

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

Dated, this, the 7<sup>th</sup> day of MARCH, 2025.

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

**C.C.P.No.27/2024/TG RERA**

Between:

Sri Vinesh Kumar Thati, H.No.4-2-90/5, Old Bhoiguda,  
Secunderabad 500003.

...(Complainant).

AND

- 1) Sri Goli Shravan Kumar, G.E.Papers & Boards Shop No.3-2-74,  
General Bazar, Secunderabad - 500 003.
- 2) Bridge Constructions Pvt.Ltd., 8-2-293/K/52, 1<sup>st</sup> Floor, Ayyappa  
Complex, Plot No.52, Phase-3, Kamalapuri Colony, Banjara Hills,  
Hyderabad 500073.

....(Respondents)

This complaint came up for hearing before me on 17.02.2025 in the presence of the Complainant himself and of Sri M.Srinivas, Counsel for the Respondent No.2,; whereas Respondent No.1 remained *ex parte*; upon perusing the material on record and on hearing argument of both sides and having stood over for consideration till this day, the following order is passed:

**ORDER**

The complainant filed present complaint under Section 31 of Real Estate (Regulation and Development) Act (hereinafter referred to as 'the Act') **read with Rule 35 of TS Real Estate (Regulation and Development) Rules, 2017** ( hereinafter referred to as 'the Rules') against the respondents to award compensation.

**Case of the Complainant:**

2(a). The case of the complainant, in brief, as revealed from the complaint is that M/s.Bridge Constructions Pvt.Ltd (formerly known as M/s.SVC Ventures Pvt.Ltd.) offered possession of apartment within (18) months. The complainant used to reside in a rented house and as such he decided to own an apartment. Accordingly, he booked one Flat bearing No.1005 in SVC Paramount now Bridge Paramount and paid more than 20% of the total consideration, i.e., Rs.16,67,600/- (Rupees Sixteen Lakhs, Sixty Seven and Six Hundred only) in the month of March, 2020.

2(b). According to the complainant, the Flat booked by him fell to the share of owner, but he was not informed. It is stated that when the complainant came to know about the said fact, the owner has decided to sell the Flat.

2(c). The complainant further pleads that the promoter postponed the execution of Agreement of Sale and at last the Agreement of Sale was executed on 19.11.2020 agreeing to hand over possession of the Flat within (30) months (Twenty four months + six months grace period) from the date of Agreement of Sale.

2(d). The complainant further pleads that the Agreement of Sale was executed after Lockdown Pandemic. However, the complainant was not given any extension for payment of instalments. On the other hand, he was harassed and threatened to cancel booking if instalments are not paid as per payment plan, but possession is not given as promised. It is alleged that the payment of total sale consideration was taken and after several

reminders, Sale Deed was executed on 01.09.2021 assuring to give possession by March, 2022, but the possession is not handed over as per Agreement of Sale violating provisions of Sections 12, 14 and 18 of the Act.

2(e). It is further pleaded that an amount of Rs.74, 71,875/- (Rupees Seventy Four Lakhs, Seventy One Thousand, Eighty Hundred and Seventy Five only) has been paid @ Rs.4,200/- (Rs.Four Thousand and Two Hundred only) per Sq.Feet for schedule area along with covered one car parking measuring 134.59 Sq.Feet in the Project @ Rs.750/- (Rs.Seven Hundred only) per Sq.feet to respondent No.1/vendor/owner. Similarly, an amount of Rs.8,97,674/- (Rs.4,99,125/- for amenities + 5% GST Rs.24,955/-) has been paid to respondent No.2/promoter. Thus, the complainant has paid total consideration of Rs.83,69,549/- (Rupees Eighty Three Lakhs, Sixty Nine Thousand, Five Hundred and Forty Nine only).

2(f). It is then pleaded that the possession of the Flat was to be given by March, 2022 as advertised on Social Media. As per Agreement of Sale, the possession of the Flat was to be handed over within (30) months including grace period of six months, i.e., 19.05.2023, failing which interest has to be paid within (90) days of its becoming due. But, no such interest has been paid.

2(g). The complainant further pleads that cantilevered Balcony and utility Balcony measurements are not as per Carpet area statement.

2(h). Therefore, the complainant prays to award interest for every month delay till handing over possession and compensation.

