

**IN THE COURT OF THE ADJUDICATING OFFICER
ODISHA REAL ESTATE REGULATORY AUTHORITY,
A-1 BLOCK, 3rd FLOOR, TOSHALI BHAWAN,
BHUBANESWAR.**

Present :

**ShriNiranjan Kumar Jena, LL.B.
Adjudicating Officer, ORERA,
Bhubaneswar.**

AOCC No.50 of2024.

Sri OM PRAKASH SENAPATI, aged about 50 years,
S/: Late Bansidhar Senapati, Vill-Senapati Bhawan,
Grand Road, In front of Town Police Station,
Dist-Puri, PIN-752001.

... Complainant.

-: Versus:-

M/s ADIGANGA PROPERTIES PRIVATE LIMTIED,
(CIN No.U45201WB1987PTC042882,
At-14/I B, Ezra Street, World Trade Centre,
9th Floor Kolkata, 700001, India,
Through the Managing Director of
M/s ADIGANGA PROPERTIES PRIVATE LIMTIED.

... Respondent.

For the complainant

... Mr. S.K.Gajndra,
Advocate.

For the respondent

... Mr. AmitPattnaik,
Advocate.

Date of order ... On 25.11.2025

-: ORDER :-

The complainant has filed this case under Sec. 31 read with Sec. 71 of Real Estate (Regulation and Development) Act, 2016 (in short “the Act”) against the sole respondent claiming compensation of Rs.2,00,00,000/- for causing financial, mental and physical losses suffered by him along with interest for delayed delivery of physical possession of the flat and to impose penalty for not updating the project status and other

requirements as per Rule 15 of the Odisha Real Estate Regulatory Rules, 2017.

2. Brief fact of the case of the complainant, is that, he along with his brothers and sisters, being the co-shares, had entered into an Indenture of collaboration/development agreement with the respondent on 09.06.2014 at Annexure-2, for development and construction of B+5 storied Commercial-cum-residential building over the scheduled property situated at Hal Final Mouza-DaitapadaSahi, Unit-22, D.S.R-Puri, PS-Town Puri, Hal Khata No.465, Hal Plot No.39/1360 comprising with an area of Ac.0.378 dec., kissam-Gaharabari-1, corresponding to SabakMouza-DandimalaSahi, SabakKhata No.40, Sabak Plot No.367 (P), Not final Khata No.503(Ka), Not final Plot No.39/1360. Pursuant to agreement at Annexure-2, the respondent has to complete the building as per the sanctioned plan, within a period of three years i.e by June 2017. On the same date i.e 09.06.2014 (Annexure-3), an irrecoverable Power of Attorney was also executed between the complainant, his other co-shares and the nominee of the respondent. While the construction work was in progress, the elder brother of the complainant had filed a partition suit before the Learned Civil Judge (Senior Division), Puri vide C.S.No.521/2016 (Annexure-4), arraying the complainant as respondent No.2 and the present respondent as respondent No.5, which was ended in amicable settlement as per the compromise petition at Annexure-5. Accordingly, a final decree was passed at Annexure-6 wherein the complainant was having the share of a built up area 770 sqft and super built up area of 1025 sqft at the ground floor and the proportionate land area of Ac.0.007 dec., out of total area of Ac.0.378 dec. at Mouza-Puri Town, Unit-22, DaitapadaSahi, Khata No.465, Plot No.39.163 (P). As per the compromise decree and sketch map, the complainant has got his share in the

commercial portion constituted on the basement ground floor, 1st floor and 2nd floor of the building measuring 11770 sqft, which is 1/4th share of the total share. It is the case of the complainant that as per the compromise petition and final decree as well as the agreement(Annexures-4,5 and 1 respectively), the respondent became entitled 50% share.

