

TELANGANA REAL ESTATE APPELLATE TRIBUNAL: HYDERABAD

Krishna Block, First Floor, Dr. MCR HRDI Campus, Road No.25, MP & MLA's colony,
Jubilee Hills, Hyderabad-500 033.

CORAM: Hon'ble Sri Justice A. Santhosh Reddy, Chairperson.
Hon'ble Sri P. Pradeep Kumar Reddy, Judicial Member.
Hon'ble Smt. Chitra Ramchandran, Administrative Member.

T.A.No. 26 of 2024

Between:

Smt.Suman Wadhawan @ Suman Malhotra,
W/o Rajiv Malhotra, aged 50 years, Resident
of 1-A, Sivam, No.20, Kotham road,
Nungambakkam, Chennai- 600034, Tamilnadu.



...Appellant/Complainant

AND

1.M/s Venkata Praneeth Developers Private Ltd,
represented by its authorized signatory K.Aditya,
Plot No.797, Third & Fourth floor, Aarka Prime,
Metro Pillar No.1671, Road No.36, Jubilee Hills,
Hyderabad-500034.

...Respondent/Developer

2. Ashish Wadhawan, S/o Natharam Wadhawan,
Aged 37 years, Business, R/o Celestia Apartment,
1st floor, 2-2-18/29 & amp; B53, DD colony,
Amberpet, Hyderabad - 50001

3. M/s Satyavani Homes JV, represented by
Surya Prakash, Office at A-203, Kushal Towers,
Khairatabad, Hyderabad - 500004.

...Respondents

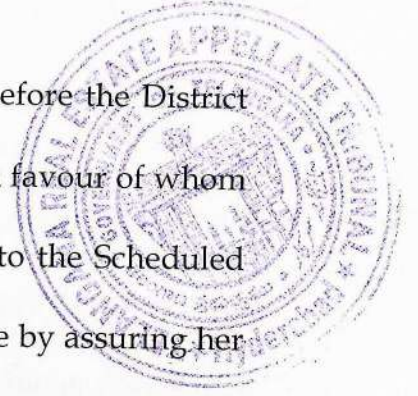
Counsel for Appellant	: Mr.Shireen Sethna Baria
Counsel for Respondent No.1	: Mr.Govardhan Reddy Pedda
Counsel for Respondent No.2	: Mr.Subrahmanyam Kurella
Counsel for Respondent No.3	: Mr.VVSSR Anjaneyulu
Date of Decision	: 06.04.2026

ORDER:: (*Per Hon'ble Sri Justice A. Santhosh Reddy*)

This appeal arises from out of the Order, dated 29.04.2024, passed by the Telangana State Real Estate Regulatory Authority (hereinafter referred to as 'the Regulatory Authority'), in Complaint No.1146 of 2023, whereby the Regulatory Authority dismissed the complaint filed by the appellant/complainant as not maintainable.

2. The case of the appellant/complainant, in brief, is that she along with her sisters are the joint owners of the property admeasuring Ac.5.05 Guntas, situated at Survey No. 97 and 98, Annojiguda Village, Pocharam Municipality, Ghatkesar Mandal, Telangana (for short 'scheduled property'). It is stated that without consent of the Complainant, sham documents were fraudulently executed and registered by her father, brother being respondent No.2 and respondent No.3 herein purporting to alienate the Scheduled Property under various transactions and upon knowing the same, the Complainant filed a suit being O.S. No. 220 of 2021 before the XIV Additional District Judge, Ranga Reddy District, seeking partition of the Scheduled Property and to cancel all the registered documents executed in respect of the Scheduled Property. It is further stated that the Complainant also made newspaper publications in Eenadu and Times of India on 26.06.2021 and 27.06.2021 respectively,