**Notices to the respondents:**

3. Notices have been issued to respondent Nos.1 and 2. Respondent No.2 filed counter and contested the case. Notice issued to Respondent No.1 and handed over to the complainant for service was returned with a memo and affidavit of the complainant duly attested by Advocate and Notary stating inter alia that the complainant went at the address of respondent No.1 and offered notice and respondent No.1 refused to receive notice. Having perused affidavit, it was concluded that *prima facie* Respondent No.1 has refused to receive notice, which amounts to sufficient service. As such, respondent No.1 is called and he remained absent and there is no representation on his behalf. Therefore, respondent No.1 has been set *ex parte*.

**Counter of Respondent No.2:**

4(a). Respondent No.2 in counter contends that all allegations made against them may be treated as denied unless specifically admitted. According to respondent No.2, the subject Flat No.1005 fell to the share of respondent No.1. The Agreement of Sale and other documents have been executed between the complainant and Respondent No.1. Respondent No.2 is neither signatory to the documents nor has any knowledge about the averments of those documents, specifically with respect to the period of completion of construction and sale consideration.

4(b). It is contended that the complainant has paid total sale consideration to respondent No.1, who is seller of the Flat. The complainant is bound to

pay only amenity charges, i.e., Rs.6,00,000/- (Rs.Six Lakhs only) along with applicable taxes of Rs.3,45,000/- (Rs.Three Lakhs and Forty Five Thousand only), totalling Rs.8,45,000/- (Rupees Eighty Lakhs and Forty Five Thousand only) to respondent No.2 as mentioned at Page No.6 of the Agreement of Sale. The complainant failed to pay full amount to Respondent No.2. The complainant has paid only Rs.5,24,080/- (Rs.Five Lakhs, Twenty Four Thousand and Eighty only) and still an amount of Rs.3,20,920/- (Rupees Three Lakhs, Twenty Thousand, Nine Hundred and Twenty only) is due.

4(c). Respondent No.2 further contends that Flat No.1005 was totally completed, like all other Flats with all kinds of amenities. Respondent No.2 has completed the construction of entire residential apartment in all aspects including construction area, material, quality and there were no deviations with respect to promised construction area.

4(d). Respondent No.2 denies the allegation that the construction was not completed within specified period. In fact, the delay was due to Covid Pandemic period which was considered by RERA Authorities through order dt.01.06.2021. Further, the entire construction is completed and more than 35 purchasers have occupied their Flats and are living happily. It is stated that respondent No.2 has already intimated to the complainant through mail dt.29.07.2023 to take possession of the Flat land as such, there is no delay from Respondent No.2. The complainant instead of taking possession, with a malafied intention, is making false and baseless allegations to squeeze money from Respondent No.2.

Therefore, respondent No.2 prays to direct the complainant to pay balance amount of Rs.3,20,920/- (Rupees Three Lakhs, Twenty Thousand, Nine Hundred and Twenty only) with interest @ 24% per annum.

**Rejoinder by the complainant:**

5(a). The complainant, with leave of the Authority, filed a rejoinder stating that he has paid Rs.8,97,674/- (Rs.Eight Lakhs, Ninety Seven Thousand, Six Hundred and Seventy Four only) towards amenities and GST to respondent No.2 and Rs.74,71,875/- (Rs.Seventy Four Lakhs, Seventy One Thousand, Eight Hundred and Seventy Five only) to respondent No.1 and there are no dues to respondent No.2. Only after payment of total sale consideration, Sale Deed was executed on 01.09.2021. It is stated that the payment receipts and Bank statements show payment to respondent No.2. Further, the said payments have also been mentioned at page 12 of Agreement of Sale.

5(b). It is stated that the complainant has sent several mails to respondent No.2 to complete the Flat as per specifications and deliver possession with interest for delayed possession.

5(c). Respondent No.2 has sent mail dt.29.07.2023 to take possession of the Flat. On the same date, the complainant has given reply to respondent No.2 and there was no response. It is stated that as per directions of Hon'ble Supreme Court it is illegal to take possession without receiving Occupancy Certificate from concerned authorities.

5(d). The complainant further pleads that the respondents did not hand over possession of Flat as agreed and the complainant suffered huge financial loss and mental agony. It is stated that from November, 2022, the complainant is asking to pay compensation for delayed possession and there was no response. When mails sent to respondent No.2, respondent No.2 gave reply to take possession without completing pending works of the Flat and without receiving Occupancy Certificate.

