURT OF SPECIAL PRESIDING OFFICER, RERA, BIHAR

RERA/CC/541(A)/2022

Gyaneshwar Singh …….. Complainant

Vs

M/s Sarvodaya Grih Nirman Pvt. Ltd. & Ors. ……..….Respondents

Project: SILVER COAST, BLOCK-B, G & F

Present: For the Complainant: None
For the Respondents: Ms. Kriti Suman, Advocate

11.02.2026 **O R D E R**

Hearing taken up. Complainant is absent. Ms. Kriti Suman, learned counsel appears for the respondents.

2. Despite last chance given to the complainant vide order dated 19.01.2026, he has chosen not to appear. Hence, this case is being disposed of on the basis of the material on record.

3. The complainant has filed this case to direct the respondents to complete the flats of complainant's share in all respects and hand over the possession of the same to him and to allot and demarcate the flats from the multi-storied housing complex. It is also for a direction to pay the penalty for the delayed period along with interest and also to pay for the illegal constructions of ramp made in the land of the complainant and to stop further construction of the extended ramp. It is also for suitable penal action against the developer in accordance with law and also for issuance of any other order/orders which the Authority deems fit and proper.

4. The facts of the case, in brief, are that the complainants are the son and daughter of Late Sri Kedarnath Singh and the complainant is a person who entered into a land Development Agreement with the Respondent-Company for construction of multistoried housing society. On 28.03.1995 the complainant

along with his father and other brothers entered into a *yadasht* partition of ancestral property upon mutual agreement. In the said mutual partition (*yadasht batwara*) Late Kedarnath Singh was allotted 5 kattha 10 dhur i.e., 40% share of the land, bearing Khata No.217, Plot No.773, Tauzi No.5854 situated in Mauza-Nasriganj, Danapur, Patna, Bihar. On the aforesaid land a cold storage business was being run by Late Kedarnath Singh and his son, namely, Akhileshwar Singh, in partnership of 40% and 60% respectively, going by the name of Bajrangbali Cold Storage. One of the coparceners, namely, Sri Akhileswar Singh, elder son of Late Kedarnath singh illegally grabbed the said land of Khata No.217, Plot No. 773, Tauzi No.5854 situated in Mauza-Nasriganj, Danapur, Patna, Bihar, against which a suit, bearing Title Partition Suit No.70 of 2005, was instituted between the parties and the same was adjudicated through mutual agreement in the Lok Adalat and the learned Court vide order dated 24.08.2005 passed a judgment that 40% of the land i.e., 82 decimal land of plot no.773, khata no.217, Tauzi no.5854, Mauza-Sikandarpur, Nasriganj, Danapur, Patna, Area 5 Kattha 10 Dhur belongs to Late Kedar Nath Singh. Late Kedarnath Singh, father of the complainant, died intestate leaving his sons and daughters without any will and hence the landed property as well as 40% share in 82 decimal of land bearing plot no.773 khata no.217 Tauzi no.5854, Mauza-Sikandarpur, Nasriganj Danapur, Patna, bearing area 5 Kattha 10 Dhur shall equally be distributed among the coparceners as well as the flats constructed on the said landed property must be allotted to the complainant being son of Late Kedarnath Singh. The complainant executed a registered Development Agreement along with other coparceners of the landed property on 07.03.2012 for the construction of the multistoried residential building over Khata No. 217, 199, 187, 212, Plot No.773, 302,305, 306 and Tauzi No.5854 under Mauza-Nasriganj, equivalent to 78.78125 decimals. Major part of the aforesaid piece of lands is already partitioned ancestral property and amongst which 5 kattha 10 dhur land was undivided property of Late Kedarnath Singh. As per the Development Agreement, the respondents has to complete the project within five years with a grace period of six months from the date of execution of the Development Agreement. On repeated requests, the Respondent

(developer/builder) started the construction work, but as on date the building is still incomplete. The respondent has deliberately completed their own share of flats and has executed registered sale deed in favour of his respective buyers. As per the instrument of share division signed on 07.03.2012 between the complainant and the respondent, the respondent-builder agreed that the share of the complainant will either be completed simultaneously or even before the completion of the respondent's share, but the builder has deliberately completed his own share only and left the complainant's share incomplete which manifest their *mala fide* intention. The respondent cunningly and deliberately with an intention to defraud the complainant again executed a fresh Development Agreement on 15.04.2017. It is pertinent to mention here that as per the registered Development Agreement dated 15.04.2017, it was further decided and agreed between both the parties that 50% share of the total constructed area on the complainant's land as well as the undivided land of his father Late Kedarnath Singh would come under the share of the complainant and rest 50% would be the share of the respondent promoter's Company. The respondent neither delivered the flats in his share nor constructed the agreed multipurpose housing project till today. As per the Development Agreement dated 07.03.2012, the project was to be completed by September, 2017, but even after repeated requests and queries made by the complainant, there was no satisfactory reply given by the respondent-builder. Thus, the respondent has deprived the complainant’s legitimate right and fraudulently caused wrongful gain to the respondent and put the complainant in wrongful losses.As per the Development Agreement by way of penalty, the respondent-Developer shall pay Rs.25,000/- per month till the handover of the project/ complainant’s share.

5. None has appeared for the complainant. However, learned counsel for the respondent has appeared and submitted that this case is not maintainable before this court. Hence this case is to be dismissed.

6. After hearing the learned counsel for the respondent and perusal of the record it appears that the complainant has filed this case for his share and

penalty whereas the fact of the case is regarding share of the parties. It also appears that a suit, bearing Suit No.430 of 2022, before the Sub-Judge-I, Danapur is pending and another matter has been filed by a person claiming to be the relative of the land owner in T.P. Suit No.13/2023 and in both the matters, he has been made a party. The respondent has filed copies of the two title suits. As the matter is pending before the competent Civil Court in relation to title and share of the land in question, this court has no right to interfere in the matter of Civil Court's jurisdiction. This case is not maintainable at present. So this case is to be dismissed as this Court has no jurisdiction.

7. The case is, thus, dismissed.

Sd/-
(Vinod Kumar Tiwari)
Special Presiding Officer
RERA, Bihar