cautioning the general public about the pending litigation before the District Judge, Ranga Reddy. Thereafter, respondent Nos. 2 and 3, in favour of whom a Joint Development agreement was executed with respect to the Scheduled Property, had approached the Complainant for a compromise by assuring her that she would be given her legitimate share in respect of the Scheduled Property by gifting an undivided share in the proposed apartments by way of a registered Gift Settlement Deed in her favour. In view of the said compromise, respondent No.2, at the instance of respondent No. 3, entered into a Settlement Agreement, dated 03.08.2021, with the Complainant, recording the settlement terms as contained therein. It is further stated that respondent No. 2 further sworn to an Affidavit-cum-Declaration that the said suit will be settled amicably and by virtue of the same, respondent No. 2 would execute a Gift Deed of 643.86 Sq. Yards undivided share of land (out of respondent No.2 undivided share of land in terms the Registered Joint Development Agreement vide Document No. 2770 of 2021) and further respondent No. 3 undertook that it shall proportionately allocate 19 Flats in Block-A admeasuring 24,968 Sq.ft.s along with 19 car parking (out of the share of respondent No.2 as allocated in term of Supplemental Agreement read with Registered Development Agreement vide Document No. 2770 of 2021), which is proposed to be constructed in terms of the Registered Development Agreement. Accordingly, respondent No. 2 executed the Registered Gift Settlement Deed in favour of the Complainant to an extent of 643.86 Sq. Yds of undivided share of land from the



Scheduled Property vide Document No. 7387 of 2021, dated 04.09.2021. It is further stated that in view of the said compromise, O.S.No.220 of 2021 was withdrawn against all the defendants therein, except respondent No. 2 and thereafter it was referred to Lok Adalat, wherein the compromise between the Complainant and respondent No. 2 was recorded. In view thereof, the Lok Adalat has passed an award as per the terms of the compromise. Thereafter, respondent Nos. 2 & 3, without knowledge and consent of the complainant, unilaterally entered into a fresh Development Agreement-Cum-Irrevocable Power of Attorney vide Document No. 7296 of 2021 with respondent No.1/developer with a view to usurp the Complainant's legitimate share in the Scheduled Property. Therefore, the said transaction, which is vitiated by fraud, is illegal, void *ab initio* & *non-est* in the eye of law, thereby making the development activity carried out by respondent No. 1 on the Scheduled property required to be stopped in order to avoid multiplicity of proceedings to protect her legitimate share in the Scheduled Property.

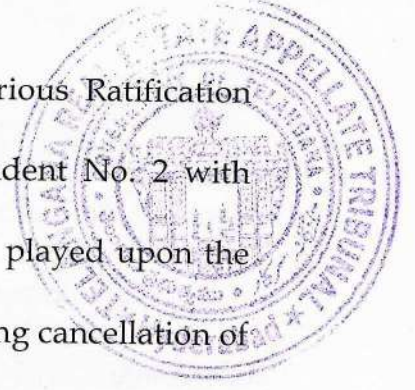
3. It is further stated by the complainant that, respondent No. 2 in furtherance of his fraud, has filed O.S. No. 2010 of 2022 before I- Additional Senior Civil Judge Medchal-Malkajgiri Court seeking cancellation of the aforesaid Registered Gift Deed, which was executed in favour of the Complainant, in pursuance of the Award passed by the Lok Adalat, dated 06.09.2021. It is further stated that as per the terms of compromise recorded

before the Lok Adalat, the Complainant had executed various Ratification Deeds to ratify the sham transactions executed by respondent No. 2 with respect to the Scheduled property, but in view of the fraud played upon the Complainant by respondent Nos. 2 & 3, she filed a suit seeking cancellation of the said Ratification Deeds executed by her, before the I- Additional Senior Civil Judge, Medchal-Malkajgiri, on 06.06.2023, vide O.S No. 194 of 2023 and the same is pending. In view thereof, the Complainant brought the aforesaid facts to the notice of respondent No.1 by way of a legal notice, dated 21.12.2022, that he is not entitled to carry out or enter into any transaction or development activities in respect of the Scheduled Property till the *lis* is adjudicated by the Court of law. Despite the same, respondent No. 1 has obtained real estate project approval being RERA No. P0220000478 and started construction activities and he is in the process of creating third party rights, which is subject to *lis pendens*. Therefore, the complainant prayed for the following reliefs:

(a) To revoke the registration being RERA No. P02200004788 granted to respondent. No.1 as per Section 7 of The Real Estate (Regulation and Development) Act, 2016 (for brevity 'the Act').

(b) To publish the revocation of the RERA Approval on the RERA Website and at the Project Site.

