

BEFORE TELANGANA STATE REAL ESTATE REGULATORY AUTHORITY

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

COMPLAINT NO. 366 OF 2025

Dated: 3rd February 2026

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

Syed Zeenath
(H. No: 12-11-1004/B, Boudhanagar, Warasiguda,
Secunderabad- 500 061)

...Complainant

Versus

M/s. Apoorva Infra Rep by Katta Prassanna Babu
(R/o. H. No. 2-190, New Leela Residence,
Green Park Avenue, Behind Surabhi Hotel,
Suchitra circle, Kompally Road, Secunderabad – 500067

...Respondent

The present matters filed by the Complainant herein came up for hearing before this Authority in the presence of the Complainant in person, and learned Counsel for Respondent, M. Balasubramanyam Sandeep pilli, upon hearing submissions made by both parties, and the matter reserved over for consideration till this date, this Authority passes the present Complaint

ORDER:

2. The present Complaint has been filed by the Complainant under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as the “Act”) read with Rule 34(1) of the Telangana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the “Rules”) seeking appropriate relief(s) against the Respondents.

A. Facts of the Case

3. The Complainant submitted that the Complainant purchased a plot in the project titled "Swaminarayan Eco Township" promoted by Apoorva Infra, situated at Undrugonda, Chivemla Mandal, Suryapet District 508213 and the said project was registered under RERA Registration No. P01900003203, with a committed completion date of 24/05/2023, as per the

RERA registration certificate. Despite the lapse of over two years from the promised date, as of today i.e., 19/06/2025, the project has not even reached 20% to 30% of the committed development.

4. There has been negligible development on the site, and the promised infrastructure, such as internal roads, electricity connections, water supply, layout demarcations, and other civic amenities, is nonexistent.

5. Furthermore, the promoter has collected the full consideration amount from the Complainant and executed the Registered sale deed for Plot No. 752 on 09/02/2022.

B. Relief sought: -

6. Accordingly, the Complainant sought for the following reliefs:

I. Direct the Respondent to pay the monthly interest for the delayed period in accordance with the provisions of the RERA Act, 2016.

II. Immediate intervention in the matter and conduct a detailed investigation into the status of the project, and if found guilty of violation, take punitive actions against the Respondent in accordance with the RERA Act 2016 in the interest of allottees.

C. Counter filed by the Respondent

7. The Respondent respectfully submitted that he has been in the real estate sector for a long time and successfully completed multiple projects across various states without any complaints, and he strictly adheres to the law. The Respondent undertook the development of land situated in the said project and obtained permission from DTCP and RERA Registration vide. P01900003203, and the project is named as "Swami Narayana Res Township" by Apoorva Infra and there has been a significant development, such as levelling of land, demarcation of plots (Partially), Observing the same, the complainant approached the respondent for purchase and paid the full sale consideration, and got registered the plot No. 752, admeasuring 333.33 Sq. Yds AND Plot No.753 admeasuring 183.33 sq.yds vide Registered Sale Deed No. 2701/2022 While a registered Sale Deed has been duly executed in favour of the Complainant, possession has been handed over, and the essential obligations pertaining to the individual unit have been substantially fulfilled, certain external/common area works and amenities are partially pending due to reasons beyond the immediate control of the Respondent, The unprecedented COVID-19 pandemic and nationwide lockdowns during 2020-2022, stalled

construction activity, disrupted supply chains, Non availability of labour in time and high Demand of wages by labour, made the project halt for some little period.

8. During the COVID-19 pandemic. The Landlords have all of a sudden raised a dispute, and as locals, have not allowed the respondents or their management to complete the work, which was not foreseen by the respondent. The said delay was not wilful or negligent, and is being addressed on a priority basis. However, to the extent of the complainant plot, the delay did not cause any damage or loss to the complainant, does and did not render the unit uninhabitable, and therefore does not constitute a total failure of delivery under RERA.

