

**BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY**

*[Under the Real Estate (Regulation and Development) Act, 2016]*

***Complaint No. 215 of 2024***

***31<sup>st</sup> May 2025***

**Quorum:**           **Dr. N. Satyanarayana, IAS (Retd.), Hon'ble Chairperson**  
                          **Sri Laxmi Narayana Jannu, Hon'ble Member**  
                          **Sri K. Srinivasa Rao, Hon'ble Member**

**Madhusudhan Rao Udutha**

*(Flat No.432, SKC Bliss,  
Near Praneeth Antilia Villas,  
Bachupally Hyderabad-500090)*

**...Complainant**

**Versus**

**M/s Sri Karthikeya Constructions**

*(Rep by its Partner 1: V.Muralidhar Rao  
S/o late V. Chinnappa, Aged - 53 years,  
Occ: Business, Plot No.78, Praneeth Green Fields,  
Isukabavi, Beeramguda, Hyderabad, Telangana)*

*(Rep by its Partner 2: Sridhar Bandla  
S/o late B. Subba Rao, Aged – 44 years,  
Occ: Business, Plot No.78, Praneeth Green Fields,  
Isukabavi, Beeramguda, Hyderabad, Telangana)*

**...Respondents**

This present complaint came up for final hearing on 28.01.2025 before this Authority in the presence of the Complainant present in person and a representative of Respondents M. Chandra Sekhar Reddy was present. After hearing the arguments from both parties, this Authority passes the following **ORDER**:

2. The complaint has been filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "RE(R&D) Act"), read with Rule 34(1) of the Telangana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the "Rules"), alleging commission of violation and contravening of the provisions of the said Act and Rules and sought for the appropriate reliefs against the Respondents.

#### **A. Brief facts of the case:**

3. The complainant has purchased Flat No. 432, with a built-up area of 1336 sq. ft., on the fourth floor of the project "Karthikeya Bliss" developed by "M/s. Sri Karthikeya Constructions," located in Sy. Nos. 36/Part & 37/Part situated at Bachupally Village, Nizampet Municipal Corporation, Bachupally Mandal, Medchal-Malkajgiri District, Telangana.
4. The Complainant submits that the scheduled property was registered in the Complainant's name by virtue of an Agreement of Sale (unregistered) dated 11.11.2021 and a subsequent Regd. Sale Deed bearing Doc no:14546/2022 was executed on 13.05.2022. As per the Sale Deed, the Complainant has paid a total sum of Rs.46,00,000/- (Rupees Forty-Six Lakhs Only) towards the sale consideration of the Scheduled property.
5. It is further stated that the Complainant submits that from 01.12.2023, he observed water seepage in the master bedroom, washrooms, and kitchen area. Despite notifying the developer multiple times via phone calls and emails, the developer has failed to rectify the issue.
6. The Complainant further contends that as per the Agreement of Sale, specifically on Page 49, Schedule D – Specifications (Super Structure), the external walls were to be constructed with a thickness of 8 inches. However, the Respondents has constructed 6-inch walls, thereby violated the agreed construction standards and compromised the structural integrity and safety of the building.

#### **B. Relief Sought:**

7. Accordingly, the Complainant sought the following reliefs:
  - a) *To direct the builder to immediately rectify the seepage issues in the flat and carry out necessary repairs at no cost to the complainant (As per the RERA Rules the defect liability period is 5 years).*
  - b) *To pass orders to the builder to ensure compliance with the agreed specifications regarding wall thickness and make any required corrections.*
  - c) *To impose a penalty on the builder for delay and failure to address the issue within a reasonable period, causing distress and damage to the complainant property.*
  - d) *Any other relief that the Hon'ble authority deems fit and proper.*

### **C. Counter on behalf of the Respondents:**

8. The Respondents contends that the allegations of external wall seepage are baseless and result from the complainant's improper use of washrooms and kitchen sinks. The frequent disposal of solid and insoluble waste into PVC water lines has caused blockages and subsequent seepage. Despite prompt action by the Respondents to resolve these issues on multiple occasions, the complainant and their family have continued the misuse, leading to recurring problems. Photographs substantiating the removal of waste have been provided for consideration.

9. It was submitted that regarding wall thickness, the Respondents denies the claim that the external walls are 6 inches instead of the agreed 8 inches, as per the sale agreement (Schedule D, Page No. 49). The walls are constructed using 6-inch bricks, with plastering on both sides, ensuring compliance with the specified 8-inch thickness.

10. The Respondents further submitted that all reported seepage issues have been promptly resolved. The complainant's continued disposal of solid and insoluble waste into the water PVC lines has been the sole cause of recurring problems.

11. The Respondents respectfully prayed this Authority to dismiss the application of complaint in its entirety, as the claims are unfounded, and there has been no deficiency of service on the Respondent's part.