4. Respondent No.1/developer filed a counter, *inter alia*, contending that the complainant is neither an aggrieved person nor allottee nor purchaser nor



seller nor does she have any *locus standi*, nor does she disclose any clear right to sue in the complaint. Moreover, there is no privity of contract between the complainant and respondent No. 1. Thus, the Regulatory Authority lacks jurisdiction to entertain and decide the present complaint. The Complaint pertains to revocation of registration of respondent No.1 under Section 7 of the Act, but nothing is disclosed nor any ground for such revocation was mentioned in the complaint. Admittedly, the Original Suit vide O.S.No.220 of 2021 filed by the complainant for partition has been dismissed as withdrawn vide Memo, dated 06.09.2021 and as such the complainant had no right, title, interest or possession over the Scheduled Property. Admittedly, the suit, vide O.S.No.2010 of 2022 filed by respondent No.2 against the Complainant for Cancellation of Registered Gift Settlement Deed, has also pending adjudication. It is pertinent to mention here that respondent No. 1 herein is not a party to said O.S.No.2010 of 2022. Admittedly, even as per the assertions mentioned in the complaint, the complainant had also instituted the Original Suit vide O.S.No.194 of 2023 for Cancellation of Ratification Deeds and the same is pending adjudication.

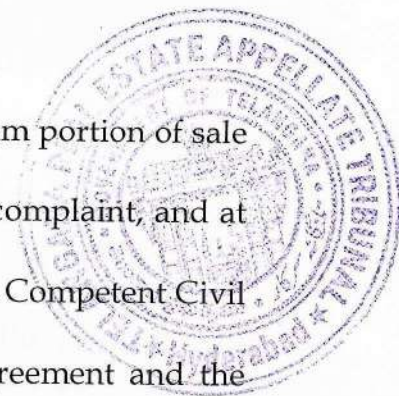
5. Respondent No.1 further contended in his counter that the Rule under which the present Complaint is filed is wholly inapplicable. The deponent to the Affidavit-cum-Declaration is respondent No. 2 and that respondent No. 1 is in no way concerned to it. The registered Joint Development Agreements

bearing Document No.2770 of 2021 & 2771 of 2021 were executed between Respondents No. 2 & 3 and that respondent No. 1 is in no way concerned to it. Similarly, the registered Gift Settlement Deed, dated 04.09.2021, bearing Document No.7387 of 2021 was executed by respondent No. 2 in favour of complainant, and respondent No. 1 is in no way concerned to it. It is further contended that insofar as the assertions mentioned in Paragraph Nos. 9 & 10 of the Complaint are concerned, the self-serving admissions & assertions of the Complainant ex-facie disclose that Registered Development Agreement-cum-Irrevocable Power of Attorney, dated 02.09.2021, bearing Document No.7296 of 2021 was executed by respondent Nos. 2 & 3 in favour of respondent No. 1 and pursuant thereto respondent No. 1 commenced development of Schedule Property and discharged its lawful obligations under the said Registered Development Agreement in its true letter and spirit. That the complainant is neither a party nor signatory nor witness to said registered Development Agreement. Therefore, the same amply discloses that the complainant is neither "an aggrieved person" nor "allottee" nor "purchaser" nor "seller" nor having any *locus standi*, nor any clear right to sue is disclosed in the Complaint. It is further stated that none of the prerequisite stipulations enunciated under Section 7 of the Act are either pleaded or disclosed in the complaint. Therefore, the present complaint lacks merit and as such the same may be dismissed with exemplary costs.



6. Respondent No.2 filed a counter-affidavit, *inter alia*, contending that the Regulatory Authority has no jurisdiction to entertain the complaint filed by the complainant as the dispute is purely civil in nature to be decided by the competent Civil Court. The allegations made in paragraph Nos. 1 to 8 of the complaint clearly pertain to the litigation in O.S No. 220 of 2021 filed by the complainant against this respondent and her family members, including those persons in respect of whom this respondent has executed registered documents and the consequential Compromise decree passed between the complainant and this respondent with a view to safeguard the prestige, dignity, and harmony of the family. The moment she entered into a compromise and obtained a registered Gift Settlement Deed from this respondent in respect of 643.86 Sq. Yards of undivided share, she cannot ventilate her grievance based on the same allegations, that too before the Authority. Even otherwise, a Compromise has been arrived between the parties and an Award was passed before the Lok Adalat on 06.09.2021. Any grievance regarding the Lok Adalat Award is the subject matter of litigation to be agitated before the Competent Civil Court that passed the decree, and the Regulatory Authority has no Jurisdiction. It is further stated that the Complainant had entered into an Agreement of Sale with the 3rd respondent in respect of 19 Flats to be developed by the 3rd respondent for a sum of Rs. 7.5 Crores and she had received a sum of Rs.5 Crores from the 3rd respondent and that the Complainant has to execute a registered Sale Deed in favour of the 3rd respondent or its nominee in respect of

