

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

***Dated: 6<sup>th</sup> April, 2026***

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

**Complaint No. 280/2024/TG RERA**

**M. Srinivasa Rao**

*R/o: H.No.2-2-38/8, Hanuman Nagar,  
Manikonda, Hyderabad*

**...Complainant**

**Versus**

**M/s Sohini Builders LLP,**

*Rep by its Designated Partner Sri. B. Subba Reddy,  
Office Address: Flat No. 202, Jyoti Srinivasam,  
Plot No.1109-A, Near Peddamma Temple,  
Road No.55, Jubilee Hills, Hyderabad – 500033*

**...Respondent**

**Complaint No. 548/2025/TG RERA**

**Ravi Kumar Kolli**

**...Complainant**

**Versus**

**M/s Sohini Builders LLP,**

*Rep by its Designated Partner Sri. B. Subba Reddy,  
Office Address: Flat No. 202, Jyoti Srinivasam,  
Plot No.1109-A, Near Peddamma Temple,  
Road No.55, Jubilee Hills, Hyderabad – 500033*

**...Respondent**

The present matter filed by the Complainant mentioned herein above came up for hearing before this Authority in the presence of Counsel for Complainant Sri M.Durga Prasad, and Counsel for Respondent Sri Ganesh Bhardawaj and upon hearing the submissions of both the parties, this Authority proceeds to pass the following **ORDER:**

2. This Complaint has been filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the “Act”) read with Rule 34(1) of the

Telangana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the “Rules”) seeking appropriate action against the Respondents.

3. Given the similarity in the subject matter and the nature of reliefs sought in both cases, they have been consolidated for the sake of convenience and to avoid unnecessary repetition.

**A. Brief facts of the case:**

4. In both cases, the Complainants are the absolute owners and possessors of their respective plots situated in the colony known as Beverly Hills Colony, situated in Survey No. 27/2 of Khajaguda Village, Serilingampally Mandal, Ranga Reddy District, within the limits of the Greater Hyderabad Municipal Corporation. Both Complainants claim title and possession of their respective plots through a continuous chain of registered sale deeds from previous owners.

5. In Complaint No. 280 of 2024, the Complainant is the owner of Plot No. 61, admeasuring 577.77 square yards (483 sq. meters), having acquired the same through a registered sale deed dated 31.10.2017 (Document No.12541/2017). The chain of title traces back to several prior conveyances, including Sale Deeds dated 03.11.2003 (Doc. No.13812/2003), 20.12.2000 (Doc. No.9648/2000), and 06.11.1995 (Doc. No.299/1996), which collectively establish ownership rights over the subject plot.

6. In Complaint No. 548 of 2025, the Complainant is the owner of Plot No. 37, admeasuring 300 square yards, having acquired the same through a registered sale deed dated 28.08.2002 (Document No.7092/2002) from its previous owner, who in turn derived title from a Sale Deed dated 31.07.2001 (Doc. No.5651/2001), ultimately tracing ownership to a Sale Deed dated 06.11.1995 (Doc. No.1440/1997) executed by the original pattadars of the land in Survey No.27/2.

7. The Complainants have stated that they have been in peaceful possession and enjoyment of their respective plots since the dates of purchase. Their plots were also regularised under the Andhra Pradesh Regulation of Unapproved and Illegal Layout Rules, 2007, through proceedings of the Greater Hyderabad Municipal Corporation (GHMC) dated 31.05.2011, which approved the layout pattern and confirmed the rights of the plot owners over the regularised layout and its common areas.

8. It is the common grievance of both complainants that certain persons claiming to be employees of the first respondent and acting under the instructions of the second respondent, who is the Designated Partner of the first respondent, have unlawfully interfered with their possession by dumping boulders and stones on the internal roads, obstructing access to their respective plots, and coercing them to enter into development agreements on terms dictated by the respondents. The respondents allegedly claimed to be influential and threatened the complainants, while asserting that they were consolidating the entire layout including roads and open spaces, which is impermissible in law after regularisation of the layout.

