

REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Bench of

Hon'ble Member Mr. S.D. Jha, RERA, Bihar,

RERA/CC/210/2022

Mr. Anup Kumar @ Anup Singh..... Complainant

Vs.

M/s Raj Construction & Other Respondent

For the complainant: Mr. Sumit Kumar , Advocate

For the Respondent: Mr. Sunil Kumar Singh, Advocate

Project: SHRI BRIJ BALAJI TOWNSHIP

ORDER

14.03.2023 Hearing taken up. Mr. Sumit Kumar , Advocate, appears for the complainant. Mr. Sunil Kumar Singh, Advocate, appears for the respondent.

Learned counsel for the complainant submits that an agreement between the complainant and the respondent had arrived at on 18.5.2016 to develop a multistoried project over his land located at Danapur, Patna, and it was decided that 50% of the total construction area would go under the share of the complainant and rest 50% to the respondent – company. He has also submitted that the respondent has grossly violated the agreement in not handing over the share of the complainant/landowner. He has further submitted that the respondent is committing breach of agreement by not handing over the complainant's share and is involved in executing the sale deeds without deciding the share of the complainant. In support of this submission, he has filed six sale deeds, which are kept on the record. Lastly, he submits that in the light of Section 5 of the Bihar Apartment Ownership Act, 2006, a direction may be issued to the respondent - firm to allot and execute Share Distribution Agreement with the landowner/complainant.

Learned counsel for the respondent submits that this case is not maintainable before the Authority because of the fact that the issue involved in the matter is to decide the share between the parties and that has also been submitted by the complainant's counsel in his last submission, which can be decided only by the competent jurisdiction of the Civil Courts.

Having heard learned counsel for the parties and going through the record including the development agreement, prima facie, it appears that while entering into the agreement for development of the project over the complainant's land, no agreement for specific distribution of share between the parties was arrived at. Hence, I am of the view that the learned counsel for the respondent is right in submitting that the dispute involved in the matter regarding distribution of share between the parties is of civil nature and that can be decided only by the competent jurisdiction of the Civil Courts.

In view of the aforesaid facts, this case is dismissed with a liberty to the complainant to move the appropriate forum for redressal of his grievance.

With the aforesaid observations, this application is disposed of.

Sd/-
S.D. Jha
Member