the flats allotted to her share. So having received the maximum portion of sale consideration, the Complainant is estopped from filing this complaint, and at best, she has to file a Suit for Specific Performance before the Competent Civil Court. It is needless to mention that the Development Agreement and the Power of attorney executed between the 2nd & 3rd respondents also authorizes the 3rd respondent to execute all necessary documents for completing the Project. Therefore, the execution of Development Agreement-cum-GPA in favour of the 1st respondent by 2nd & 3rd respondents under no circumstances can be found fault with. It is further submitted that the allegations made in Paragraph Nos. 10 to 15 of the complaint clearly speak about the pending litigation between the Complainant and these respondents in respect of several other properties, but not related to the Property under development with the 1st respondent. It is further stated that the Complainant, along with her two sisters, appeared before the Sub Registrar Office and executed a registered GPA about 25 years ago authorizing Natharam Wadhawan to deal with the property in issue. The said Natharam Wadhawan made a layout of Ac.5.00 gts covered under this litigation and sold plots to some of the purchasers and gifted the remaining portion to the 2nd respondent. The 2nd respondent, along with other purchasers, had entered into Development-cum-GPA with the 3rd respondent. The Complainant with an oblique motive filed O.S No. 220 of 2021 for partition against the entire family members, Purchasers, and the 3rd respondent. However, at the intervention of mediators with a condition that she will not



make any claim in respect of any property belonging to the family of Natharam Wadhawan in full and final satisfaction of her share in all the Properties, she agreed to receive about 25,000 Sft., of constructed area corresponding to 643.83 Sq. Yards UDS of land representing 18 Flats. Based on the said compromise, the 2nd Respondent executed a Gift Deed for 643.86 Sq. Yards, and the terms were recorded in Lok Adalat. Based on the said compromise, the Complainant had entered into an Agreement of Sale with the 3rd respondent, in respect of the Flats allotted to her share for Rs. 7.5 Crores and received an amount of Rs. 5 Crores from the Builder. Not satisfied with the flats she got, contrary to the assurances and settlement, filed a separate Suit for the partition of the Property standing in the name of her mother Mrs. Shobharani Wadhawan, who is still alive, where the Property is her self-acquired property, making all false allegations. Meanwhile, since the 3rd respondent also requires an active partner, with the consent of this respondent, both 2nd & 3rd respondents entered into a Development Agreement with the 1st respondent. There is no fraud played by the respondents against the Complainant. It is further stated that the Complainant had also filed a Suit for cancellation of the Gift Deed for 643.86 Sq. Yards executed by this respondent only to harass the respondent. Thus, it is evident that the dispute involved in this litigation is purely beyond the scope of this Act as none of the respondents had violated any terms and conditions nor committed any act contravening the provisions of the Act. It is further stated that in view of the pendency of Civil Cases between the complainant and

respondents and the complainant having already filed Civil Suits against the respondents coupled with the fact of entering into an Agreement of Sale and received about a sum of Rs. 5 Crores, she cannot seek the revocation of grant of permission to the project under this Act. In view of the above facts and circumstances, this complaint is liable to be dismissed with exemplary costs.

7. Respondent No.3 filed a counter-affidavit, *inter alia*, contending that the complainant has no cause of action to file the complaint against respondent No. 3. By the date of filing the application and granting permission by the Regulatory Authority, there is no *lis pendency* over the scheduled property. Respondent No. 3 denies the joint ownership and rights of the complainant in the property admeasuring Ac. 5.05 Guntas of land. It is further stated that the complainant filed O.S.No.220 of 2021 against him, her sisters, father and brother, respondent No.2, and others, and subsequently, the complainant withdrew the said suit against him. It is further stated that he never approached the complainant, and at the request of complainant and respondent No. 2, respondent No. 3 conciliated and mediated between them for an amicable family settlement. It is respondent No. 2, who executed a registered Gift Deed in favour of the complainant, and respondent No. 3 in no way got any right, title, interest and ownership over the gifted property. The complainant requested respondent No.3 to purchase her share of property which she got under the above-said Gift deed, and accordingly, an agreement

of sale deed was executed on 03-09-2021, wherein respondent No.3 paid a major portion of the sale consideration, and the complainant failed to complete the registration formalities for the amount which she received from respondent No.3. Out of the total agreed sale consideration of Rs.7,50,00,000/- respondent No.3 already paid more than Rs.5,20,00,000/- to the complainant. Respondent No. 3 never undertook to allocate proportionately 19 flats in A-block to the Complainant, and respondent No.3 never induced the complainant to enter into a compromise for the withdrawal of the said suit.