It is pertinent to mention here that though the respondent had completed the building structure as per the sanctioned plan approved by the Puri Konark Development Authority by the year 2017, but stopped further construction and developmental work, despite repeated requests and reminders and thereafter he along with other co-shares have completed the remaining works of his flat by spending a sum of Rs.7,00,000/- and furnished the commercial portion on the 1st and 2nd floor of the units as per the partition deed. It is important to note here that after demolition of Senapati Lodge, a commercial portion, they lost their source of livelihood and thereafter they decided to lease out one portion of the commercial portion in the year 2016 to Bazar Kolkota, but due to non-completion of the project as per the sanctioned plan and not obtaining the occupancy certificate, they sustained financial loss approximately Rs.1.75 crore. Since the project has not yet been completed by the respondent/developer and the same is still under construction for last 7 years, by the time Odisha Real Estate Regulation & Development Act, 2016 came into force with effect from 2017, the project is yet to get occupancy certificate, the complainant is harassed mentally, physically and financially. Lastly, the complainant submitted that since the respondent has neither handed over the possession of the flat by December, 2017 nor completed, the project is to be considered as an ongoing project for which registration certificate is required under Section 3 & 5 of the Act, 2016. Hence, the complainant

has filed this case praying the relief, as mentioned in para-1, supra.

3. Respondent has appeared and filed an exhaustive show cause stating therein that the complainant has no locus standi to bring this case as the same suffers from serious misconception for which this case is not maintainable as there is no cause of action to file this case. Besides, the above since this complaint petition is frivolous, vexatious, baseless and devoid of merit, the same is liable to be dismissed in limine with exemplary cost. It is the specific case of the respondent that as per definition of Sections 12, 14, 18 and 19 of the RERA Act, the "allottee" can only be eligible to get compensation. The definition of Section 2(d) of the RERA Act entails a transfer of title from the promoter of a plot, apartment or building as the case may be to a person, for such person to qualify as an "allottee" under the RERA Act. However, in the case at hand since there is no transfer of any plot, apartment or building by the respondent to the complainant and as the complainant himself is the original land-owner, the question of qualifying the complainant as an "allottee" does not arise.

As regards initiation of C.S.No.521 of 2016 (Annexure-A/1) before the court of Civil Judge (Senior Division) Puri, the respondent has stated that the aforesaid civil suit was filed by the complainant and other land-owners, which was ended in compromise, confirming their shares in the premises and building thereon, wherein there is no mention regarding transfer of any plot, apartment or building what-so-ever. It is the case of the respondent that the land-owners including the complainant, in order to develop an apartment complex and to construct B+G+4 floors in two blocks, had obtained plan from the PKDA and when the sanctioned plan was about to expire, the land-owners sought help from him, resulting execution of

Collaboration agreement dtd.08.06.2014 between themselves, as per which the land-owners and the respondent shall have got 50% share each in the construction building. In the above premises, the plea taken by the complainant that the respondent is to qualify as a “Promoter” has not come within the preview of Section 2(zk) of the RERA Act and as such the complainant shall not be treated as an “allottee” nor the respondent shall be treated as “Promoter”.

Lastly, the respondent has averred that since an arbitration case has been filed by him before the Hon’ble High Court as per Section 11 of the Arbitration and Conciliation Act, 1996 vide ARBP No.94 of 2024 on the same set of facts and claims, the institution of the present proceeding during pendency of the arbitration proceeding, entails multiplicity of proceedings, leading to divergent of conclusion. Respondent has further averred that the complainant and other land-owners in their letter dtd.18.10.2017 to the PKDA vide Annexure-D/1, have admitted to have completed the project in the year 2016 and as the project was completed in time, the question of giving compensation does not arise. Accordingly, the complainant has prayed to drop this case.

5. In support of their contentions, the complainant has relied upon the following documents i.e copy agreement dtd.09.06.2014 at Annexure-1, copy of Power of Attorney dtd.09.06.2014 at Annexure-2, copy of partition suit vide C.S.No.521/2016 at Annexure-3, copy of compromise petition in C.S.No.521/2016 at Annexure-4 and copy of final decree passed by the Civil Judge (SD),Puri vide Annexure-5. On the other hand, the respondent has filed copy of order sheet in partition suit bearing C.S.No.521/2-16 at Annexure-A/1, copy of order dtd.19.02.2025 in ARBP No.94/2024 passed by the Hon’ble High Court vide Annexure-B/1, copy of order

dtd.26.03.2025 passed by the Hon'ble Tribunal in Arbitration Proceeding No.12 of 2025 vide Annexure-C/1 and copy of letter dtd.18.10.2017 issued by Mr. Rama Prakash Senapati on behalf of the landowners to Puri Konark Development Authority vide Annexure-D/1.

