

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**  
**Before the Double Bench of Mr. Naveen Verma, Chairman**  
**& Mrs. Nupur Banerjee, Member**

Case No. CC/1607/2020

Akhil Agarwal.....Complainant

Vs

M/s Bigneshwar Commodities Pvt. Ltd..... Respondent

PROJECT: - SYAMA GARDEN

**ORDER**

**1-02-2022**

This matter was last heard on 18-01-2022.

The case of the complainant is that he entered into a registered development agreement with the respondent company on 29.04.2011 for the development of the project upon the land held by the complainant along with his brothers. The complainant has alleged that as per the agreement, the share was to be divided equally between the complainant and his brothers and the possession was to be provided within 2 years from the date of sanction of the map. The complainant has alleged that the respondent company has sublet the project to one Ashwani Kumar Sinha without the consent of the complainant. The complainant has also alleged that the respondent company has completed and sold the share falling in their share but has not completed the work in the share of the complainant. The complainant has stated that he requested the respondent company to complete the share of the complainant and also sent legal notice but no response was received. Therefore the complaint has been filed praying for handing over of the possession with complete facilities and payment of compensation for the delay caused.

The complainant has placed on record development agreement dated 29.04.2011, copy of re-share distribution agreement, legal notice dated 31.07.2020,

Reply has been filed by the respondent company wherein they have denied the contentions of the complainant and that the latter has occupied flats no. 402 and 403. The respondent has further submitted that a supplementary development agreement was also executed with the complainant. They have also stated that they have also sent legal notice to the complainant and written letter to the police station.

The complainant has filed a rejoinder to the reply and have refuted the allegation of the respondent that flat no. 402 and 403 have been wrongfully occupied. The complainant has stated that a two share Distribution Agreement have been prepared between both parties. Further, the legal notice was never served upon the complainant .

During the last hearing, the learned counsel of the respondent submitted that the share of the flats of complainant was handed over in 2015 but he has forcibly taken possession of flats 402 and 403 which was not in his share.

The Bench takes note of the submission of the learned counsel for the respondent that all the articles related to installation of lift and generator in building are lying in the premises of the building but could not be installed due to interference and non-cooperation from complainant. The counsel further averred that the company is ready to complete the work within 6 months, if, there is no obstruction from the complainant.

The Bench observes that the dispute basically pertains to the share of flats belonging to the complainant and the respondent company and the share distribution agreement which has to be adjudicated upon by the competent Court. The allegation of forcible occupancy of flats by the complainant may be taken by the respondent

company before a court of competent civil jurisdiction and /or pursue the criminal matter.

However, regardless of the ultimate outcome, the promoter is bound to complete the work in the project and provide facilities to the allottees in accordance with the development agreement in case of land owners or agreement to sale in respect of other allottees. The land owner, as an allottee under the Bihar RERA Regulations, 2021 and the promoter are both required to fulfil their obligations under the Real Estate (Regulation & Development) Act, 2016 so that project can be completed on time.

Therefore, after considering the documents filed and submissions made, the Bench hereby directs the respondent company and their Directors to complete the project with all amenities as promised in the agreement. The complainant is directed to provide co-operation to the respondent company so that the project can be fully completed.

With these directions and observations, the matter is disposed of.

Sd/-

**Nupur Banerjee**  
**(Member)**

Sd/-

**Naveen Verma**  
**(Chairman)**