

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY
[Under the Real Estate (Regulation and Development) Act, 2016]

Complaint No. 551 of 2025

Dated: 3rd August 2026

Quorum: **Sri Laxmi Narayana Jannu, Hon'ble Member**
 Sri K. Srinivasa Rao, Hon'ble Member

Smt. Anitha Nakka

*SM Royal Apartment, Flat No.214,
Opp: PJR Stadium, Chandanagar, Taranagar,
Serilingampally - 500019.
Hyderabad, Telangana*

...Complainant

AND

M/s Space Vision Edifice Private Limited Represented by its Managing Director T.V. Narasimha Reddy

*H.No. Flat No.703, Tirumala Shah Apartments,
Ameerpet X Roads, Hyderabad-500016, Telangana.*

...Respondent

The present matter filed by the Complainants detailed hereinabove came up for hearing before this Authority in the presence of the Complainants in person and the representative of the Respondent. Upon hearing their submissions, this Authority proceeded to pass the following **ORDER:**

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

A. The brief facts of the case, as stated by the Complainants, are as follows:

3. The Complainant submitted that he came to know about a real estate venture developed and marketed by M/s. Space Vision Edifice Private Limited, represented by its Managing Director, Sri T.V. Narasimha Reddy, through a promotional pamphlet circulated by the Respondent Company. Being interested in purchasing a plot in the said venture, the Complainant contacted the Respondent through its website, pursuant to which a representative of the Respondent Company contacted him and arranged a site visit on 24.04.2019.

4. It was submitted that after being satisfied with the representations made by the Respondent regarding the venture and the availability of the plot, the Complainant agreed to purchase a plot therein. Accordingly, the plot was registered in favour of the Complainant on

05.08.2019 before the Sub-Registrar Office, Shadnagar, vide Document No. 21135/2019. The registration formalities were attended on behalf of the Respondent Company by Sri Marreddy Siva Naveen Reddy, acting as the authorized representative of Sri T.V. Narasimha Reddy.

5. The Complainant further submitted that towards the sale consideration of the plot, he paid an aggregate amount of Rs. 7,40,333/- (Rupees Seven Lakhs Forty Thousand Three Hundred and Thirty-Three only), which included a late fee component of Rs. 7,333/-. Out of the said amount, a sum of Rs. 4,61,000/- was paid through banking channels, comprising payments of Rs. 11,000/- on 24.04.2019, Rs. 1,00,000/- on 05.05.2019, and Rs. 3,50,000/- on 15.07.2019 through Cheque Nos. 064366, 064368 and 064370 respectively. The remaining amount of Rs. 2,79,154/- was paid in cash on various dates, namely Rs. 94,156/- on 10.06.2019, Rs. 62,330/- on 18.07.2019, and Rs. 1,22,668/- on 19.07.2019.

6. The Complainant averred that despite the registration of the plot in his favour and payment of the entire sale consideration, he was unable to locate or identify the allotted plot when he visited the venture site during the year 2023. Upon making enquiries at the project site, the Complainant could not ascertain the exact whereabouts or physical identification of the plot purportedly allotted to him.

7. Aggrieved by the said situation, the Complainant approached the office of the Respondent Company situated at Ameerpet, Hyderabad, seeking clarification and resolution of the issue. It was submitted that although the Respondent Company continues to be represented by Sri T.V. Narasimha Reddy, the Complainant was unable to meet him personally. Instead, the office personnel and manager repeatedly assured the Complainant that the issue would be resolved within two months. However, despite several visits and follow-ups over the past two years, no concrete action has been taken by the Respondent to identify, deliver, or otherwise resolve the issue relating to the subject plot.

8. The Complainant contended that nearly six years have elapsed since the registration of the plot, yet he has neither been put in possession of the plot nor been able to ascertain its exact location. The Complainant submits that the continued failure of the Respondent to provide the plot for which full consideration was paid has caused him considerable hardship, mental agony, and financial loss. Consequently, the Complainant seeks intervention of this Authority and prays for refund of the entire amount paid, together with such reliefs as may be permissible under the provisions of the Real Estate (Regulation and Development) Act, 2016.

