



2026:CGHC:22684-DB

**NAFR**

**HIGH COURT OF CHHATTISGARH AT BILASPUR**

**MA No. 68 of 2026**

- M/s. Admire Infrazone Pvt. Ltd. Through Its Director Dilip Kumar Pahuja (In Complete Name Mentioned In The Impugned Order Dated 11-02-2026, As Dilip Pahuja) S/o Late Shri Narayan Das, Aged About 58 Years, R/o B 7 R.S. Park, Near Chhattisgarh College, Bairan Bazaar, Police Station - City Kotwali, District Raipur Chhattisgarh

**... Appellant**

**versus**

1. Chhattisgarh Real Estate Regulatory Authority (R E R A) Through Its Registrar, Raipur, District Raipur Chhattisgarh
2. Shri Jaiprakash Keswani S/o Shri Ratan Chand Keswani Aged About 50 Years R/o Gali No. 4, Telibandha, Tehsil And District - Raipur Chhattisgarh

**... Respondents**

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For Appellant : Mr. Surfaraj Khan, Advocate

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**D.B. Hon'ble Shri Parth Prateem Sahu, &  
Hon'ble Shri Sachin Singh Rajput, JJ.  
ORDER ON BOARD**

**Per Parth Prateem Sahu, J**

**13/05/2026**

1. Aggrieved with the order dated 11.02.2026 passed by Chhattisgarh Real Estate Appellate Tribunal in Appeal No. 375/2025 appellant herein has filed this appeal under Section 58 of the Real Estate (Development and Regulation) Act, 2016 (hereinafter referred to as "Act of 2016").
2. Learned counsel for appellant submits that the appellant is a newly incorporated company under the Companies Act, 2013 and engaged in the lawful activities. Respondent No. 2 entered into an agreement dated 23.12.2019 with appellant for purchase of land admeasuring 4390 sq.ft. situated at Kh. No. 32/61 at village Sejbahar, District Raipur, C.G.

Subsequently another agreement was executed between appellant and Respondent No. 2 on 28.12.2019. Respondent No. 2 failed to comply with the essential terms and conditions of the agreement, in particular, the timely payment of consideration amount and later on Respondent No. 2 issued a legal notice to appellant. He contended that notice was replied stating that it is Respondent No. 2 who committed breach of agreement. Respondent No. 2 instead of taking recourse to the civil remedy available under law had filed a complaint before concerned police station, based upon which F.I.R. was registered for alleged commission of offence under Section 420, 120-B, 34 of IPC, upon which a criminal case was registered and after trial proceeding, appellant and others were acquitted. Respondent No. 2 has also filed a complaint under Section 31 of the Act of 2016 with malafide intention. Upon receipt of the notice, appellant submitted objection specifically pleading that appellant is not a promoter and Respondent No. 2 is not an allottee and therefore complaint is not maintainable. The adjudicating authority of RERA after hearing the parties has dismissed the complaint holding that the dispute is of civil nature and is not maintainable under the provisions of Act of 2016. Respondent No. 2 preferred an appeal before the Appellate Tribunal and the Tribunal without considering the core issue involved in the case of the jurisdiction and maintainability has mechanically set aside the order dated 24.09.2025 and remanded the matter back to RERA for fresh adjudication arbitrarily without considering the relevant provisions under the Act of 2016.

3. We have heard learned counsel for appellant and also perused documents enclosed along with this appeal.
4. Appellant along with the appeal has enclosed copy of agreement to sale dated 23.12.2019 as Annexure A-6 and agreement to sale dated 28.12.2019 as Annexure A-7. Perusal of contents of agreement would show that in the agreement it is specifically pleaded that the appellant seller will get the map approved from Town and Country Planning; will obtain development licence/

permission from the Sub-Divisional Magistrate; would divert the land and will get registration with RERA. In agreement, appellant agreed to sell the land bearing Kh. No. 32/61, 32/12, 32/60, part of 32/47. Relevant portion of the agreement is extracted below for ready reference:

- यह कि, विक्रेता उक्त जमीन पर संलग्न नक्शे के अनुसार टीएनसीपी से नक्शा पास कराएगा, एसडीएम से विकास अनुज्ञा लेगा, डायवर्सन करवाएगा, रेरा रजिस्ट्रेशन कराएगा तथा उक्त रकम से स्थल पर विकास कार्य करेगा।
- **X X X X**
- बिल्डर द्वारा सामने से पीछे जाने की रोड, सिवर लाईन, पाईप लाईन, बिजली केबल इत्यादि का कार्य करने में आप सहयोग करेंगे किसी भी तरह की बाधा नहीं डालेंगे। किसी भी तरह के बदलाव बिना बिल्डर के अनुमति के नहीं किया जा सकता है।
- **X X X X**
- यह कि, किसी भी तरह की बड़ी सरकारी फीस (चार्ज) (विकास अनुमति) पूर्व से अधिक फ्लैट के कारण अन्तर राशि) अगर लगती है, क्रेता को अपने हिस्से के अनुसार देय होगी बिल्डर द्वारा आपको आगे से पीछे जाने का मार्ग, सिवर लाईन, नाली, पानी का पाईट दिया जायेगा। (अनुबंधित भूमि में)
- **X X X X**
- यह कि, विलेख में वर्णित भूमि पर विकास हेतु ड्रेनेज सिस्टम, वॉटर सप्लाई तथा आवागमन मार्ग में क्रेता अथवा संभावित क्रेता के द्वारा कभी भी रूकावट अथवा व्यवधान उत्पन्न नहीं किया जावेगा अर्थात् उक्त भूमि पर विकास बाबत किए जाने वाले कार्यों में पूर्ण रूपेण सहयोग प्रदान किया जावेगा।"

5. Agreement dated 28.12.2019 (Annexure A-7) also is with respect to the same land. Under Clause-11, there is mention with regard to development of land by the seller/ appellant. Clause-11 of the said agreement is extracted below for ready reference.