8. Respondent No.3 further stated that it is a fact that a registered gift deed was executed by respondent No. 2 in favour of the complainant, which was subsequently challenged before the competent civil court vide O.S.No.2010 of 2022. The contents of the complaint were not admitted by respondent No.3, and in fact, the complainant, in active connivance with respondent No. 2, conspired and hatched a plan to cheat respondent No. 3 and the public at large and to harass them by initiating multiple litigations to gain financially. No person shall have any legal right to question the validity of the Registered General Power of Attorney executed on 09.10.1991, by the complainant along with her family members and subsequently registered documents executed by the holder in favour of respondent No. 3 and others in respect of properties referred to in the respective registered deeds. It is further stated that the complainant has no *prima facie* grievance nor an aggrieved party to approach this Authority. It is

further stated that the relief as claimed is misconceived in nature and that the complainant is not entitled to such a relief as prayed for and, therefore, the complaint filed by the complainants is liable to be dismissed for want of cause of action. In view of the said submissions, respondent No.3 prayed for the following reliefs:

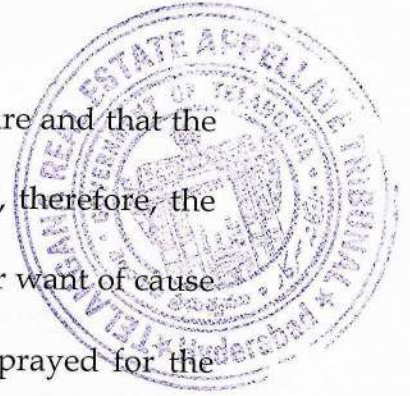
(a) Reject the Complaint, as the complainant is not an aggrieved person under the provision of the Act and its rules.

(b) Confirm that the registration cannot be revoked as the promoter did not make any default in doing anything required by or under this Act or the rules or the regulations made thereunder; or the promoter did not violate any of the terms or conditions of the approval given by the competent authority; or the promoter is not involved in any kind of unfair practice or irregularities.

9. After hearing the learned Counsel appearing on either side and perusing the entire material available on record, the learned Regulatory Authority, vide impugned order, dated 29.04.2024, dismissed the complaint filed by the appellant/complainant as stated supra.

10. Feeling aggrieved and dissatisfied with the aforesaid order, dated 29.04.2024, the present appeal has been preferred by the appellant/complainant.

11. Learned Counsel for the appellant/complainant submitted that the appellant is a *bona fide* allottee as defined under Section 2(d) of the Act as her



rights arise from valid and subsisting transactions viz., Settlement Agreement, dated 03.08.2021, and registered Gift Settlement Deed bearing Document No.7387 of 2021, dated 04.09.2021, coupled with Affidavit-cum-declaration, dated 03.09.2021, allocating 19 flats in Block-A admeasuring 24,968 sq. ft. along with 19 car parking spaces and proportionate undivided share of land to the appellant. The said allotment was made pursuant to a lawful compromise and in consequence of withdrawal of O.S.No.220 of 2021 filed by her. He further submitted that the definition of 'allottee' under the Act is wide and must be interpreted purposively to advance the object of legislation and in support of his contention, he relied upon a decision of the Hon'ble Supreme Court in *Manish Kumar vs. Union of India* (MANU/SC/0029/2021).

12. Learned Counsel for the appellant further submitted that the appellant is an 'aggrieved person' within the meaning of Section 31(1) of the Act and that the appellant, whose vested allotment rights are being defeated by illegal development and alienation, has undoubtedly suffered a legal injury and, therefore, she has locus to invoke Section 31 of the Act and in support of his contention, he relied upon a decision of the Hon'ble High Court of Bombay in *Dr.Yogesh Bele vs. Maharashtra Real Estate Regulatory Authority*¹.

