

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

Dated, this the 12<sup>th</sup> day of FEBRUARY, 2025.

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

**C.C.P.No.02/2025/TG RERA**

**Between:**

- 1) Sri Krishna Kant Sharma S/o late Vijay Sharma, aged: 32 yrs,  
Occ: Service.
- 2) Smt.Nidhi Khanna W/o Krishna Kant Sharma, 40 yrs, Occ: Service.

Both R/o C2305, Mantri Celestia, Nanakramguda, ISB Road,  
Financial District, Hyderabad 500 086.

...Complainants.

and

M/s.SMR SM Estates, a Partnership Firm having its office at SMR House,  
5<sup>th</sup> Floor, Plot No.73, Nagarjuna Hills, Punjagutta, Hyderabad, rep., by  
its Managing Partners (1) Sri Saireddy Ram Reddy S/o late Malla Reddy,  
aged 64 yrs, occ: Business, R/o Vinay Nivas, Plot No.275, Road No.25,  
Jubilee Hills, Hyderabad, and (2) Sri K.Madhusudhan Reddy S/o late  
K.Yadi Reddy, 56 yrs, Occ: Business R/o Villa No.22, Keerthi West  
Winds, Manchirevula, KV.Rangareddy District.

...Respondent.

This complaint came up for hearing before me on this day in the presence of complainant No.1 himself in person and none appeared on behalf of the respondent, upon perusing the memo filed by the Complainant No.1 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 complainants that the respondent is the absolute owner and possessor of land admeasuring Ac.0-25 Gts in Sy.No.13/A and Ac.1.20 Gts in Sy.No.13/A

situated at Bandlaguda Jagir Municipal Corporation, Gandipet Mandal, Ranga Reddy District having purchased the same from M/s.SMR Builders Pvt.Ltd. under Registered Sale Deed bearing Document No.2651/2021 dt.09.02.2021 and from Smt.K.Shakuntala and two others under Regd. Sale Deed Document No.2686 of 2010, dt.04.09.2010 and registered at SRO Gandipet. The vendor/builder obtained permission for construction of residential apartments by name “**SMR – SM’s VINAY HEIGHTS**” consisting of 2 Cellars + 1 Stilt + 10 Upper Floors in Sy.No.13/A situated at Bandlaguda Jagir Municipal Corporation, Gandipet Mandal, Ranga Reddy District. The complainants booked a Flat bearing No.701 in 7<sup>th</sup> Floor consisting of 1925 Sq. Ft type 3 BHK of super built up area along with one Car parking space in basement with 50 Sq. yards of undivided share of land under an agreement of sale in the month of January, 2024 and agreed sale consideration of the said flat is Rs.1,13,98,750/- (Rupees One Crore, Thirteen Lakhs, Ninety Eight Thousand, Seven Hundred and Fifty only) and Rs.5,69,938/- (Rs.Five Lakhs, Sixty nine thousand, nine hundred and thirty eight only) towards GST; thus, the total sale consideration comes to Rs.1,19,68,688/- (Rs.One Crore, Nineteen Lakhs, Sixty Eight Thousand, Six Hundred and Eighty eight only). The complainants paid, in all, an amount of Rs.38,50,000/- (Rupees Thirty Eight Lakhs and Fifty Thousand only) towards part sale consideration. As per the complainants, Flat has to be delivered by May, 2024. The complainants waited till end of the year 2024, but the Flat was not delivered to the complainants as Flat is not completed till then. As there are no natural disasters or any global issues impacting the delay in deliver of Flat to the complainants by the respondent/developers, the complainants filed this complaint seeking compensation of Rs.3,50,000/- (Rupees Three Lakhs and Fifty Thousand only) for delay of delivery of possession of Flat for (7) months from June, 2024 to December, 2024 @ Rs.50,000/- (Rupees Fifty Thousand only) per month.

3. After issuance of notices to both parties, Sri G.Srinivas Reddy, Advocate filed a memo offering Vakalat on behalf of the respondent. Sri Dominic D Souza, Marketing Head of Respondent Company also appeared and the case adjourned to 12.02.2025 for Vakalat and counter.

4. When the matter was called on Bench on 12.02.2025, the complainants filed a memo stating *inter alia* that during pendency of the case, negotiations took place between them and the respondent and the matter has been settled out of Court. Hence, the complainants prayed to close the complaint.

5. Heard the complainant.

6. Perused memo. In the facts and circumstances stated in the memo and the fact that the dispute between the complainants and the respondent settled out of the Court and the complainants themselves filed a memo to close the case, the memo has to be allowed and the case has to be disposed off as settled out of Court.

7. In the result, the complaint is disposed off as matter settled out of Court. No costs.

Typed to my dictation, corrected and pronounced by me in open Court on this, the 12<sup>th</sup> day of FEBRUARY, 2025.

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

**APPENDIX OF EVIDENCE  
NIL**

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

**Cc.**