B. Relief(s) Sought

9. Accordingly, the Complainant sought the following relief(s):

- i. To direct the Respondent to allocate, and hand over possession of the subject plot purchased by the Complainant in the said venture at the earliest, together with all consequential rights and amenities attached thereto;
- ii. In the alternative, to direct the Respondent to refund the entire amount of Rs. 7,40,333/- (Rupees Seven Lakhs Forty Thousand Three Hundred and Thirty-Three only) paid by the Complainant towards the purchase of the plot, together with interest and other applicable benefits as provided under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules framed thereunder;

C. Counter filed on behalf of the Respondent

10. The Respondent filed a counter through its authorised representative and, at the outset, contended that the complaint is based on misrepresentation of facts, devoid of merits, and is not maintainable either in law or on facts. It was further contended that the Complainant has no locus standi to maintain the present complaint and, therefore, the same is liable to be dismissed.

11. The Respondent further submitted that the complaint is barred by limitation and that no subsisting cause of action exists for filing the present complaint. Accordingly, it was prayed that the complaint be dismissed in limine.

12. It was submitted that Plot No. 46, admeasuring 147 square yards, was duly registered in favour of the Complainant in the year 2019 vide Registered Sale Deed bearing Document No. 21135/2019 dated 25.07.2019. The Respondent further submitted that the land was converted for non-agricultural purposes vide Proceedings No. C/67/2017 dated 11.01.2018 and that the layout was duly approved by the competent authority, DTCP, Hyderabad, vide TLP No. 280/2017/HRO/H1.

13. The Respondent placed reliance upon Clause 5 of the registered Sale Deed and contended that the said clause expressly records that the Vendor Company had delivered physical vacant possession of the schedule property to the vendee on the date of execution of

the sale deed. Therefore, according to the Respondent, possession of the plot had already been handed over to the Complainant at the time of registration itself.

14. The Respondent further submitted that all plots in the venture were duly demarcated and numbered after obtaining the requisite approvals and that boundary stones had been erected for identification of the plots. The allegation of the Complainant that she was unable to locate the plot during her visit to the venture in the year 2023 was specifically denied. The Respondent contended that such allegations are false, baseless, and have been made solely for the purpose of filing the present complaint.

15. It was further contended that after registration and delivery of possession, it is the responsibility of the Complainant to safeguard and maintain the plot standing in her name. According to the Respondent, no obligation survives upon the Respondent after the completion of registration and handing over of possession.

16. In conclusion, the Respondent submitted that the Complainant has not approached this Authority with clean hands and has deliberately suppressed material facts. It was therefore prayed that the complaint, being devoid of merit and barred by limitation, be dismissed with costs.

D. Rejoinder / Reply filed by the Complainant

17. The Complainant denied all allegations, averments, and contentions made therein except those specifically admitted. The Complainant contended that the counter is evasive, misleading, and devoid of material particulars. It was further submitted that the Respondent failed to specifically address the core grievance raised in the complaint, namely, that Plot No. 46 sold to the Complainant is not identifiable or demarcated on the ground in accordance with the approved layout plan and the registered sale deed.

18. The Complainant denied the Respondent's contention that the complaint is not maintainable and submitted that she is the absolute purchaser and registered owner of Plot No. 46 admeasuring 147 square yards, having purchased the same under Registered Sale Deed No. 21135/2019 dated 25.07.2019. It was submitted that the complaint was filed bona fide for protection of her lawful rights after discovering that the plot could not be identified on the ground and that there has been no suppression or misrepresentation of facts on her part.