**EVIDENCE:**

6. The complainant and respondent No.2 did not choose to adduce oral evidence. The complainant got marked Exs.A1 to A14 on his behalf in support of his contentions, whereas respondent No.2 got marked Exs.B1 to B5 to support their contentions. It is needless to mention that respondent No.1 remained *ex parte* and did not choose to contest the claim in the case.

**Points for consideration:**

7. On the basis of the pleadings advanced by the complainant and Respondent No.2, the Points that arise for consideration are:

1. Whether the complainant is entitled for interest for every month delay till handing over possession of Flat
2. Whether there is no privity of contract between the complainant and Respondent No.2 as contended by respondent No.2?
3. Whether the complainant is entitled for compensation? And if so, for what amount and from which of the respondents?

**POINT No.1:**

8(a). As far as the claim of the complainant to grant interest for every month delay in delivery of possession of Flat till handing over possession



towards compensation is concerned, it is relevant to refer the decision of Hon'ble Supreme Court in "*M/s. Newtech Promoters and Developers Pvt.Ltd. vs State of UP & others etc*" vide Civil Appeal No(s).6745 to 6749 of 2021 vide order dated: 11-11-2021, Hon'ble Supreme Court in Para 86 held as under:

*"From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the regulatory authority and adjudicating officer, what finally culls out is that although the Act indicates the distinct expressions like 'refund', 'interest', and 'compensation', a conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the amount, and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the regulatory authority which has the power to examine and determine the outcome of a complaint. At the same time, when it comes to a question of seeking the relief of adjudging compensation and interest thereon under Sections 12, 14, 18 and 19, the adjudicating officer exclusively has the power to determine, keeping in view the collective reading of Section 71 read with Section 72 of the Act. If the adjudication under Sections 12, 14, 18 and 19 other than compensation as envisaged, if extended to the adjudicating officer as prayed that, in our view, may intend to expand the ambit and scope of the powers and functions of the adjudicating officer under Section 71 and that would be against the mandate of the Act, 2016."*

8(b). From the said categorical pronouncement by Hon'ble Supreme Court, I have no hesitation to hold that the complainant is not entitled to claim interest for the period of delay in delivery of possession as compensation before the Adjudicating Officer and it is only the Real Estate Regulatory Authority which has jurisdiction to grant interest for the delay in delivery of possession of Flat. The Point is answered accordingly.

**POINT Nos.2 and 3:**



**9.** Point Nos.2 and 3 are interlinked and any discussion on any point will have relevancy with other. As such, it is just and appropriate to decide both the issues by a common discussion.

10(a). The admitted facts are that Mr.Dundoo Shirish, Mr.Goli Shyam Sunder and Respondent No.1 are owners of land where the Project is constructed. They along with Developer M/s.Bridge Constructions Pvt.Ltd. (formerly known as M/s.SVC Ventures Pvt.Ltd) i.e., respondent No.2 have entered into Development Agreement-cum-GPA vide Document No.1153 of 2018, dt.25.10.2018 and Rectification Deed bearing document No.2448/2018, dt.25.10.2018 in respect of land admeasuring 5094.75 Sq.yards bearing H.No.6-1-19 and 6-1-19/A in Sy.108/3 (old) situated at Walker Town, Secunderabad. Later, the Developer, i.e., Respondent No.2 and said Dundoo Shirish, Mr.Goli Shyam Sunder and respondent No.1 have obtained permission from GHMC. Subsequently, the Developer-respondent No.2 and said Dundoo Shirish, Mr.Goli Shyam Sunder and respondent No.1 have entered into Supplementary Agreement to the Development Agreement vide Document No.163 of 2020, dt.28.01.2020 for allocation of developed area in between them. As per the Development Agreement and Supplementary Agreement, Flat No.1005, which is subject matter in this case, fell to the share of Respondent No.1, who is vendor of the complainant. These facts are evident from Agreement of Sale Ex.A2 and Sale Deed Ex.A1 and Supplementary Agreement Ex.A11.

