

REAL ESTATE REGULATORY AUTHORITY, BIHAR
2nd Floor, BSNL Telephone Exchange, North Patel Nagar, Road No. 10,
Patna -800023

Before the Single Bench of Mrs. Nupur Banerjee, Member

Complaint Case No.: CC/998/2020

Sunita Devi.....Complainant

Vs.

M/s Divya Construction Pvt. Ltd.....Respondent

Project: Narendra Sadan

ORDER

18-01-2022

The matter was last heard on 09.12.2021. The complaint was filed on 31-01-2020.

The case of the complainant is that he is the owner of land having area -3933 sq. ft., equivalent to 9.030584 decimal, situated at Mohalla – New Punaichak, bearing Khata No.-296, Plot No. 576, Tauzi No.-870, Thana No.-07, Mauza - Dhakanpura, Pargana, Ward No. 34/12, Circle No. 249, Jamabandi No. 1477, Thana – Shastri Nagar, District- Patna. He further submitted that he had entered into development agreement dt.13-02-2013 for the construction of a multi- storied building with the respondent company upon his land on 50-50 share ratio. It has been also submitted by the complainant that as per agreement, out of total 9 flats, four flats were given to complainant (land owner) and 5 flats to the respondent and it was also agreed that since the respondent has been allotted 5 flats, therefore, 381 sq. ft. area which is of the share of respondent shall be adjusted to complainant. He further submitted that respondent has sold their shares of flats but had not

paid the amount of 381 sq. ft. as per the agreement. He states that he had filed this cases to give direction to respondent to pay the amount of 381 sq. ft. as per the agreement.

The Complainant has placed on record development agreement dt.19-01-2013 and supplementary agreement dt.13-02-2013 and letter written to respondent company dt. 29-01-2019.

Mr. Sanjay Kumar Mishra, Proprietor of respondent company had filed its reply on 06-07-2020, stating therein that present complaint case is not maintainable and the development agreement has been executed between Sri Narendra Kumar Singh (land owner) and M/S Divya Constructions through its director Sri Sanjay Kumar Mishra and there is no locus of complainant to file the present case as all the documents demonstrated in the name of Sri Narendra Kumar Singh and no documents brought by complainant or any letter which shows that Sri Narendra Kumar Singh (land owner) had given complainant any right in respect to development agreement. On 23-03-2021, Mr. Narendra Kumar Singh, son of Sri Uday Nararyan Singh, had filed letter of authorization stating therein that he authorize his wife Sunita Devi to proceed on his behalf in this present case as he is not well and suffering from various heart disease. He had also brought on record a certificate, issued by Dr. Prahabat Kumar, dt.02-02-2015 about his grandfather Narendra Kumar Singh suffering from some disease.

Mr. Sanjay Kumar Mishra, Proprietor of respondent company had filed notes of argument on 20-12-2021, stating therein that as per agreement, the respondent had given 50% share to complainant and so far the share of 381 sq.ft. is concerned, the respondent has suffer huge loss due to litigation arises on the

ground floor flat resulted into Vigilance case during inspection under building byelaws with respect to deviation in the building for which the complainant is also responsible. It has been also submitted by the respondent that for dispute of 381 sq.ft., it was agreed between both the parties that they will mutually resolved it but complainant instead of resolving mutually, has filed the present case.

During the last hearing on 09-12-2021, the complainant had submitted that as per the last hearing, direction, the complainant approach the respondent to settle the matter amicably on various occasions but respondent has written a letter in respect to that stating therein that they will pay Rs.3,81,000/- only for the area which is under dispute i.e.381 sq. ft. He further submitted that the amount offered by the respondent for compromise is not reasonable and requested to direct the respondent to pay the amount as per prescribed government rate.

The learned counsel for the respondent has submitted that the case is not maintainable and the complainant has no locus standi to file the present complainant as the development agreement was executed between Narendra Kumar Singh, Land Owner with M/s Divya Construction through its director Sanjay Kumar Mishra and complainant has not submitted any documents, stating that Narendra Kumar Singh had given complainant any right in respect to development agreement. He further submitted that, so far the share is concerned, the respondent had given full share and for remaining 381 sq. ft., respondent is ready to pay as per the valuation of 2013 as per development agreement i.e. Rs.3,81,000/-.

Considering the submissions and documents filed by both the parties, the bench observed and directs the respondent to adjust the 381 sq.ft. as per the development agreement dt.13-02-2013 and pay the reasonable amount as per the present prescribed government circle rate within 60 days from the issuance of this Order.

Sd/-
Nupur Banerjee
Member