9. Both complaints further allege that the respondents have illegally erected massive metal sheets around the entire layout, deployed unsocial elements, and dug deep pits on the access roads leading to the complainants' plots, thereby creating wrongful restraint with a dishonest intention to diminish the value of the plots and blackmail the complainants into yielding to their unlawful demands. It is specifically asserted that the first respondent has no title or interest in the common areas, roads, amenities or in most of the plots in the layout, and that the layout does not constitute a single contiguous unit so as to enable the respondents to seek permissions treating it as such.

10. It is further submitted in both complaints that the respondents are falsely propagating that they have obtained sanctioned building permission from the Greater Hyderabad Municipal Corporation and have also obtained registration under the Real Estate (Regulation and Development) Act, 2016, bearing Registration No.P02400006064 dated 18.04.2023, covering even the plots of the complainants, despite the complainants never having entered into any development agreement or transaction with the respondents. It is alleged that the respondents fraudulently misused the permissions and registration to fence the layout, prevent entry of lawful plot owners and compel them to either sell or surrender their plots for development.

11. In Complaint No.280 of 2024, the complainant submits that he lodged complaints with the Greater Hyderabad Municipal Corporation seeking cancellation of the permission and also filed a police complaint with the Raidurgam Police Station, with copies marked to higher police authorities, but no action was taken due to the influence of the respondents. In Complaint No.548 of 2025, the complainant submits that he filed complaints before the GHMC on 09.05.2023 and 12.08.2024 and a reminder dated 11.06.2025, but no action was taken. He further submits that

similarly placed plot owners have initiated criminal and civil proceedings, including registration of FIR No.1075/2024 and multiple writ petitions before the Hon'ble High Court.

12. Both complainants allege that the respondents obtained RERA registration by suppressing mandatory disclosures required under Sections 4 and 11 of the Act and Rule 3 of the Telangana Real Estate (Regulation and Development) Rules, 2017, including title documents, chain of title, encumbrances, consent of landowners, pending litigations and quarterly updates. In Complaint No.548 of 2025, additional violations under Regulation 26 of the T.S. RERA Regulations, 2023 are alleged, including non-disclosure of pending litigations such as O.S.No.232 of 2024, W.P.No.32570 of 2024, W.P.No.14240 of 2025 and Complaint No.280/TG RERA/2024 itself.

13. It is further alleged in both complaints that the respondents have adopted a fraudulent modus operandi by showing boundaries of the entire layout instead of specific plots in development agreements, falsely declaring ownership over the entire extent of 56,920.41 square meters in Survey No.27/2 on the RERA portal, and failing to upload relevant project documents. In Complaint No.548 of 2025, it is additionally alleged that the respondents set up a collusive welfare association and relied upon a fraudulent development agreement bearing Document No.16001/2022 obtained from one Sri K. Gnaneshwar, who allegedly has no title in Survey No.27/2, and used such fabricated documents to initiate civil proceedings and obtain ex parte injunctions, which were subsequently suspended by the appellate court.

14. Both complainants contend that the respondents have indulged in unfair trade practices, fraudulent misrepresentations and systematic suppression of material facts, thereby vitiating the RERA registration obtained by them and attracting the provisions of Section 7 of the Act, warranting revocation of the registration and consequential reliefs.

**B. Relief sought:**

15. In light of the aforementioned facts, the Complainants have prayed for the following relief before the Authority:

- i. To cancel the Registration No.P02400006064 dated 18.4.2023 issued to the first respondent, represented by the second respondent, as having been obtained by fraudulent practices;

- ii. To direct the respondents No.1 and 2 to restore the Subject Plot to its original position, making good the mischief caused to it;
- iii. To direct the respondents No.1 and 2 to pay a compensation of Rs.1,00,00,000/- to the Complainant towards damages caused to the complainant's plot,
- iv. To pass such other order or orders as this Hon'ble Authority may deem fit and proper in the circumstances of the case and in the interests of justice.

**C. Counter filed by the Respondents:**

16. It is submitted that the counter has been filed on behalf of the respondents through their authorized representative, who is stated to be an employee of the first respondent and duly authorized by the second respondent as well, and who claims to be well acquainted with the facts of the case.