10(b). There is also no dispute that the complainant booked said Flat with the Promoter-respondent No.2 in the month of March, 2020 and paid

Rs.16,67,600/- (Rs.Sixteen Lakhs, Sixty Seven Thousand and Six Hundred only) to respondent No.2 as evident from Exs.A7, A8 and A9. According to the complainant, he was not informed at the time of booking of Flat that it fell to the share of the owner, i.e., respondent No.1 and that the Developer, i.e., respondent No.2 postponed execution of Agreement of Sale. It is also not in dispute that subsequently the owner, i.e., respondent No.1 has executed Agreement of Sale, Dt.19.11.2020 (Ex.A2) agreeing to sell said Flat No.1005 (10<sup>th</sup> Floor) admeasuring 1755 Sq.Feet with one Car parking for sale consideration as mentioned in the agreement. It is also an admitted fact that the possession of the Flat was agreed to be given within (30) months (Twenty Four months + six months grace period) from the date of agreement. There is also no dispute that after payment of total consideration, respondent No.1 has executed Sale Deed Dt.01.09.2021 (Ex.A1), but possession of the Flat is not yet delivered to the complainant. It is also an admitted fact that the Developer, i.e., respondent No.2 has returned Rs.12,52,520/- (Rupees Twelve Lakhs, Fifty Two Thousand, Five Hundred and Twenty only) to the complainant as evident from Ex.B3 from out of the amount received from the complainant at the time of booking after deducting the amount of amenities etc as mentioned in Agreement of Sale Ex.A2.

11(a). It is the case of the complainant that the possession of the Flat was agreed to be given in (30) months from the date of Agreement ExA2 by the respondents, i.e., 19.05.2023, but they failed to hand over possession till now. It is also his case that he has filed complaint in Form "M" vide

Complaint No.46/2024 before the RERA Authority and the Authority passed orders dt.21.01.2025 Ex.A14 directing respondent No.2 to complete all pending works in respect of said Flat No.1005.

11(b). On the other hand, the Developer-respondent No.2 in Para-2 of the counter has contended that the said Flat fell to the share of owner-respondent No.1 and the Agreement of Sale and other documents were executed between the complainant and respondent No.1. Respondent No.2 further contends that he was neither signatory to the documents nor has any knowledge about the averments of these documents, specifically with respect to the period of completion of construction and sale consideration between them. Learned Counsel for respondent No.2 vehemently contended that when respondent No.2 is not a party to the Agreement of sale Ex.A2, there is no privity of contract between the complainant and Respondent No.2 and as such the complainant has no right to maintain complaint and make claim against respondent No.2.

11(c). It is true that the complainant has paid said amount of Rs.16,67,600/- (Rupees Sixteen Lakhs, Sixty Seven Thousand and Six hundred only) as evident from Exs.A7 to A9 to respondent No.2 and according to him, it is for booking of the Flat in question. Respondent No.2 has returned said amount of Rs.12,52,520/- (Rupees Twelve Lakhs, Fifty Two Thousand, Five hundred and Twenty only) as evident from Ex.B3 to the complainant and according to respondent No.2, the said amount returned was out of said amount of Rs.16,67,600/- (Rupees Sixteen Lakhs, Sixty Seven Thousand and Six hundred only) after retaining amount towards

amenities as mentioned in Agreement of Sale Ex.A2. These payments and refund of amount etc., is of no help either to the complainant or respondent No.2 in regard to the claim by the complainant in the present case, especially when the complainant has entered into Agreement of Sale Ex.A2 and got Sale Deed Ex.A1 executed from respondent No.1 in respect of Flat in question. It is not the case of the complainant that respondent No.2 has entered into any agreement or executed any document in his favour in respect of the Flat purchased by him from respondent No.1. Therefore, it has to be held that there is no privity of contract between the complainant and the Developer-respondent No.2 in respect of Flat in question to make any claim by the complainant against respondent No.2.

12(a). The complainant has pleaded in the complaint that the possession of the Flat has not been handed over by 19.05.2023 as per Agreement of Sale Ex.A2 and thus the respondents have violated the provisions of Sections 12, 14 and 18 of the Act. He has further contended that as per decision of Hon'ble Supreme Court, possession cannot be given without obtaining Occupancy Certificate. According to the complainant, he has suffered huge financial loss and mental agony. On the other hand, respondent No.2 at one stage in Para-4 of counter contended that the construction of Flat of the complainant was totally completed in all aspect. At another stage in Para-5 of counter, he has contended that the delay was only due to Covid Pandemic. Respondent No.2 has then in Para-6 contended that they have intimated to the complainant already through mail dt.29.07.2023 Ex.B2 to take possession of Flat and as such, there is no delay in giving possession.