6. Considering the aforesaid factual aspect of the case and rival contention of the parties, the following points are determined for proper adjudication of this case.

(i) Whether the complaint is maintainable?

(ii) Has the complainant any cause of action to file this complaint?

(iii) Whether the complainant is entitled to get any compensation from the respondent for suffering mental agony and monetary loss, and if so, the quantum thereof?

7. **Points No.(i),(ii) and (iii):**

For the sake of convenience, all these points are taken up together for proper adjudication of this case.

It is the case of the complainant that he along with other co-sharers entered into a collaboration/development agreement along with the respondent on 09.06.2014 for development of the schedule property for development/construction of B+5 storied commercial and residential building over the said property. Accordingly, the respondent had undertaken to complete the project as per the sanctioned plan within a period of three years i.e by the end of June, 2017. The copy of the collaboration agreement dtd.09.06.2014 is marked as Annexure-1.

Another irrecoverable Power of Attorney was also executed between the complainant and other co-shares on the same date of execution of the agreement i.e 09.06.2014 in favour of the nominee of the respondent. The copy of said Irrecoverable power of attorney has been filed by the complainant and marked

as Annexure-2. On the strength of the collaboration agreement and Irrecoverable Power of Attorney (Annexure-1 and 2 respectively), the respondent had undertaken construction work over the schedule land in the year 2016.

One of the co-sharers of the complainant had initiated a civil suit bearing C.S.No.521 of 2016 before the learned Civil Judge (Senior Division), Puri (Annexure-3) for partition of their joint property among all the co-sharers, wherein the present respondent was a party i.e defendant No.5 in that suit. The said civil suit was disposed of in terms of compromise vide compromise petition at Annexure-4. The copy of final decree has been passed on 14.10.2018 at Annexure-5, determining the share of each share holders along with the complainant and respondent. As per the final decree, the complainant got his share of built up area of 770 sqfts and super built up area of 1025 sqft on the ground floor. Similarly, on the basis of the final decree at Annexure-5, the complainant had got 1/4th share out of the joint allotment in respect of the commercial portion constituted in the 1st and 2nd floor of the building, total measuring an area of 11770 sqft.

(ii) On the other hand, the respondent became entitled to get 50% share of the total property on the basis of the aforesaid final decree passed in Civil Suit No.521/2016. The respondent only completed the building structure as per the sanctioned plan, as approved by the PuriKonark Development Authority (In short PKDA) by the year 2017. Thereafter, the respondent suddenly stopped further development work and other installation over the schedule property for active construction of the building.

It is further contended by the learned counsel for the complainant that the premises over the scheduled property is the only residential houses of the complainant and other co-

sharers. Further the complainant and his other co-sharers were running the lodging business over the scheduled property, which were stopped because the parties entered into an agreement with the respondent for development of the premises over the scheduled property. Soon after completion of the structural work i.e. skeleton of the building, the respondent did not do any development work of the said structure. He simply constructed the skeleton of the building, in consequence of which the complainant and other co-sharers could not be able to earn anything commercially and they suffered a lot.

While the matter stood thus, the respondent stated that the construction of the project has been completed properly in the year 2016. The complainant and his other co-sharers are also using the same commercially. So there is no cause of action survive with the complainant to bring the present case.

(iii) Admittedly the parties to this case have entered into a collaboration agreement on 09.06.2014 vide Annexure-1. Let us see the contents of the aforesaid agreement what it speaks from Clauses-5,6,13,14,16,17 and 18. On reading of the above clauses, it is seen that, being the promoter, the respondent had agreed to develop the building/project. Further, it is also clearly apparent from the contents of the above clauses that the complainant and other co-sharers, left their 50% share to the respondent (who was defendant No.5 in Civil Suit No.521/2016) for development of the building. Thus it is obligatory on the part of the respondent to develop the building/project being the promoter as per the agreement.

