

REAL ESTATE REGULATORY AUTHORITY, BIHAR
Before the Hon'ble Chairman, Mr Naveen Verma, RERA, Bihar

Case No: RERA/CC/542/2021

Kavita Singh.....Complainant

v.

M/s Raj ConstructionRespondent

Project: - Raj Complex

Present: For Complainant: Mr. Sunil Kumar Singh, Advocate
For Respondent :Mr. Sharad Shekhar, Advocate

HEARING THROUGH VIDEO CONFERENCING/PHYSICAL MODE

ORDER

01-11-2021 The matter was last heard on 01.10.2021.

The case of the complainant is that she entered into development agreement with the respondent company on 08.05.2013 for the development of the project on her land. As per the development agreement, 40% of the built- up area was to be handed over to the complainant. The complainant further submitted that as per the development agreement map was sanctioned and accordingly project started. Even after lapse of 8 years the project has not been completed, and hence she has filed this matter for getting possession of her share of 40% in the built up area.

Perused the records of the case. The respondent company has filed its counter affidavit stating therein that the Complainant held the title of the land through a power of attorney which has been revoked by the Executant of Attorney on 31.3.2020 and that she is not the absolute owner of the land in question. He further submits that the documents and deeds does not bear the name of the Complainant and she is demanding the share on the basis of an unregistered development agreement which is not tenable in the eyes of law.

The learned counsel of the respondent company also raised the issue of maintainability of the case before Authority on the ground that the complainant does not have clear and marketable title over the land and that validity of the development agreement has to be established by the competent court of civil jurisdiction.

The learned counsel for the complainant rebutted the submission of the respondent company submitting therein that if the development agreement is not registered then this is negligence on part of the respondent as well. The complainant is a landowner, the map has been approved on her application and there is no defect of the title. The project is developed on her land and she is an allottee/ landowner fit to be covered under the purview of the Real Estate (Regulation and Development) Act, 2016 and that the Respondent cannot claim

that the Development agreement is null and void and that the Complainant is neither the allottee nor the landowner, and that too, after filing of the complaint case.

The Bench takes note of the submissions of the parties and the evidence brought on record. After perusing the development agreement and the revenue receipts annexed with the complaint, the bench notes that the land in question has been mutated in the name of the complainant and therefore, the complainant has clear and marketable title over the said land. Therefore the complainant is a landowner/allottee entitled to agreed 40% share in the project and the instant case is maintainable before the Authority.

As far as the question of validity of development agreement, the adjudication regarding its validity and enforceability is beyond the purview of the Authority and the competent court of jurisdiction is the civil court. However, taking into account the fact that the complainant is the landowner, the Bench observes that the development agreement is valid and the respondent company has to abide by it.

The Bench directs the respondent company to develop the project and hand over the share of the complainant within a period of 2 (two) months from the date of this order failing which the complainant is at liberty to approach the Authority under relevant sections of the Act.

With these directions, the matter stands disposed of.

Sd/-
Naveen Verma
Chairman