

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**

**Before the Bench of Mr. Naveen Verma, Chairman**

**Case No. RERA/CC/323/2021**

**Pramod Kumar**

**.....Complainant**

**Vs**

**Motilal Singh**

**.....Respondent**

**Project: Sai Motilal Enclave**

**ORDER**

**04.07.2022:** This matter was last heard on 07.02.2022 and was posted for orders on 7.3.2022. However, due to other pre-occupation of the Bench, order could not be pronounced.

This matter has been filed by Pramod Kumar, Director M/s Brick Estate Pvt. Ltd. against the land owner Shri Motilal Singh against the non-cooperative behavior for the project as per development agreement.

The case of the promoter is that he had entered into a Development Agreement with the land owner in 2017. He submits that considering the time involving in construction he had constructed G+2 building on a portion of land for the residence of land owner. This construction was not for sale and was only to provide an alternative residence to the land owner.

Meanwhile, a suo-motu case was initiated by the Authority and the work was stopped. He also mentioned

some issues about the title of land which is also pending. He has mentioned that Rs. 1.01 crore was given to the land owner and the cost of construction was incurred by them. He submits that the land owner entered with an agreement with some other promoter which should not be entertained.

In this matter the land owner, as respondent has not appeared despite notice having been sent upon him and therefore, ex-parte order is being passed.

Perused the records. The Bench observes that this a matter of breach of contract between the land owner and the promoter. The Authority could have entertained cases between the land owner and the promoter only if the map is approved and the land owner is an allottee of the project. In this matter the promoter has himself stated that the map has not been prepared and therefore, there is no real estate project on ground. Prima facie, the matter is not maintainable.

The issue of the building having been made for the land owner and the expenditure incurred on this are the matter to be settled by the competent court of Civil Jurisdiction.

In so far as, the Authority is concerned, since the title of land of the project is in dispute, it would be

appropriate to prevent registration of any other project on the same land. The land owner ought to cancel the development agreement with the complainant first before executing any other fresh agreement, but this can be enforced by the Civil Court. The complainant may alert the Authority if any other promoter comes forward to register the project on the same land.

With these observations the matter is disposed of.

**Sd/-  
Naveen Verma  
Chairman**