12(b). On consideration of said contentions of both sides, it has to be noted that the RERA Authority in Complaint No.46 of 2024 vide order dt.21.01.2025 gave more than one direction to respondent No.2 to complete all pending works in the Flat purchased by the complainant. If really, the said contentions on behalf of respondent No.2 are correct, no order as above would have been passed by the RERA Authority. No weight to said mail Ex.B2 said to have been given by respondent No.2 to the complainant can be given in the light of mail dt.29.07.2023 Ex.A5 given by the complainant to respondent No.2 as reply to said Ex.B2 mail that respondent No.2 has not received Occupancy Certificate and that the remaining works as mentioned therein may be completed coupled with said directions of RERA Authority under order Ex.A14. In these circumstances, it is very difficult to attach any importance to Occupancy Certificate dt.10.10.2023 Ex.B4 and to accept the contention of respondent No.2 in Para-4 of counter that the construction of Flat of the complainant was completed in all aspects. Admittedly, the possession as per Agreement of Sale Ex.A2 was to be given by 19.05.2023 and the said Agreement of Sale Ex.A2 was entered into on 19.11.2020. Therefore, it has to be held that the complainant has proved that the possession of Flat has not been given as per Agreement of Sale Ex.A2 as pleaded by the complainant and as such, the respondents have violated the provisions of Section 18 (l) of the Act and the complainant is entitled for compensation only from respondent No.1 in view of finding recorded on Point No.2 as above.

13(a). Now the next question is as to for what amount the complainant is entitled as compensation. As noted supra, the complainant has pleaded in complaint that the possession of the Flat has not been given by 19.05.2023 as per Agreement of Sale Ex.A2 and thus the respondents violated the provisions of Sections 12, 14 and 18 of the Act. He has further pleaded in the rejoinder that he has suffered huge financial loss and mental agony. At last, he prayed in the complaint only to award interest for compensation for every month of delay till handing over possession and realization.

13(b). From the said pleading and relief claimed, it is clear that the relief as claimed is not properly articulated. It being so, a question arises as to whether this Authority has power as per law to award compensation for financial loss and mental agony as pleaded in pleading though not specifically claimed in the case. On this aspect, it has to be noted that it is settled law that where a remedy and relief are available under law, it can be granted. It is also settled law that justice should not be denied on technical aspects and that justice should prevail. Further, if the prayer is not properly articulated, relief cannot be denied. In the instant case, remedy is available for the complainant to file present complaint and seek compensation, if entitled, and as such, I am of the considered view that the compensation for financial loss and mental agony though not specifically prayed, can be granted in the interest of justice, especially when a remedy and relief are available and it can be granted.

14(a). Next, it has to be noted that compensation has to be granted under the heads pecuniary and non-pecuniary. Though compensation has not

been defined under the Act, Section 72 of the Act speaks about factors to be taken into consideration while adjudicating the question of compensation, which reads as under:

**72. Factors to be taken into account by the Adjudicating Officer:**

*While adjudging the quantum of compensation or interest, as the case may be, under section 71, the adjudicating officer shall have due regard to the following factors, namely:-*

- (a) the amount of disproportionate gain or unfair advantage, wherever quantifiable, made as a result of the default;*
- (b) the amount of loss caused as a result of the default;*
- (c) the repetitive nature of the default;*
- (d) such other factors which the adjudicating officer considers necessary to the case in furtherance of justice.*

14(b). For determining the compensation to be granted to the complainant for loss or injury due to non-delivery of possession on time, there is Authority of the Hon'ble Apex Court in **"M/s. Fortune Infrastructure (now known as M/s.Hicon Infrastructure) and another vs. Trevor D'Lima and others, Civil Appeal No.(s) 3533-3534 of 2017 decided on 12.03.2018,**

wherein it is held :

*"No hard and fast rule can be laid down, however, a few examples would be where an allotment is made, price is received/paid, but possession is not given within the period set out in the brochure. The Commission/Forum would then need to determine the loss. Loss could be determined on basis of loss of rent which could have been earned if possession was given and the premises let out or if the consumer had to stay in rented premises, then on the basis of rent actually paid by him. Along with recompensing the loss, the Commission/Forum may also compensate for harassment/injury, both mental and physical."*



In the aforesaid case, the Hon'ble Apex Court laid down the principle for entitlement of the compensation due to loss or injury and its scope in cases where the promoter of real estate failed to complete the project and defaulted in handing over its possession.