13. Learned Counsel further submitted that despite the subsistence of settlement agreement and the registered gift settlement deed, respondents 2

¹ 2023 SCC Online Bom 1849

and 3 executed a Development Agreement-cum-Irrevocable Power of Attorney, dated 02.09.2021, in favour of respondent No.1 suppressing the existence of settlement and allotment in favour of appellant and that the said development agreement was executed without knowledge and consent of appellant and is, therefore, void *ab initio* and *non est* in the eye of law and cannot confer any valid or enforceable right. He further submitted that the respondents had no legal right, title or interest over the scheduled property to apply for or obtain registration of the real estate project. The respondents, despite having full knowledge of the appellant's allotment and the subsisting disputes, falsely declared title and suppressed material facts, thereby fraudulently obtained registration from the Authority, which attracts the provisions of Sections 7(1)(a)(d) of the Act.

14. He has further submitted that the reasoning adopted by the Regulatory Authority in the impugned order that the appellant is not entitled to approach the Regulatory Authority due to pendency of civil proceedings is wholly erroneous and in support of his contention, he relied upon a decision of the Hon'ble Supreme Court in *Manish Kumar Vs. Union of India* (supra). Further, even after dismissal of the complaint, respondent No.1 has failed to comply with the Regulatory Authority's direction to disclose pending litigation on the website and such deliberate non-compliance itself justifies revocation of registration under Section 7 of the Act.



15. Lastly, learned Counsel for the appellant submitted that subsequent to filing of the present appeal and during the pendency of the matter, respondents 1 to 3 filed W.P.No.35644 of 2024 before the Hon'ble High Court for the State of Telangana, without impleading the appellant as a party, challenging the notification issued by the Telangana State Waqf Board, whereby the property developed by the respondents has been declared as waqf property and that they have obtained an interim order permitting the processing of sale deeds. Further, the proceedings, which are pending in respect of the same scheduled property, in the absence of a valid development agreement involving all co-owners, continuation of such proceedings will result in multiplicity of litigation and conflicting claims. Therefore, he prayed this Tribunal to allow the appeal as prayed for.

16. Per contra, learned Counsel for respondent No.1 submitted that the appellant is neither an aggrieved person nor an allottee having any *locus standi* to sue is disclosed neither in the complaint nor in the appeal, moreover there is no privity of contract between the appellant and respondent No.1 and, therefore, the appellant has no right to lodge the present appeal against respondent No.1. Further, the appeal is conspicuously silent regarding the grounds for revocation of registration under Section 7 of the Act.

17. He has further submitted that the suit being O.S.No.220 of 2021 filed by the appellant for partition against respondent No.2 has been dismissed as withdrawn by the trial Court vide judgment, dated 06.09.2021, and the suit vide

O.S.No.2010 of 2022 filed by respondent No.2 against the appellant for cancellation of registered gift settlement deed is pending adjudication and as such the appellant has no right, title, interest or possession over the scheduled property. Further, the suit vide O.S.No.194 of 2023 filed by the appellant for cancellation of ratification deeds is also pending adjudication and as such the *lis* is sub judice before a competent civil Court.

18. Learned Counsel further submitted that the allegations levelled by the appellant pertains to serious charge of fraud and as per the provisions of Section 34(1)&(2) of the Act, the nature of enquiry to be held by the Regulatory Authority is summary in nature and as such neither the Regulatory Authority nor this Tribunal has jurisdiction to enquire into such allegations of fraud.

19. Learned Counsel further submitted that the appeal is wholly premature in nature and the disputed questions of title cannot be gone into or adjudicated by this Tribunal. Further, respondent No.1 is not a party to O.S.No.2010 of 2022 filed by respondent No.2 and as such he is in no way concerned to the same. He has further submitted that the learned Regulatory Authority has rightly dealt with the complaint in accordance with the law and concluded that the complaint is not maintainable and, therefore, prayed that the appeal is liable to be dismissed.

20. Learned Counsel for respondent No.2 submitted that the learned Regulatory Authority has rightly dismissed the complaint considering the larger interest of the purchasers and also the dispute involved is purely civil in



nature and unconnected with the construction activity or with the builder. Further, the Regulatory Authority had rightly concluded that the appellant is not an allottee. He has further submitted that the appellant has sold her share of allotted flats to respondent No.3 for a sum of Rs.7.5 crores and has received a substantial sale consideration and thus she has no locus standi to file the complaint. Thus, he prayed this Tribunal that the appeal filed by the complainant is liable to be dismissed.