(iv) Learned counsel for the respondent submitted that the complainant is one of the land-owners and as such he is not an “allottee” but comes within the definition of “**promoter**”. Accordingly, he submitted that since the complainant is not an

allottee, he is not entitled to get any compensation in case of violation of Sections 12,14,18 and 19 of RERA Act.

Section 2(d) RERA Act defines the term “**allottee**”

“a person to whom a plot, apartment or building as the case may be, has been allotted, sold 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.”

According to whom, the complainant is the original land-owner, not a purchaser of any flat, plot or building from the respondent. There was also no allotment or sale by the respondent in favour of the complainant.

(v) On the other hand, the learned counsel for the complainant submitted that the complainant has filed the present case under Section 31 of the Real Estate (Regulation & Development) Act, 2016. Section 31 of the Act speaks for filing of the complaint by any aggrieved person with the Authority or the Adjudicating Officer for any violation or contravention of the provisions of the Act. The complainant has filed the instant case being aggrieved by the activities of the respondent. According to him the complainant is a land-owner along with other co-shares, as described in page-4 of the Indenture of Collaboration agreement dtd.09.06.2014 at Annexure-1. Apart from the above, the complainant is allotted with his share of property, as per schedule A-4 of the compromise petition of C.S.No.521 of 2016 vide Annexure-4. Similarly, the other co-sharers of the complainant are also allotted with their share of land, as per schedule of land appended in the said compromise petition at Annexure-4. In support of his contention, the learned counsel for the complainant has relied upon the **decision, reported in 2024** Supreme (Patna) 765 and (202-4-)LJI-191), wherein it has

been held that the land owners are considered allottees under the Act.

(vi) Learned counsel for the respondent further submitted that the respondent is not a “Promoter”. So the instant petition filed by the complainant is not maintainable in the eye of law. He further submitted that under the RERA Act, the Promoter as defined under Section 2(zk) is a person who constructs building or develops land for the purpose of selling to other persons. It is stated that there is no sale of any building or plot to the complainant what-so-ever. The same would be evident from the following paragraphs:

- a) *The PuriKonark development Authority vide File No.263/11 dated 14.11.2011 and Plan No.PDA 29211, issued permission for construction of B+G+4 floors in two blocks to develop an apartment complex at the Premises in favour of the landowners including the complainant.*
- b) *Having failed to secure any investment or attract any develop for almost three years, the Landowners sought help from the respondent to develop the project as the validity of the aforesaid Sanction plan was fast expiring. Thereafter, the respondent and the Landowners executed the Collaboration Agreement dated 08.06.2014 (“**Collaboration Agreement**”) under which, inter alia, the respondent was tasked with completing the development of the project at the Premises within a period of 30 (thirty) months from the date of Collaboration Agreement.*
- c) *As per the terms of the Collaboration Agreement, the Landowners and the respondent shall have 50% (fifty per cent) share each in the constructed building. Therefore, there is no sale what-so-ever by the respondent to the complainant for the respondent to qualify as a “Promoter” under the RERA Act, in relation to the complainant.”*

In support of his contention, the learned counsel for the respondent has relied upon the decision reported in **Wadhwa Group Housing Private Ltd. –vrs- Vijay Choksi and**

Another, reported in 2023 SCC Online Bom 660. Section 2 (zk) of RERA defines the term “Promoter” as follows:

“(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 or 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) building 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 ;*
 - c) 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 building ; or*
- v) *any other person who acts himself as a builder, colonizer, 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 purpose 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 persons, 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;

In view of the principles laid down in the decision, cited *supra*, though the complainant is a landowner, he can also be considered as an “*allottee*” but is not a “*promoter*”. On the contrary, the respondent has signed the agreement at Annexure-1 admitting himself as the developer/promoter and by mere denial, he cannot avoid his liability towards construction. As such the claim of construction, as compensation, as advanced by the complainant against the respondent, is maintainable in the eye of law and hence there is cause of action on part of the complainant to file this case.