14(c). In the instant case, it is neither the case of the complainant nor there is pleading in the complaint that respondent No.1 has got any disproportionate gain or unfair advantage as a result of his default.

14(d). The complainant and respondent No.1 have entered into Agreement of Sale Ex.A2 on 19.11.2020. The complainant contends that once the possession of the Flat was given as agreed, he would have occupied and saved rent. According to him, he is living in a rented Flat by paying rent. To support this, the complainant has filed a Rental Agreement dt.11.04.2018 Ex.A3 which shows that the complainant took Flat No.301 on rent of Rs.20,000/- (Rs.Twenty Thousand only) per month from the owner with effect from 01.05.2018 with condition of 5% increase in rent every year, Bank Statement of ICICI Bank Ex.A8 showing payment of rent of Rs.21,830/- (Rs.Twenty One Thousand, Eight Hundred and Thirty only) on 01.03.2020, and another Bank Statement of ICICI Bank Ex.A10 showing payment of Rs.22,922/- (Rs.Twenty Two Thousand, Nine Hundred and Twenty Two only) on 02.09.2021. The complainant contends that the said amount was paid under Exs.A8 and A10 due to increase in rent as per Rental Agreement Ex.A3 and, therefore, he may be granted compensation towards financial loss for staying in a rented Flat due to non delivery of possession of Flat in time as agreed.

14(e). Admittedly, respondent No.1/owner has entered into Agreement of Sale Ex.A2, dt.19.11.2020. Respondent No.1 remained *ex parte* and did not either contest the claim of the complainant nor chose to oppose the said contentions of the complainant that the complainant suffered financial loss due to stay in rented Flat and payment of rent. Respondent No.2 though contested the claim failed to rebut the said plea of the complainant. Having regard to the said pleading and proof Exs.A2, A3, A8 and A10 and the fact that the Flat under Ex.A2 purchased for more than Rupees Seventy Two Lakhs and status of the complainant, it has to be held that the contention of the complainant that he had to stay in a rented Flat by paying rent as evident from said Exs.A3, A8 and A10 has to be accepted. Therefore and considering the facts and circumstances of the case, I am of the considered view that, grant of compensation of Rs.20,000/- (Rupees Twenty Thousand only) per month towards financial loss due to failure of respondents in delivery of possession of Flat from the due date of delivery of possession as per Agreement of Sale Ex.A2, i.e., 19.05.2023 to till date of this order, would meet the ends of justice. Accordingly, the complainant is granted compensation for the period i.e., from the due date of delivery of possession of Flat, i.e., from 19.05.2023 to 07.03.2025, i.e., the date of order, i.e., 21 months 15 days, viz. Rs.20,000/ x **21 months and 15 days** = Rs.4,30,000/- (Rupees Four Lakhs and Thirty Thousand only) towards financial loss due to payment of rents for the rented flat.

15. The complainant has booked the flat in March, 2020. The possession of the flat was agreed to be given by 19.05.2023, i.e., after (30) months from

the date of Agreement of Sale Ex.A2. The sale deed Ex.A1 was executed on 01.-09.2021 on payment of entire sale consideration. It is well known fact that in Indian culture, a person in every family would have desire to own a house during his life time from his savings or even by obtaining loan. Persons taking such course to own house would have plan to settle in such house and would be attached more in such issue emotionally. When the feelings of such persons are affected by delay in delivery of possession or by false promise as in the instant case, they would be put to mental agony and harassment. It is very difficult to assess such mental agony and harassment in the shape of money. Hon'ble Supreme Court has said so in catena of decisions. The attitude of respondent No.1 having agreed to sell the flat remaining *ex parte* leaving the complainant at the mercy of respondent No.2 is also to be noted. At the same time, respondent No.2 having first booked the Flat and collected amount as above took stand that he is not answerable in the case as there is no privity of contract between him and the complainant. These circumstances can throw light as to how the complainant was made to suffer to get possession, especially having paid entire consideration and getting sale deed Ex.A1 executed. In all these facts and circumstances, I am of considered view that grant of compensation at Rs.2,50,000/- (Rupees Two Lakhs and Fifty Thousand only) towards harassment and mental agony would meet the end of justice.