9. The Respondent submitted that the Complainant voluntarily executed the Sale Deed, which includes an acknowledgement of the stage of completion, and the Complainant also took possession of the unit without raising contemporaneous objections, indicating acceptance of the existing status, and the Respondent has never abandoned the project. Development work is ongoing, and the Respondent is committed to completing the project and handing over possession to the allottees, including the complainant, at the earliest. The Respondent is making bona fide efforts to complete all remaining works and has already undertaken steps to complete the pending infrastructure in a phased manner. Timelines for completion of pending items can be shared with the Hon'ble Authority and Since possession has been granted and the unit is useable/Saleable, and absence of any proven hardship or damages suffered by the Complainant, no claim for compensation under Section 18(1) of the RERA Act may be granted under natural Justice, and for uplift of faith in law and Authority.

10. Furthermore, the Respondent undertakes to complete the pending works within a defined timeframe and is willing to submit a revised project schedule for the completion of amenities, in line with the project registration details, at the earliest.

11. The Respondent further prayed to take note of ongoing works, dismiss the claim and grant a reasonable time to complete the project and pass any other order as deemed fit in the interest of justice.

D. Rejoinder Filed by the Complainant

12. The Complainant, in her rejoinder, submitted that the Respondent/Developer is under an obligation to complete the project on or before 24th May 2023, as per the timelines stipulated in the RERA Registration. However, the Respondent has failed to fulfil even the most basic requirements of a project, like demarcation of plots, roadways, drainage lines, and electricity

lines, etc, and the Respondent himself has admitted in his counter-filed that only a partial demarcation of plots has been carried out, which is a grave violation of the RE(R&D) Act, 2016. Which mandates the timely completion of the project and past credibility in other ventures, if any, is totally irrelevant in the present case.

13. The Respondent's claim of significant development is completely false and not at all true. In reality, there is no proper demarcation of plots, no roadways, no drainage lines, and no electricity lines. On the ground, the project remains in the same incomplete condition as in 2021. The Respondent himself has admitted that the works are still in pending and are required to be taken up, which clearly means the project is not developed and the Respondent is wrongly trying to take the shelter of Covid-19 as an excuse to hide his wilful delay in completing the project within the RERA timelines, i.e., before May 2023. All Covid-related restrictions were lifted by June 2022, and construction activities had resumed across all states, including Telangana. There was ample time to complete the work before the target time of May 2023. Still, no meaningful efforts are made to complete the project. This clearly shows that the delay is not due to COVID-19 or any other reasonable cause, but rather to the Respondent's own negligence and willful inaction.

14. The Respondent's contention that the development was affected due to an internal dispute with the landowners is not a valid defence under the Act. As per Clause 2 of the Sale Deed, Vendor No. 5 (the developer) has taken exclusive responsibility for the development and provision of all amenities. Therefore, the buyers cannot be made to suffer or be victimised for any internal disputes, delays, negligence, or shortfalls on the part of the developer.

15. The Respondent claims that the delay did not cause any damage or loss to the Complainant and that possession was already taken. This statement is completely false and not at all valid under the RERA Act 2016. What has been given is only a paper possession through registration of the plot, but there is no actual physical usability and even no basic amenities such as roadways, electricity lines and drainage taken up and completed, and the said plot is in an uninhabitable condition, as per Section 18(1) of RERA. The buyer has every right to claim compensation for the delay in development, and the Complainant submitted that registration of the plot alone is not enough; without basic infrastructure, it cannot be treated as physical possession under the Act.

16. The Complainant submits that due to the delay in the development of the project, the Complainant has suffered financial loss, Physical usability loss, and Opportunity cost.

17. Hence, the Complainant prays to direct the Respondent to pay interest from June 2023 to the date of completion of the project and impose a timeline strictly for completion of the project in all aspects.

E. Points for consideration:

18. After deliberating upon the contentions of the parties, the following issues arise for consideration by the Authority: Whether the Complainant is entitled to the reliefs as prayed for? If yes, to what extent?

F. Observations of the Authority:

19. From the documentary material placed on record, it stands established that the Complainant purchased Plot No. 704/A, admeasuring 166.66 Sq. Yards or equivalent to 139.3 Sq. meters in the layout known as Swaminarayan Eco Township, developed by M/s. Apoorva Infra is situated in part of Survey Nos. 164, 165, 166, 167, 168, 169, 170, 175, 176, 179, 181, 182 of Undrugonda revenue village, Chivemla Mandal, Suryapet District, Telangana State . The transaction was duly completed through a registered Sale Deed bearing Document No. 117075/2021 dated 06.12.2021 at SRO, Suryapet. The said Sale Deed remains valid and undisputed, and no allegation of fraud, suppression, or vitiating circumstances has been raised by either party.

