

West Bengal Real Estate Regulatory Authority
Calcutta Greens Commercial Complex (1st Floor)
1050/2, Survey Park, Kolkata- 700 075

Complaint No. WBRERA/COM (Physical) 000248

Rajan Construction..... Complainant

Vs.

Smt. Anuradha De. Respondent.

Sl. Number and date of order	Order and signature of Authority	Note of action taken on order
02 30.10.2025	The Complainants, Rajan Construction, represented by the Learned Advocate, Indranil Roy who appeared physically at the time of hearing of the instant Complaint. He has submitted hazira which shall be kept in record. The Respondent, Smt. Anuradha De is absent at the time of hearing. Heard the Ld' Advocate of the Complainant in details. The Learned Advocate for the Complainant stated that the Complainant made an Agreement for Development with the Respondent on 20/7/2016 along with a registered power of attorney in respect of making a construction on 4 plot of lands under the Howrah Municipal Corporation holding No. 1/1, 1/1A, 1/1B and 1/1C of Khirode Chandra Ghosh Road, Ward No. 13, P.S. - Golabari, District Howrah. That on the date of registration of the aforesaid agreement, the Complainant has paid an amount of Rs.1,00,000/- which has been written in the point no. 1.29 of the said Development agreement and the details of payment of the said amount has been mentioned in the memo of consideration of the said agreement. That in the year, 2017, the complainant was served with a copy of summon, from which the complainant came to know that Jagat Singh Tantia & others have filed one Suit for Declaration and Permanent Injunction against the Respondent and others including the Complainant before the Ld. Court being Title Suit No. 1022 of 2017 and also further came to know that the Learned Judge has been pleased to pass an order of Injunction, in form of Status Quo over the said property in respect of nature, character, title and possession and the Suit is still pending for disposal and order of Injunction is still prevailing over the property in question. That having Injunction over the said property the Complainant being the renowned developer failed to proceed with the development work as per said development agreement as well as power of attorney and till date the Complainant being stopped thereby. That the Complainant on 14.4.2023 was suddenly served one notice, wherefrom its partner came to know that the respondent has illegally and whimsically cancelled and revoked the said agreement and power of attorney in the most unscrupulous alleged manner in gross violation of the terms and conditions stated in the said agreement, unilaterally on sending a scrap of paper without bilaterally executing any registered deed of cancellation as well as revocation of power of attorney. That the	

Complainant immediately tried to make contact with the Respondent but failed and after couple of days the Complainant came to know, that the Respondent is going to transfer the said property in favour of any third party without cancelling the said deeds as per law.

The Complainant prayed for the following reliefs :-

An order that the said Development Agreement and Power of Attorney are legal, valid and binding upon the Respondent. An order that the Respondent has no manner of right to cancel /revoke the said deeds unilaterally on the strength of said notice. An order that the said notice is illegal, inoperative and not binding upon the Complainant. An order of permanent injunction by not giving effect to the said notice and/or restraining the Respondent and her men and agents from transferring, alienating and/or encumbering her property in favour of any third party by any manner whatsoever and/or creating any disturbances with the peaceful possession of the Complainant over the aforesaid property and/or dispossessing it forcibly and illegally from the same. He also prayed for an Order of Temporary Injunction in terms of the prayer of permanent injunction.

After hearing the Complainant the Authority is of the opinion that the Complainant has failed to explain the adjudicability of his Complaint matter by this Authority as per Provision of the West Bengal Real Estate (Regulation & Development) Act, 2016. Moreover, the Complainant has stated that there are no pending cases on the self-same cause of action but on the other hand he has mentioned the Title Suit No. 1022 of 2017 which is still pending and there still an Order of Injunction over the said land in question, so the instant complainant is barred by res judicata.

Hence, the instant matter is hereby dismissed on the ground of non-maintainability.

Let the copy of this Order be served to both the parties.



(JAYANTA KR. BASU)
Chairperson

West Bengal Real Estate Regulatory Authority



(BHOLANATH DAS)

Member

West Bengal Real Estate Regulatory Authority



(TAPAS MUKHOPADHYAY)

Member

West Bengal Real Estate Regulatory Authority