19. With regard to the plea of limitation raised by the Respondent, the Complainant submitted that the cause of action arose when she visited the project site in the year 2023 and found that the location, boundaries, and existence of Plot No. 46 could not be identified as per the approved layout and registered sale deed. It was further submitted that upon approaching the Respondent for clarification, the matter was repeatedly postponed on one pretext or another and, therefore, the cause of action is a continuing one. Consequently, the complaint is stated to be within the prescribed period of limitation.

20. The Complainant admitted that the Respondent had executed Registered Sale Deed No. 21135/2019 and that the layout was stated to have been approved by the competent authority. However, it was contended that the plot shown at the time of sale was represented as being bounded by Plot No. 47 on the North, Plot No. 43 on the West, Plot No. 45 on the South, and a 33-feet wide road on the East. According to the Complainant, upon physical inspection, no identifiable plot corresponding to the said schedule and boundaries exists on the ground and the physical layout does not correspond with the approved plan shown at the time of sale. It was further submitted that despite repeated requests, the Respondent failed to properly identify and hand over the plot as per the approved layout.

21. The Complainant further contended that the Respondent's reliance upon Clause 5 of the Sale Deed, which records delivery of possession, is misconceived. According to the Complainant, a recital regarding delivery of possession in a sale deed cannot amount to actual and effective possession where the plot itself is not properly demarcated, identifiable, or traceable on the ground. It was submitted that the dispute does not relate to encroachment or interference by third parties but concerns the non-identifiability and non-availability of the plot corresponding to the approved layout and sale deed.

22. The Complainant denied the allegation that her visit to the project site in the year 2023 was fabricated for the purpose of filing the complaint. It was submitted that the plot was purchased as a long-term investment and that the discrepancy was discovered only upon inspection of the site. According to the Complainant, there was no reason to initiate proceedings unless a genuine grievance existed.

23. The Complainant also disputed the Respondent's contention that the responsibility to safeguard the plot rests solely upon the purchaser after registration. It was submitted that the primary obligation to ensure that the plot exists in accordance with the approved layout, is

properly demarcated, and is free from overlap or discrepancy rests with the developer. The Complainant contended that the Respondent's attempt to shift responsibility onto an individual purchaser amounts to negligence and deficiency in service.

24. In support of her contentions, the Complainant placed reliance upon the registered sale deed, layout plan, photographs, and video recordings of the subject property. The Complainant reiterated that she has approached this Authority with clean hands and has suffered financial loss, hardship, and mental agony on account of the Respondent's failure to properly identify and hand over the plot purchased by her.

25. Accordingly, the Complainant reiterated her prayer seeking a direction to the Respondent to identify, demarcate, and hand over Plot No. 46 in accordance with the approved layout plan and, in the alternative, to refund the entire sale consideration together with applicable interest and compensation.

E. Points to Be Determined

26. Based on the facts and circumstances placed before this Authority, the following question arise for adjudication:

Whether the Complainant is entitled to the reliefs sought? If so, to what extent?

F. Observations of The Authority:

27. This Authority has carefully considered the pleadings, documents placed on record, and the rival submissions advanced by both parties. The principal grievance of the Complainant is that although Plot No.46 admeasuring 147 square yards was purchased and registered in her favour vide Registered Sale Deed bearing Document No.21135/2019 dated 25.07.2019, she was allegedly unable to identify the said plot on the ground when she visited the venture in the year 2023. On that basis, the Complainant seeks either identification and handing over of the subject plot or, in the alternative, refund of the sale consideration together with interest.

28. The Respondent, on the other hand, contends that the subject plot was duly registered in favour of the Complainant in the year 2019 itself and that physical vacant possession of the plot was also delivered on the date of execution of the Sale Deed. The Respondent further submits that the layout was duly approved by the competent authority, that the plots were demarcated and numbered, and that boundary stones were erected for identification of the plots. According to the Respondent, the allegations made by the Complainant regarding non-

identification of the plot are unsupported by any cogent material and do not give rise to any cause of action under the provisions of the RE(R&D) Act, 2016.