20. The Complainant has stated that she paid a total sale consideration, and the said plot was registered in her favour through a sale deed, and the project was scheduled to be completed by May 24, 2023, as per the RERA registration. It is the Complainant's case that the development remains incomplete. The Respondent, in its submissions, submits that he is making bona fide efforts to complete all remaining works, and the delay was neither intentional nor mala fide, but attributable to circumstances beyond its control and the project commenced with due approvals, and development work is in progress.

21. The Respondents, however, unequivocally admitted that development at the project remains incomplete. It attributes the delay to multiple external factors, including landowner disputes and the Covid-19 pandemic etc., The Respondent reiterates that despite earnest efforts, these impediments have hindered progress. Nevertheless, such submissions do not alter the admitted fact that the promised development works remain pending to date.

22. The Respondent has sought to justify the delay by attributing it to the Covid-19 pandemic. However, on careful perusal of the record, it is evident that the Respondent obtained

RERA registration in August 2021 and entered into transactions well after the pandemic. The plea that development could not proceed due to Covid-19 restrictions, or that landowners restricted access during the post-pandemic period, is vague, unsubstantiated, and untenable. The Respondent, being fully aware of the prevailing circumstances, cannot take shelter under such general assertions.

23. It is a settled principle that once a promoter has chosen to register a project and enter into binding contractual commitments with allottees, he does so with full knowledge of the risks, constraints, and challenges of the market. At the time of entering into the Agreement with the present Complainant, the Respondent was already aware of the Covid-related disruptions, as well as the Government notifications granting moratoriums for project completion timelines. Despite this knowledge, the Respondent chose to provide a specific assurance of delivery by May 2023. In view of the above, the stand taken by the Respondent that the delay was caused due to the Covid-19 pandemic is found to be untenable and unjustifiable, and the same is hereby rejected.

24. Accordingly, the plea of Covid-19 as a force majeure event is wholly unsustainable in the present case. The Respondent, having voluntarily undertaken contractual and statutory obligations after the pandemic period, cannot retrospectively attribute the delay to Covid-19. The reliance placed on the pandemic as a defence is therefore rejected.

25. Further, This Authority is of the considered view that disputes with landowners cannot be treated as circumstances beyond the control of the promoter so as to defeat or dilute the statutory rights of the allottee. The RE(R&D) Act casts a clear and non-delegable obligation upon the promoter to ensure timely completion and delivery of the project, and internal conflicts, commercial disagreements, or title-related disputes among promoters or with landowners cannot be used as a shield to justify prolonged delay. Further, this Authority finds that no cogent material has been placed on record to demonstrate any concrete or bona fide steps taken by the Respondent to safeguard the interests of the Complainant or to mitigate the delay. There is a conspicuous absence of any evidence showing revised completion schedules, binding commitments, or proactive measures aimed at restoring the confidence of the allottee. On the contrary, the conduct of the Respondent indicates a passive approach, wherein the Respondent appears to have taken a back seat and allowed the alleged disputes to subsist without meaningful resolution with the complainant, while he continues to suffer uncertainty and prejudice.

26. In such circumstances, this Authority is unable to accept the Respondent's plea as a valid justification for the delay. The statutory entitlements of the Complainant under the Real Estate (Regulation and Development) Act, 2016 cannot be rendered illusory or defeated on account of the Respondent's internal disputes, inaction, or failure to discharge its obligations in a time-bound manner.

27. The Authority further observes that although physical possession of the plot may have been delivered contemporaneously with execution of the sale deed, delivery of possession without completion of development works does not amount to fulfilment of the promoter's statutory obligations. The project's RERA registration expressly stipulated 24.05.2023 as the completion date, by which the promoter was required to complete all development obligations, including internal roads, electricity, drainage, water facilities, and other approved infrastructure. Mere delivery of an undeveloped plot does not absolve the promoter of liability under the RE(R&D) Act, 2016.

28. It is not disputed by the Respondent that the project has not been developed as per the agreed timelines. On the contrary, the Respondent has candidly admitted that development has been hindered due to disputes with landowners. In a situation where the project remains incomplete and the promoter has failed to honour the timelines committed under the Agreement.