21. We have heard the learned Counsel appearing for the appellant and the learned Counsel appearing for the respondents and have gone through the entire material placed on record along with written submissions and judicial precedents filed by them.

22. In the backdrop of the aforesaid facts, the points that arise for determination in this appeal are as under:

- (i) *Whether the appellant/complainant qualified as an allottee or as an 'aggrieved person' within the meaning of Section 31 (1) of the Act?*
- (ii) *Whether the appellant/complainant has locus standi to maintain the present appeal?*
- (iii) *Whether the impugned order, dated 29.04.2024, passed by the learned Regulatory Authority is sustainable in law?*

POINTS (i) to (iii):

23. The principal question that needs to be addressed in this appeal is whether the appellant/complainant is an 'aggrieved person' or 'allottee' to

maintain the complaint, in the facts and circumstances of the case, already detailed comprehensively herein above.

24. At this stage, it would be apposite to refer to the provisions of section 31 of the Act, which reads as under:

Filing of complaints with the Authority or the adjudicating officer: -

(1) Any aggrieved person may file a complaint with the Authority or the adjudicating officer, as the case may be, for any violation or contravention of the provisions of this Act or the rules and regulations made thereunder, against any promoter, allottee or real estate agent, as the case may be.

Explanation: --For the purpose of this sub-section "person" shall include the association of allottees or any voluntary consumer association registered under any law for the time being in force.

(2) The form, manner and fees for filing complaint under sub-section (1) shall be such as may be [prescribed].

25. Under Section 31 of the Act, the complaints can be filed either with the Authority or Adjudicating Officer for violation or contravention of the provisions of the Act or Rules and Regulations framed thereunder against any promoter, allottee or real estate agent, as the case may be, by 'any aggrieved person' and it has to be read with an explanation, 'person' includes an association of allottees or any voluntary consumer association registered under any law for the time being in force. In the expression 'any aggrieved person', the word 'person' is defined under Section 2 (zg), but the word 'person' is further qualified by 'aggrieved'. It is a settled legal proposition that a stranger cannot be permitted to meddle in any proceedings unless he satisfies that he



falls within the category of 'aggrieved person'. Therefore, this Tribunal notes that the phrase 'aggrieved person' used in Section 31 (1) of the Act would mean a person who is regulated or governed by the said Act and there is an injury of right conferred under the said Act.

26. The aforesaid legal position is required to be born in mind; it is imperative to examine whether the appellant/complainant is entitled to seek the reliefs as claimed by her in the instant case.

27. The appellant/Complainant claims that she along with her sisters are joint owners of the property admeasuring Ac.5.05 guntas situated at Sy.Nos.97 and 98, Annojiguda village, Pocharam Municipality, Ghatkesar Mandal, Medchal-Malkajgiri District (for brevity 'scheduled property').

28. The facts remain undisputed are that O.S.No.220 of 2021 filed by the appellant/complainant, before the Principal XIV Additional District Judge, Ranga Reddy District, against her sisters, father, brother (respondent No.2 herein) and others for perpetual injunction restraining them from interfering with the scheduled property, was dismissed as withdrawn against all the defendants therein except respondent No. 2 herein and thereafter the matter was referred to Lok Adalat, wherein the appellant and respondent No.2 herein had settled the matter as respondent No.2 had executed a registered Gift Settlement Deed, dated 04.09.2021, in favour of the appellant in respect of 643.86 sq. yards of undivided share of land and accordingly, the said suit

against respondent No.2 has been disposed of in terms of compromise, vide award dated 06.09.2021.

29. Admittedly, the suit being O.S.No.2010 of 2022 filed by respondent No.2 against appellant and respondent No.3 herein, before the I-Additional Senior Civil Judge, Medchal-Malkajgiri District, for cancellation of the aforesaid Gift Settlement Deed, dated 04.09.2021, is pending adjudication.

30. It is also an undisputed fact that the appellant/complainant had also filed a suit being O.S.No.194 of 2023, before the I-Principal Senior Civil Judge, Medchal-Malkajgiri District, against respondents 2 and 3 herein and others, for cancellation of registered ratification deeds and for perpetual injunction restraining them from dealing with the scheduled property, is also pending adjudication.