(vii) Learned counsel for the respondent has further averred that the complainant is in possession of his share of building since completion of the construction. There remains nothing on the part of the respondent to oblige further with regard to development of the project. It is an admitted fact that the respondent has completed the skeleton of the construction, There is no material to show that the respondent has done development work of the project or the premises situated over the schedule land. No-where the respondent has stated that he has done the development of the project, which is the claim of the complainant in the instant case. As the respondent did not do any development, the project cannot be useful for the complainant and other co-sharers. In the above premises, it cannot be said that the project-in-question is a complete and hence the same is treated as on-going project, which needs to be registered with ORERA.

(viii) Learned counsel for the respondent argued that the complainant along with other co-sharers had executed a Lease Deed on 07.10.2016 with Baazar Retail Limited and leased out portions of the constructed premises for commercial purpose. On the contrary, the learned counsel for the complainant argued

that when the respondent did not carry on any development to the construction work of the building, they themselves made the same useful by their own efforts. They had approached the respondent for development of the project, but he did not pay any heed. There is nothing to show that the respondent took up any development work of the project-in-question by giving honour to the terms and conditions of the agreement at Annexure-1 inasmuch as the Power of Attorney at Annexure-2. However, he cannot escape by only completing only the skeleton of the building or project, which he is bound to do in all respect as per the agreement at Annexure-1 and hence he cannot avoid his liability towards the complainant.

(x) Learned counsel for the respondent further averred that the complainant has not approached this forum in clean hands. According to him the complainant has suppressed initiation and pendency of arbitral proceeding between the parties before the Hon'ble High Court of Orissa. The present forum is a complete separate forum to deal with the matter of compensation. So it cannot be said that the complainant has suppressed any material aspect before this forum.

(xi) There is no doubt that the complainant being the owner of the property, is debarred to reside in his own house as per the terms and conditions imposed at Annexure-1. However, due to the latches committed on the part of the respondent, he is deprived of getting any income from the house, as the same is not completed in all respect, thereby the provisions of Sec. 18(3) of the Act is squarely pressed into service. The plea of the respondent appears to be baseless without getting any support from any documentary evidence. Accordingly, in my considered opinion, the respondent has failed to perform his part of obligation and has violated the terms and conditions of the agreement at Annexure-1, as the project has not been developed.

Due to such default of the respondent, the complainant must have suffered financially and he has been mentally harassed. Thus the complainant is entitled to get compensation under Section 18(3) of the RERA Act. All these facts indicate that the complainant has undergone tremendous mental agony and is deprived of owning a house, but for no fault of his, he is suffering mentally and financially. Taking into consideration all these facts and circumstances and suffering from mental agony and monetary loss, I feel that the complainant needs to be compensated. All these points are answered in favour of the complainant.

(xii) Apart from the above, the complainant has brought this case in respect of his share of land, which he got as per the order passed by the Civil Judge(Senior Division)Puri and the final decree passed in Civil Suit No.521 of 2016 vide Annexure-5.

8. Learned counsel for the respondent has argued that in view of pendency of ARBP No.94 of 2024 under Section 11 of the Arbitration and Conciliation Act, 1996 before the Hon'ble High Court relating to various dispute of the premises, the institution of the present proceeding before this forum, entails serious risk of conflicting or inconsistent findings. According to him, two parallel proceedings on the self-same cause of action cannot be initiated according to the settled principle of law.

The function of Adjudicating Officer as per the statue of RERA Act is quite different from the principles of Arbitration and Conciliation Act, 1996. Under the Act, the Adjudicating Officer is appointed to decide the compensation only as envisaged under Section 12,14,18 and 19 of the Act. Though the respondent has stated to have initiated an arbitral proceeding under section 11 of the Arbitration and Conciliation Act, 1996 before the Hon'ble High Court, but nowhere he has

stated that the prayers in arbitral proceeding and the present complaint case are the same, for which two parallel proceeding cannot run simultaneously. It is to be made clear that the grant of compensation is in the exclusive domain of the Adjudicating Officer. Arbitration and Conciliation Act is a general law whereas the RERA Act is a special Act. Law is well settled that provisions of the special Act will always prevail over the general law. Therefore, the RERA Act being a special statute will prevail over the Arbitration & Conciliation Act. As such even if there is an arbitration clause in the construction agreement, still then the present case which has been filed in terms of the RERA Act, is quite competent and maintainable. In addition, Section 89 of the Act reads as follows:

“The provisions of this Act shall have effect, notwithstanding anything inconsistent therewith contained in any other law for the time being in force.”