29. Section 18(1) of the Real Estate (Regulation and Development) Act, 2016 unequivocally mandates that where a promoter fails to complete or is unable to give possession of an apartment, plot, or building by the date specified in the agreement for sale, the promoter shall be liable, at the option of the allottee, either to return the entire amount received along with interest at the prescribed rate, or, where the allottee does not intend to withdraw from the project, to pay interest for every month of delay till the handing over of possession. In the present case, the Complainant has exercised his statutory option to withdraw from the project. Consequently, the Respondent is bound by law to refund the amount received along with applicable interest, and any attempt to deny or delay such entitlement is contrary to the express mandate of the RE(R&D) Act.

30. Accordingly, in exercise of powers under Section 18(1) of the Real Estate (Regulation and Development) Act, 2016, this Authority directs Respondent to complete all pending development works strictly in conformity with all obligations under the RE(R&D) Act, 2016 and according to the sanctioned layout, within a time-bound period to be reckoned from the

date of this Order, and subject to securing the final layout approval from the competent authority.

31. The Respondent shall further be liable to pay interest Complainant, calculated at the prescribed rate under Section 18(1) of the RE(R&D) Act, from 24.05.2023 until such time as the final layout approval is obtained, all the promised development works are fully completed, and the plot is handed over to the Complainant as a fully developed plot strictly in accordance with the sanctioned plan.

32. It is also noted that the RERA Registration obtained by the Respondent in the year 2021 was valid only up to May 2023. On verification of the records, it is found that the Respondent has neither applied for nor obtained any extension of registration from this Authority. Considering the fact that the project remains incomplete and no occupancy certificate has been obtained, the Respondent is hereby directed to initiate steps for completion of the project, and the said project shall be completed within the stipulated time.

33. The Respondent is further prohibited from advertising, marketing, offering for sale, inviting purchasers, or effecting any sale transactions in respect of any plot within the said project until the extension is obtained from the RE(R&D) Act 2016 before this authority any act in contravention of Section 3 of the RE(R&D) Act shall attract penal consequences under Section 63.

34. In view of the lapse of registration and the continued non-completion of the project, the Respondent is directed to forthwith initiate necessary steps for completion of the project in accordance with statutory provisions.

G. Directions of the Authority:

35. In view of the detailed observations made hereinabove and upon careful consideration of the pleadings, documents placed on record, the submissions made by both parties, and applicable provisions of the RE(R&D) Act, 2016, this Authority is of the considered opinion that the Complainant is entitled to the following reliefs:

- i. The Respondent is directed to pay interest on the amount paid by the Complainant to the Respondent, i.e., Rs.18,08,310 /- for the period of delay in completing the development of the plot, calculated from date of completion as per RERA registration i.e., 24.05.2023, and the rate of interest payable by the promoter to the allottee shall be at the highest Marginal Cost of Lending Rate (MCLR) of the State Bank of India plus

2%, which amounts to 10.70% per annum until the final layout obtained from the competent authority.

- ii. Further, in view of the lapse of the project registration and the admitted non-completion of the project, the Respondent–Promoter is directed to forthwith initiate all necessary steps for completion of the project strictly in accordance with the sanctioned plans and applicable statutory provisions.
- iii. Further, the Respondent is directed to initiate steps for obtaining extension of registration under the provisions of the Real Estate (Regulation and Development) Act, 2016, within a period of fifteen (15) days from the date of receipt of this Order.
- iv. Pending grant of such extension, the Respondent is restrained from advertising, marketing, offering for sale, inviting purchasers, or effecting any sale or allotment of plots in respect of the said project. Any act in contravention of this direction shall render the Respondent liable for penal action under Section 63 of the Real Estate (Regulation and Development) Act, 2016.

36. As a result, the complaint is disposed of accordingly. No order as to costs.

Sd/-
Sri K. Srinivasa Rao,
Hon'ble Member,
TG RERA

Sd/-
Sri Laxmi Narayana Jannu,
Hon'ble Member,
TG RERA

Sd/-
Dr. N. Satyanarayana, IAS (Retd.),
Hon'ble Chairperson,
TG RERA