

**BEFORE THE ADJUDICATING OFFICER,  
TELANGANA REAL ESTATE REGULATORY AUTHORITY,  
HYDERABAD.**

Dated, this the 23<sup>rd</sup> day of SEPTEMBER, 2024.

Present:- Sri Syed Lateef-ur Rahman,  
Adjudicating Officer.

**C.C.P.No.06/2024/TG RERA**

**Between:**

Sri Chiruvolu Ravi Shankar.

...Complainant.

and

M/s.Modi Realty Genome Valley LLP, rep., by Sri Soham Modi,  
authorized representative of its Partner M/s. Modi Housing Pvt.Ltd.

...Respondent.

This complaint came up for hearing before me on this day in the presence of complainant himself in person and Sri M.A.Lateef, Advocate appeared on behalf of respondent, upon perusing the memo filed by them and after hearing and having stood over for consideration, the following order is passed:

**ORDER**

The present complaint has been filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with Rule 35 of the Telangana State Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "the Rules") to grant compensation.

2. It is the case of the complainant that he booked Flat No.118 from the Respondent in the project named as "Bloomdale Residency at Genome Valley" forming part of Sy.No31, situated at Muraharipally village, Yadaram Grampanchayat, Shamirpet Mandal, Medchal-Malkajgiri District on 30.07.2021 by paying initial amount of Rs.25,000/- and obtained loan amount of Rs.23,75,000/- from ICICI Bank. An agreement of sale was executed between the complainant and the respondent on 04.08.2021 and as per the agreement, the completed flat was to be delivered by 31<sup>st</sup> January, 2023 with a grace

period of six months delay, i.e., by 31.07.2023. The complainant made final settlement on 30.04.2024, but only 90% of the construction was completed by February, 2024 excluding power supply, lift and water connection etc. He has been paying EMIs since for the last 2 years. Still the respondent failed to hand over possession of completed flat. As such, the complainant filed this complaint seeking compensation of Rs.1,02,400/- towards rental loss and Rs.75,000/- towards mental agony etc.

3. On behalf of respondent, Sri M.A.Lateef, Advocate filed counter.

4. When the matter was coming up for enquiry/hearing, the complainant filed a memo praying to accord permission to withdraw complaint with a liberty to file fresh complaint.

5. Notice of Memo is given to the Counsel for Respondent, who reported no counter.

6. Heard both sides.

7. Perused the memo. In the facts and circumstances stated in the memo and in view of the fact that the Counsel for the respondent reported no counter, the memo filed by the complainant has to be allowed permitting the complainant to withdraw the complaint with a liberty to file a fresh complaint.

8. In the result, the complaint is disposed off as “withdrawn” allowing memo permitting the complainant to file a fresh complaint. No costs.

Typed to my dictation, corrected and pronounced by me in open Court on this, the 23<sup>rd</sup> day of SEPTEMBER, 2024.

Sd/-

**ADJUDICATING OFFICER,  
TG RERA: HYDERABAD.**

**APPENDIX OF EVIDENCE  
NIL**

Sd/-  
**ADJUDICATING OFFICER,  
TG RERA: HYDERABAD.**