### **D. Rejoinder Filed by the Complainant:**

12. The complainant submitted that the allegations made by the Respondents accused the complainant's family of improper usage of washrooms and kitchen sinks, leading to pipe blockages. The complainant calls these allegations false and defamatory, asserting they are a tactic to avoid addressing pipeline defects and wall seepage. They explain that blockages would cause water to backflow into sinks, not seep into walls, which has caused significant damage, including bulges, fungal growth, and ruined interiors, costing lakhs of rupees in repairs.

13. The complainant also points out that, contrary to the agreement requiring eight-inch-thick outer walls, the walls are only six inches thick, indicating an intent to deceive flat owners. They are willing to bear the cost of a commissioner's appointment to verify this claim.

14. Accordingly, the Complainant prayed for rejecting the remaining statements in the counter as fabricated, the complainant urges this Authority to penalise the builder, ensure the defects are addressed, and order reimbursement for incurred expenses, ensuring justice.

**E. Points for consideration:**

15. After deliberation on the facts and circumstances of the present case and the documents filed in this behalf, following issues sprout for consideration:

I. Whether the Complainant are entitled to relief(s) as prayed for? If yes, to what extent?

**F. Observations of the Authority:**

**Point I**

16. The Authority has duly considered the documentary and photographic evidence produced by the Complainant, including the counter-affidavit filed by the Respondents and the rejoinder thereto. The principal grievance raised by the Complainant pertains to two-fold deficiencies:

- a. The failure of the Respondents to rectify persistent water seepage in the master bedroom, washrooms, and kitchen areas of the flat despite repeated representations; and
- b. The alleged deviation from agreed specifications in the construction of external walls.

17. As regards the issue of water seepage, this Authority observes that the same falls squarely within the ambit of Section 14(3) of the Real Estate (Regulation and Development) Act, 2016, which reads as follows:

*“In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the promoter as per the agreement for sale relating to such development is brought to the notice of the promoter within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the promoter to rectify such defects without further charge, within thirty days, and in the event of promoter's failure to rectify such defects within such time, the aggrieved allottees shall be entitled to receive appropriate compensation in the manner as provided under this Act.”*

18. The Sale Deed placed on record (bearing Document No. 14546/2022 dated 13.05.2022) indicates that possession was handed over within the statutory defect liability period of five years under Section 14(3) of the RE(R&D) Act. Although the Respondents

have contended that certain issues have been attended to, the consistent photographic documentation and written representations submitted by the Complainant establish the persisting nature of the water seepage, indicating a structural or workmanship-related defect.

19. Accordingly, the Authority is of the view that the Respondents are liable to rectify the seepage issue reported within the flat, including the master bedroom, washrooms, and kitchen area, as such defects clearly fall within the scope of Section 14(3) of the RE(R&D) Act. The failure to act on repeated complaints amounts to a continuing breach of statutory obligations.

20. As regards the second issue concerning the alleged deviation in the thickness of the external walls, this Authority observes that the Complainant has not placed on record any substantial documentary or technical evidence to substantiate the claim, apart from a few inconclusive photographs. The Respondents, on the other hand, have categorically denied any deviation from the sanctioned specifications. In the absence of any independent expert report, technical assessment, or cogent material to dislodge the Respondents' version, this Authority finds no basis to conclusively accept the Complainant's contention. Consequently, no finding can be rendered on this issue, and the relief sought in this regard is accordingly declined for lack of substantiation.

21. In view of the foregoing, this Authority holds that:

- a. The issue of water seepage amounts to a defect under Section 14(3) and the Respondents are obligated to rectify the same within the stipulated time;
- b. The allegation of deviation in wall thickness is unsubstantiated and no relief is warranted on that count.

Accordingly, Point I is answered in the affirmative in part.

#### **G. Directions of the Authority:**

22. Based on the facts submitted, evidence on record, and the findings given thereon by us as discussed herein above, this Authority directs the Respondent the following:

- i. The Respondents shall complete the rectification work relating to the water seepage in the master bedroom, washrooms, and kitchen area of the Complainant's unit within sixty (60) days from the date of this Order, without any additional charge to the Complainant.

- ii. Failing to comply with the above said directions by the Respondents shall attract penalty in accordance with Section 61 of the RE(R&D) Act, 2016.
23. The Complaint is disposed of in lieu of the above directions. No order as to costs.

**Sd/-**

**Sri. K. Srinivasa Rao,  
Hon'ble Member  
TG RERA**

**Sd/-**

**Sri. Laxmi Naryana Jannu,  
Hon'ble Member  
TG RERA**

**Sd/-**

**Dr. N. Satyanarayana, IAS (Retd.),  
Hon'ble Chairperson  
TG RERA**