29. At the outset, it is not in dispute that Plot No.46 admeasuring 147 square yards stands registered in favour of the Complainant vide Registered Sale Deed bearing Document No.21135/2019 dated 25.07.2019. It is also not in dispute that the sale transaction between the parties stood concluded upon execution and registration of the said Sale Deed. The Complainant has herself relied upon the said document in support of her claim before this Authority.

30. A careful perusal of the Registered Sale Deed assumes significance. Clause 2 of the Sale Deed records as follows:

“That, the Vendor-Company herein do hereby sell, transfer and assign unto use of Vendee her Legal Heirs, Legal Representatives and Assignees all that Schedule Property hereafter described and for greater clearness delineated in the plan attached with this Deed and all that right, title, interest claim and demand whatsoever of the Vendor-Company into or upon the Schedule Property hereby conveyed unto the Vendee absolutely forever.”

Clause 3 further records as follows:

“That, the Vendee shall hereafter peacefully hold, use and enjoy the same as her own property without any hindrance, interruption, claim or demand by or from the Vendor-Company or any other person(s) whomsoever.”

Most importantly, Clause 5 of the Registered Sale Deed specifically records as follows:

“That, Vendor-Company have put the Vendee in Physical vacant possession of Schedule Property on this day.”

31. The above recitals form part of a duly executed and registered conveyance deed entered into between the parties. While such recitals carry considerable evidentiary value and ordinarily constitute proof of transfer of title and delivery of possession, they cannot, by themselves, be treated as conclusive proof that the property conveyed is physically identifiable on the ground. The object of a registered conveyance is not merely to transfer legal title but also to ensure that the property conveyed is capable of being located, identified and enjoyed by the purchaser.

32. It is not in dispute that the Complainant, having purchased Plot No. 46 admeasuring 147 square yards under the Registered Sale Deed bearing Document No. 21135/2019 dated 25.07.2019, is the rightful and absolute owner of the said plot. As the registered owner, she is entitled under Clause 3 of the Sale Deed to peacefully hold, use and enjoy the property without hindrance, interruption, claim or demand from the Respondent or any other person. Being the

rightful owner as per the Sale Deed, it is the corresponding obligation of the Respondent, as the promoter of the venture, to ensure that the plot conveyed is properly demarcated, well-identified and locatable on the ground in accordance with the approved layout. The mere recital of delivery of possession under Clause 5 of the Sale Deed does not, by itself, discharge the Respondent of this continuing obligation, particularly where the Complainant, notwithstanding her registered ownership, is unable to locate the specific plot allotted to her.

33. The Respondent has contended that the layout was duly approved by the competent authority, that the plots were demarcated and numbered pursuant to such approval, and that boundary stones were erected for identification. However, the grievance raised in the present complaint does not pertain to the existence of the Complainant's title, which stands unimpeached and is duly recorded under the Registered Sale Deed, but to the physical identifiability of the plot conveyed to her. It is the duty of the Respondent, as promoter, to render all necessary assistance to the Complainant to enable her to locate, identify and take physical charge of the plot in a well-demarcated condition, consistent with the ownership rights already vested in her.

34. This Authority further notes that the relief sought by the Complainant is twofold, namely, identification and handing over of the subject plot or, in the alternative, refund of the entire sale consideration together with interest. The execution and registration of the Sale Deed conveys title and records delivery of possession; however, for the reasons discussed above, this does not extend to complete compliance where the Complainant remains unable to identify the very plot conveyed under the registered instrument.

35. Accordingly, while the prayer seeking refund of the sale consideration together with interest is rejected, this Authority is of the considered opinion that the Respondent is directed to identify, physically demarcate and number Plot No. 46, admeasuring 147 Sq. Yards, covered under the Registered Sale Deed dated 08.12.2021, in accordance with the approved layout, and extend all necessary assistance to the Complainant in locating the said plot on the ground.

36. The aforesaid exercise shall be completed within 15 (fifteen) days from the date of receipt of this Order. 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