



REAL ESTATE REGULATORY AUTHORITY, BIHAR
Before the Single Bench of Hon'ble Inquiry Commissioner, Mr. Sanjaya Kumar Singh,
RERA, Bihar.

RERA/CC/405/2024

Madhu Mishra

... Complainant

Versus

M/s. Redbrick Infrabuild Pvt. Ltd

... Respondent

Project: Redbrick Empire

**Present: For Complainant: Adv. Mr Chandra Shekar, son of the
Complainant
For Respondent: None**

ORDER

19.06.2026

1. Hearing taken up. Mr Chandra Shekar, who is the son of the complainant duly authorized by her, appears on behalf of the complainant. Nobody appears on the behalf of the Respondent.
2. The present matter was last heard on 21.01.2026 and the order was reserved and is being pronounced today.
3. The Complainant has filed the present complaint case against the Respondent company stating that an Absolute Sale Deed dated 24.01.2023 was executed between the parties in respect of Plot No. 682, Khata 97 admeasuring approximately 2000 sq. ft., situated in Mauza Baghakol, Maner Thana Vikram. The said plot forms part of the registered project Redbrick Empire bearing Registration number BRERAP010681/823/R-701/2019 for a total consideration amount of Rs16,00,000.

4. The Complainant further submits that an additional sum of ₹1,23,000/- was paid towards registration charges in respect of the subject land parcel. However, upon approaching the competent revenue authorities for mutation of the said land, the mutation application was rejected vide letter dated 17.06.2024 by the Circle Officer, Bikram, Patna. The rejection was premised on the finding, arrived at after due verification and due diligence, that the subject land was recorded as Gairmajarua Malik land, rendering the mutation application untenable and liable to be rejected.
5. The learned counsel for respondent submits that the respondent has purchased the aforesaid plot through a registered sale deed no 4393 dated 01.06.2018 and mutated by the Circle officer Bikram Anchal vide Bhag Vartaman- 6 Page no 23 and has been paying the land revenue pertaining to the said land parcel regularly.
6. It is further submitted by the learned counsel for the respondent in their reply dated 09.10.2025 that after a registered sale deed is executed and ownership passes to the purchaser (vendee) under Section 54 of the Transfer of Property Act, 1882, the obligation to apply for mutation lies primarily with the purchaser because the seller's ownership ends after registration, and the buyer becomes the lawful owner. Hence, the buyer / Complainant should file an application for mutation in his own name for revenue and tax purposes.
7. The respondent further pleads that the nature of aforesaid land changed from Gairmajrue Malik to Raiyati category land in terms of para 3 (ii) (a) of the resolution issued by the Revenue and Land Reforms Department, Government of Bihar, Patna vide Resolution dated 11.11.2014. It is further stated by the respondent that in the case of Upendra Singh V/s State of Bihar in CWJC 7732 of 2023, the Hon'ble court instructed the District Magistrate to change the category of the

land Gairmajrua Malik to Raiyati in terms of aforesaid Resolution dated 11.11.2014.

8. In para 13 of their reply, the respondent stated that they are ready to hand over the possession of the said plot by 15th November 2025. It has further been argued by the respondent that since the respondent is not at fault, they are not liable for the refund of the consideration amount under section 18 or RERA Act 2016.
9. Perused the record and submissions made by the learned counsels for both the respondent and the Complainant.
10. It has been observed by this bench that, notwithstanding the unequivocal assurances and commitments made by the Respondent in its written reply, the Respondent has failed and neglected his prime responsibility to either hand over the possession of the subject property or voluntarily refund the amount paid by the Complainant till date. The conduct of the Respondent demonstrates a clear disregard for its contractual as well as statutory obligations owed to the Complainant. The contention advanced by the Respondent that it is not liable to refund the consideration amount paid by the Complainant is wholly misconceived, arbitrary, and devoid of any legal merit. Such a stand is contrary to the settled principles of law and equity, particularly when the Respondent has admittedly failed to perform its obligations within the stipulated period.
11. The contention advanced by the Respondent in Paragraph 4 of its reply, to the effect that, in terms of Section 54 of the Transfer of Property Act, 1882, the ownership and liability of the seller cease upon the execution and registration of the sale deed, is wholly misconceived and untenable. The Respondent has sought to place an erroneous and overly simplistic interpretation of the provisions of the Act while conveniently overlooking its continuing obligation to convey a valid, marketable, and legally transferable title to the purchaser.

12. Merely executing and registering a sale deed does not absolve the vendor from his liability arising out of defects in title, misrepresentation, suppression of material facts, or failure to transfer a legally transferable interest in the property. Where the property is subsequently found to suffer from legal infirmities or encumbrances rendering the purchaser incapable of enjoying the fruits of ownership, the seller cannot evade his responsibility by taking misconceived shelter under Section 54 of the Transfer of Property Act. Furthermore Section 55 of Transfer of property Act 1882 states:

Rights and liabilities of buyer and seller: -

In the absence of a contract to the contrary, the buyer and the seller of immoveable property respectively are subject to the liabilities, and have the rights, mentioned in the rules next following, or such of them as are applicable to the property sold:

(1) The seller is bound

(a) to disclose to the buyer any material defect in the property [or in the seller's title thereto] of which the seller is, and the buyer is not, aware, and which the buyer could not with ordinary care discover.

An omission to make such disclosures as are mentioned in this section, paragraph (1), clause (a), and paragraph (5), clause (a), is fraudulent.