31. A bare perusal of the aforesaid undisputed facts would disclose a serious cloud on the title of the appellant/complainant over the scheduled property. A competent Civil Court has to determine the title of the appellant over the scheduled property before any claim to ownership or possession can be recognized. The present Complaint is wholly premature in nature and the disputed questions of title cannot be gone into or adjudicated by the Regulatory Authority or this Tribunal. The competent Civil Court alone has jurisdiction to determine the disputed questions of title.

32. In the present case, if the Civil Court finds that there is a defective title to the land on which the project is being developed or has been developed, Section



18 (2) of the RERA Act comes for the rescue of such aggrieved homebuyers/allottees, which states that *"the promoter/developer shall compensate the allottees in case of any loss caused to him due to the defective title of the land, on which the project is being developed or has been developed, in the manner as provided under this Act, and the claim for compensation under this sub-section shall not be barred by limitation provided under the law for the time being in force."*

33. That apart, from a perusal of the complaint *ex facie* discloses that the allegation levelled by the appellant/complainant against respondents 2 and 3 pertains to a charge of fraud as they alleged to have executed a Development Agreement-cum-Irrevocable GPA, dated 02.09.2021, in favour of respondent No.1/developer, without the knowledge and consent of the complainant. As per the provisions of Section 34 (2) of the Telangana State Real Estate (Regulation and Development) Rules, 2017, the nature of inquiry to be held by the Regulator Authority is 'summary' in nature and the Regulatory Authority or this Tribunal is neither empowered nor has any jurisdiction to inquire into such serious allegation of fraud. It is the competent Court alone, which has jurisdiction to inquire into such serious allegations of fraud.

34. From a perusal of the record, it is evident that the crux of the matter revolves around a title dispute, which is beyond the purview of the Regulatory Authority or this Tribunal. The appellant/complainant also asserts status of an allottee on the basis of a registered Gift Settlement Deed, dated 04.09.2021,

executed by respondent No.2 in her favour in respect of 643.86 sq. yards of undivided share in the land (out of 20,885 sq. yards) forming part of Sy.Nos.97 & 98 situated at Annojiguda village, Pocharam Gram Panchayat, Ghatkesar Revenue Mandal, Medchal-Malkajgiri District, which is pending adjudication before the Civil Court.

35. It is settled law that RERA Tribunals have the exclusive jurisdiction to hear disputes specifically related to the real estate sector including issues like project delays, incomplete construction and non-fulfilment of developer obligations under the Act. The civil disputes that involve issues unrelated to the real estate regulations, such as land title, general property rights or contracts outside the scope of the Act, cannot be addressed by the RERA Tribunals and such disputes must be resolved by the competent Civil Courts.

36. On a careful consideration of the facts and circumstances, the appellant/complainant cannot maintain the complaint as she has no valid right or title over the subject property as of now and as such, she cannot invoke the jurisdiction of the learned Regulatory Authority as she is neither an 'aggrieved person' nor an 'allottee' to maintain the complaint under Section 31 of the Act.

37. Further, in the instant case, none of the prerequisite stipulations enunciated under Section 7 of the Act are either pleaded or disclosed by the appellant/complainant and as such the learned Regulatory Authority has rightly rejected the relief of revocation of registration of the project granted to

the 1st respondent/promoter under Section 7 of the Act, keeping in view the larger interest of allottees in the project.

38. In view of the aforesaid discussion, we find that the impugned order, dated 29.04.2024, passed by the learned Regulatory Authority is sustainable in law, as there is no patent illegality or material irregularity in the exercise of jurisdiction, which would warrant interference by this Tribunal.

39. In the result, the appeal is dismissed confirming the impugned order, dated 29.04.2024, passed in Complaint No.1146 of 2023, by the learned Regulatory Authority. There shall be no order as to costs.

Registry is hereby directed to transmit a copy of this order to the parties and the learned Regulatory Authority as per section 44 (4) of the Act.

Pronounced on this the 06th day of April, 2026.

Sd/-

A. SANTHOSH REDDY, J
(CHAIRPERSON)

Sd/-

P. PRADEEP KUMAR REDDY
(JUDICIAL MEMBER)

Sd/-

CHITRA RAMCHANDRAN
(ADMINISTRATIVE MEMBER)

TRUE COPY

G.S.N.



Registrar
Telangana State Real Estate Appellate Tribunal
Government of Telangana
HYDERABAD