**"11.** यह कि, विक्रेता उक्त भूखण्ड पर नियमानुसार विकास कार्य करेगा। यह कि, विलेख में वर्णित भूमि पर विकास हेतु ड्रेनेज सिस्टम, वॉटर सप्लाई प्वाइंट तथा आवागमन मार्ग आगे से पीछे जाने के लिए क्रेता अथवा संभावित क्रेता के द्वारा कभी भी रूकावट अथवा व्यवधान

*उत्पन्न नहीं किया जावेगा अर्थात् उक्त भूमि पर विकास बाबत किए जाने वाले कार्यों में पूर्ण रूपेण सहयोग प्रदान किया जावेगा।"*

6. Under Section 2(C) of the Act of 2016, "Agreement for Sale" is defined, which means an agreement entered into between the promoter and the allottee. Section 2 (zk) defines "promoter" and Section 2(d) deals with "allottee", which are relevant in the facts of the case and therefore they are extracted below for ready reference:

"(zk) **"promoter"** means,—

(i) a person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees; or

(ii) a person who develops land into a project, whether or not the person also constructs structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structures thereon; or

(iii) any development authority or any other public body in respect of allottees of— (a) buildings or apartments, as the case may be, constructed by such authority or body on lands owned by them or placed at their disposal by the Government; or (b) plots owned by such authority or body or placed at their disposal by the Government, for the purpose of selling all or some of the apartments or plots; or

(iv) an apex State level co-operative housing finance society and a primary co-operative housing society which constructs apartments or buildings for its Members or in respect of the allottees of such apartments or buildings; or

(v) any other person who acts himself as a builder, coloniser, contractor, developer, estate developer or by any other name or claims to be acting as the holder of a power of attorney from the owner of the land on which the building or apartment is constructed or plot is developed for sale; or

(vi) such other person who constructs any building or apartment for sale to the general public.

*Explanation.*—For the purposes of this clause, where the person who constructs or converts a building into apartments or develops a plot for sale and the person who sells apartments or plots are different person, both of them shall be deemed to be the promoters and shall be jointly liable as such

for the functions and responsibilities specified under this Act or the rules and regulations made thereunder;

(d) “**allottee**” in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;

7. Under the Act of 2016, word promoter has been very widely defined including a person who develops a land into a project whether or not the person also constructs structures on any of the plots and it further provides that any other person who acts himself as a builder, coloniser, contractor, developer, estate developer or by any other name or claims to be acting as the holder of a power of attorney from the owner of the land on which the building or apartment is constructed or plot is developed for sale.
8. From the contents of agreement, as extracted above, it is clear that the appellant-seller had entered into an agreement to sale of the land that he will develop the land, subject matter of the agreement, after taking approval from the competent authority (TNC) as required and therefore *prima facie* it is appearing that the status of appellant would fall within the definition of promoter which can be further adjudicated and decided by the authority after considering the evidence to be placed on record by the respective parties. The allottee has also been defined under the Act of 2016, as extracted above and it means that a person to whom a plot, apartment or building, as the case may be, has been allotted, sold or otherwise transferred. From the agreement, undisputedly the plot, subject matter of the agreement, has been allotted subject to further conditions as mentioned therein of payment of consideration on installments apart from other conditions to be fulfilled by the seller (appellant).
9. The submission of learned counsel for appellant that Respondent No. 2/ complainant has not complied with the terms and conditions of the

agreement is subject matter of evidence to be considered and decided by the appropriate authority. The Appellant Tribunal after dealing with the relevant provisions under the Act of 2016 and also the provisions under Section 31(1), which provides for filing of a complaint by the aggrieved person, had allowed the appeal in part and remanded back the case to RERA for readmission of complaint on its original number and to dispose of the complaint, in accordance with the procedure as prescribed under the Act of 2016 and rules framed thereunder within a specific time frame.

10. From the order Annexure A-2, adjudicating authority of RERA, considering the preliminary objection filed by appellant/ non-applicant No. 2 has dismissed the complaint observing that the nature of dispute is of civil nature. RERA has not tried the complaint according to the procedure as provided under the Act of 2016 and rules thereunder. RERA could have considered and framed the issues on the objection to be raised in reply to be submitted by non-applicant therein, recorded evidence of parties in support of pleadings, for arriving at just conclusion, which has not been done.
11. For the foregoing discussion, as the appellant is having liberty to raise all the grounds in the reply to the complainant which can be considered by the RERA following due process of law as provided under law for deciding of a complaint and further considering the facts and circumstances of the case, we do not find any error in the order impugned passed by the Chhattisgarh Real Estate Appellate Tribunal, Raipur.
12. Accordingly, the appeal being devoid of substance, which is liable to be and is hereby **dismissed**.
13. No order as to cost.

**Sd/-**

**(Parth Prateem Sahu)**

**JUDGE**

**Sd/-**

**(Sachin Singh Rajput)**

**JUDGE**