In view of the discussions made above, the assertion of the respondent that the disputes raised in this forum substantially overlaps with the issues pending adjudication before the learned Arbitral Tribunal, parallel adjudication, would not only undermine the arbitral process but may result in divergent conclusion on the same set of facts and claims, is not sustainable in the eye of law. In such view of the matter, the aforesaid submission of learned counsel for the respondent merits no consideration.

9. No guidelines have yet been framed either by the Hon'ble Apex Court or any other High Court including our own High Court for awarding compensation under the Real Estate (Regulation & Development) Act, probably due to the fact that the statute is a new one. RERA Act, 2016 itself also does not stipulate in clear terms under what heads the compensation is to be awarded against developer-promoter/buyer or real estate

agent for their violation of the provisions of Secs. 12, 14, 18, 19 of the Act. Only Sec.72 of the Act lays down some factors to be taken into consideration by the Adjudicating Officer while determining compensation or interest. For better understanding, Sec. 72 of the Act is reproduced below:

“While adjudging the quantum of compensation or interest, as the case may be, under section 71, the adjudicating officer shall have due regard to the following factors, namely:-

- a)the amount of disproportionate gain or unfair advantage wherever quantifiable, made as a result of the default;*
- b)the amount of loss caused as a result of the default;*
- c)the repetitive nature of the default;*
- d)such other facts which the adjudicating officer considers necessary to the case in furtherance of justice.*

As regards Sec. 72(a), (b) and (c), there is no specific pleading and calculation in the complaint petition. So no amount can be awarded as compensation under those clauses.

10. Considering the facts and circumstances of the case and the nature of short fall, as alleged, I am of view that that compensation to the tune of Rs.70,00,000/- (Rupees seventy lakhs only) would be the adequate compensation to be awarded in favour of the complainant for his financial loss, mental agony and harassment. Hence, it is ordered:

:- O R D E R :-

The case of the complainant is allowed on contest against the respondent, but without any cost. The respondent is directed to pay compensation of Rs.70,00,000/- (Rupees seventy lakhs only) to the complainant within a period of 45 days from today, failing which the amount shall carry interest @ 9.70% per annum till total realization. If the above amount is not paid to the complainant within the aforesaid period, the complainant

is at liberty to take steps for realization of the said amount by resorting to Sec. 40 of the Act read with Rule 26 of the Odisha Real Estate (Regulatory & Development) Rules, 2017.

Pronounced in this open forum on this the 25th day of November, 2025.

Sd/-
Adjudicating Officer
ORERA, BHUBANESWAR.

Dictated and corrected by me.

Sd/-
Adjudicating Officer,
ORERA, BHUBANESWAR.

LIST OF DOCUMENTS FILED BY THE COMPLAINANT;

Annexure-1	Copy of Agreement dtd.09.06.2014.
Annexure-2	Copy of Power of Attorney dtd.09.06.2014.
Annexure-3	Copy of partition suit bearing C.S.521/ 2016
Annexure-4	Copy of compromise petition in C.S.521/2016
Annexure-5	Copy of final decree passed by the Civil Judge (Sr. Division),Puri.

LIST OF DOCUMENTS FILED BY THE RESPONDENT;

Annexure-A/ 1	Copy of order sheet in partition suit bearing C.S.No.521/2016.
Annexure-B/ 1	copy of order dtd.19.02.2025 in ARBP No. 94/2024 passed by the Hon'ble High Court.
Annexure-C/ 1	Copy of order dtd.26.03.2025 passed by the Hon'ble Tribunal in Arbitration Proceeding No.12 of 2025.
Annexure-D/ 1	Copy of letter dtd.18.10.2017 issued by Mr. Rama Prakash Senapati on behalf of the landowners to Puri Konark Development Authority.

Sd/-
Adjudicating Officer,
ORERA, BHUBANESWAR.