13. The pleas taken by the Respondent in Paragraphs 8 and 9 of its reply appear to be a deliberate misinterpretation and misrepresentation of material facts and an attempt to mislead and misguide this Bench. The assertion of the Respondent that the nature of the subject land has been changed from Gairmajarua Malik land to Rayati land is wholly unsubstantiated, factually incorrect, and unsupported by any cogent documentary evidence.

14. The Respondent has placed reliance upon the Resolution dated 11.11.2024 issued by the Revenue and Land Reforms Department Government of Bihar. However, a careful perusal of the said Resolution reveals that it is merely a general policy guideline prescribing the procedure to be followed in matters relating to Gairmajarua Malik land and certain other categories of land. The Resolution does not contain any finding, declaration, or determination that the specific land parcel in question has ceased to be Gairmajarua Malik land or has been converted into Rayati land.
15. On the contrary, the Resolution categorically stipulates the mechanism through which title over such land may be recognized or created. It specifically provides that rights and title over Gairmajarua Malik land can accrue either upon lawful settlement by the Government in favour of a person or upon the claimant successfully establishing and defending his title by producing the requisite documents and evidence before the competent authority. Only upon due scrutiny of such materials and completion of the prescribed proceedings can a reasoned order be passed determining the nature and ownership of the land.
16. From the materials available on record, it is evident that the Respondent has neither demonstrated compliance with the procedure prescribed under the aforesaid Resolution nor produced any order, declaration, settlement record, or adjudicatory determination by the competent authority establishing its lawful title over the subject land. In the absence of such evidence, the Respondent's claim that the land has been converted into Rayati land remains a mere bald assertion devoid of evidentiary value and Merit.
17. Furthermore, the order passed by the Hon'ble High Court in CWJC No. 7732 of 2023, dated 12.09.2023, pertains exclusively to the adjudication of the land claimed by Mr. Upendra Singh. A plain reading of the said order reveals that there is no reference whatsoever to the

subject land involved in the present dispute, nor is there any mention of the Respondent Company or its Directors. It is, therefore, evident that the aforesaid judgment is in no way related to the property forming the subject matter of the present proceedings and does not confer any right, title, or interest upon the Respondent. Accordingly, this Bench finds that the contention advanced by the Respondent lacks credibility, is unsupported by any substantive record, and appears to be an afterthought devised to evade liability arising from the defective title of the property sold to the Complainant.

18. The Hon'ble supreme Court in the Case of **Mansi Brar Fernandes Versus Shubha Sharma and anr.** 2025 SCC OnLine SC 1972 has reinforced the principle laid down in the case of **Pioneer Urban Land and Infrastructure Ltd v. Union of India (2019) 8 SCC 416** and had held that

22. "Ultimately, this is a matter of policy. Falling within the exclusive domain of the Government, it cannot remain a silent spectator. The Government is constitutionally obliged to protect the interests of home buyers and the economy at large....Before parting, we observe that the right of housing is not merely a contractual entitlement but a facet of the fundamental right to life under Article 21.",

"Genuine home buyers represent the backbone of India's urban future, and their protection lies at the intersection of constitutional obligation and economic policy. Through these directions, this Court seeks to restore faith in the regulatory and insolvency framework, better speculate to misuse, and ensure that the dream home of India's citizens does not turn into a lifelong nightmare."

19. Article 300A of the Constitution of India mandates that no person shall be deprived of his or her property save by authority of law. In the present case, although the sale deed in respect of the subject property

has been duly executed and registered in favour of the Complainant upon payment of the entire sale consideration and fulfilment of all contractual obligations, the subsequent rejection of the mutation application by the competent revenue authority on the ground that the land is recorded as *Gairmajarua Malik* land has effectively deprived the Complainant of the true enjoyment and recognition of her proprietary rights.

20. The execution and registration of the sale deed created a legitimate expectation in favour of the Complainant that she had acquired a valid and marketable title over the property. However, owing to the defects in the said title and the inability of the Respondent to convey a legally transferable interest in the land, the Complainant has been prevented from securing mutation in her name and from enjoying the true ownership recognized under law. Such a situation has the effect of substantially impairing the Complainant's property rights and undermining the very purpose for which the property was purchased.
21. Furthermore, the aforesaid circumstances also impinge upon the protections guaranteed under Article 21 of the Constitution of India. The right to life and personal liberty has been expansively interpreted by the constitutional courts to encompass the right to live with dignity, security, and peaceful enjoyment of one's home and property.
22. The Respondent's failure to ensure the transfer of a clear, valid, and legally recognizable title has thus not only caused financial loss and hardship to the Complainant but has also adversely affected her right to secure housing, peaceful possession, and dignified enjoyment of property.
23. Nevertheless, it is clear that the respondent has enjoyed full economic benefit out of the amount paid by the complainant to the respondent company for the entire period from the date of payment till the present

day and therefore the complainant is entitled to refund of the entire principal amount along with due interest as per the provisions of law.

24. Accordingly, the Respondent company is hereby directed to refund the entire principal amount of Rs 16,00,000/- to the complainant along with interest @2% above Marginal Cost of fund-based Lending Rate (MCLR) of State Bank of India as applicable for three years from the date of booking till the date of refund within a period of **60 days** from the date of passing of this order.

25. After receiving the refund amount along with interest in full the complainant shall execute the sale deed of the impugned property in the favour of the respondent, the cost pf which (registration and other related costs) shall be borne by the respondent. The above registration shall be done by the complainant within a period of 30 days from the date of receipt of the entire refund amount along with interest.

With the above directions, the present complaint case is accordingly **disposed of.**

Sd/-
Sanjaya Kumar Singh
Inquiry Commissioner
RERA Bihar