16. For all the foregoing reasons, the conclusion that emerges on Point Nos.1 to 3 is that the Adjudicating Officer has no power to grant interest for every month delay till handing over possession of the Flat and that there is

no privity of contract between the complainant and respondent No.2 and that the complainant is entitled for compensation from respondent No.1 as under:

<b>Sl.No.</b>	<b>Head(s)</b>	<b>Amount (in rupees)</b>
1	Compensation towards financial loss due to stay in rented Flat and payment of rent.	Rs.4,30,000-00
2	Compensation towards harassment and mental agony.	Rs.2,50,000-00
3	Compensation towards cost of litigation	Rs. 10,000-00
	<b>TOTAL</b>	<b>Rs.6,90,000-00</b>

**(Rupees Six Lakhs and Ninety Thousand only)**

17. IN THE RESULT, respondent No.1 is directed to pay an amount of **Rs.6,90,000/- (Rupees Six Lakhs and Ninety Thousand only)** towards compensation within sixty (60) days from the date of this order, failing which, he shall also be liable to pay interest @ 10% per annum (today's highest MCLR rate of 8% plus 2%) from the date of this order till realization as per Rule 15 of the Rules. The complaint is allowed accordingly against respondent No.1.

Typed to my dictation, corrected and pronounced by me in open Court on this, the 7<sup>th</sup> day of MARCH, 2025.

Sd/-

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

**APPENDIX OF EVIDENCE**  
**WITNESSES EXAMINED**  
**NONE**

**EXHIBITS MARKED FOR COMPLAINANT**

Ex.A1	Dt.01.09.2021	Copy of Sale Deed.
Ex.A2	Dt.19.11.2020	Copy of Agreement of Sale.
Ex.A3	Dt.11.04.2018	Copy of Rental Agreement.
Ex.A4	Dt.08.04.2021	e-mail sent to the complainant by the respondent.
Ex.A5	Dt.29.07.2023	e-mail sent by the complainant the legal department of Bridge group India.
Ex.A6	Dt...03.2020	Mail showing the broucher with images.
Ex.A7	Dt.04.01.2025	Statement of Account of complainant with Union Bank for the period from 0`03.1010 to 31.03.2020.
Ex.A8	Dt.Nil	Detailed statement in respect of account of complainant with ICICI Bank for the period from 01.03.2020 to 11.03.2020.
Ex.A9	Dt.04.01.2025	Statement of Account of complainant with Union Bank for the period from 15.03.2020 to 18.03.2020.
Ex.A10	Dt.Nil.	Detailed statement in respect of account of complainant with ICICI Bank for the period from 01.03.2020 to 11.03.2020.
Ex.A11	Dt.28.01.2020	Copy of Supplementary Agreement.
Ex.A12	Dt.Nil	Letter issued for Bridge Constructions Pvt.Ltd acknowledging receipt of Rs.5,24,080/- from the complainant towards amenities services and GST @ 5%.
Ex.A13	Dt.Nil	Notice issued by RERA to Sri Goli Sravan Kumar, Managing Partner of M/s.Bridge Constructions Pvt.td. Hyderabad on the complaint given by the complainant.
Ex.A14	Dt.21.01.2025	Copy of order passed by the RERA authority in Complaint No.46 of 2024.

**EXHIBITS MARKED FOR RESPONDENT No.2:**

Ex.B1	Dt.01.06.2021	Order issued by RERA extending timeline for statutory compliance of Project for a further period of (6) months on account of Covid-19 Pandemic
Ex.B2	Dt.29.07.2023	Mail sent to the complainant by the legal department of Bridge group India.
Ex.B3	Dt.Nil	Copy of statement of account for the period from 01.04.2021 to 30.06.2021.
Ex.B4		Copy of Occupancy Certificate.
Ex.A5		Xerox copies of photos (marked subject to objection)

Sd/-

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

Cc.