17. It is submitted by the respondents that the complaints are false, frivolous, vexatious and not maintainable either in law or on facts and are liable to be dismissed in limine. According to the respondents, the complainants have deliberately made false, fabricated and misleading allegations with an oblique motive to harass and blackmail the respondents and to extract unlawful gains under the guise of the present proceedings.

18. It is submitted that the complainant had earlier approached the Hon'ble High Court by filing a writ petition seeking, inter alia, a declaration regarding alleged inaction on representations made for cancellation of building permission obtained by the respondents and for removal of alleged illegal constructions, and that in the said writ petition the respondents have already filed their counter, with the writ petition still pending consideration.

19. It is further stated that one K. Ganeswar also filed a civil suit bearing O.S.No. 232 of 2024, seeking cancellation of sale deeds executed in favour of the complainant and obtained ad-interim injunction orders restraining the complainant from interfering with possession or creating third-party interests, and that such orders were granted after considering the facts. It is submitted that the plot claimed by the complainant does not belong to him and that the same belongs to K. Ganeswar, who entrusted the land to the respondent for development through a registered

Development Agreement-cum-GPA dated 13.09.2021 bearing document No.16002 of 2021, pursuant to which building permission was obtained and construction commenced.

20. It is stated that the complainant has sought cancellation of the RERA registration obtained by the respondents, restoration of the subject plot, compensation of Rs.1,00,00,000/- and other consequential reliefs, and that the complainant is not entitled to any such reliefs. It is submitted that the nature of reliefs sought clearly involves declaration of title and recovery of possession, which are matters beyond the jurisdiction of this Authority.

21. It is submitted that the respondents have traced the history of the land, stating that the land originally stood in the names of pattadars in old survey numbers and that during re-survey, errors occurred resulting in wrongful classification as "Poramboke", which were later rectified by revenue authorities. It is stated that supplemental sethwar and mutations were effected, and that the land was sold through registered sale deeds, pursuant to which a layout was formed, permissions were obtained, and plots were sold to various individuals. It is stated that a society was formed by plot owners to protect their interests. It is further stated that K. Ganeswar and others claimed possession over a substantial extent of land and obtained injunction and decree orders from competent civil courts confirming their possession and incidental title, which judgments attained finality.

22. It is submitted that proceedings before the High Court resulted in setting aside certain revenue orders, followed by a compromise between the society and K. Ganeswar, pursuant to which some land was relinquished in favour of contributing plot owners, while the remaining land, including the subject plot claimed by the complainant, was retained by K. Ganeswar due to non-contribution by certain members including the complainant. It is stated that subsequent litigation culminated in a compromise decree whereby rights were relinquished only in respect of contributed plots, and that Plot No.61 falls within the retained land. It is therefore stated that the complainant has no right, title or possession over the subject plot.

23. It is submitted that the majority of plot owners who contributed entrusted their plots to the respondent for development by executing registered Development Agreements-cum-GPAs, and that similar agreements were also executed by K. Ganeswar in respect of the retained land, including the subject plot. It is stated that amalgamation of plots was lawfully obtained after gift

of required land for roads and parks, and that all permissions were granted after due verification by the authorities. It is further submitted that the complainant and his predecessors acquired alleged interests during the pendency of injunction orders and civil suits, and therefore their alleged rights are subject to the doctrine of lis pendens.

24. It is submitted that the respondents deny allegations regarding obstruction, intimidation, illegal dumping, erection of sheets, misuse of influence, or fraudulent obtaining of permissions, and state that development is being carried out strictly in accordance with valid Development Agreements and permissions. It is stated that the complainant, not being the owner, has no right to claim access or use of layout areas. It is further submitted that the building permissions and RERA registration were lawfully obtained after verification of prima facie title and possession and that there was no suppression or misrepresentation.

25. It is stated that complaints made by the complainant to municipal or police authorities are denied as false and that authorities have been duly appraised of developments. It is submitted that allegations of unfair practices, fraudulent registration, suppression of material facts, or malafide intention are denied, and that disputed questions of title cannot be adjudicated by this Authority. It is further submitted that amalgamation was approved by the Government after examination, gift deeds were executed for public purposes, and construction permissions were accorded only for the net developable area.

26. It is submitted that this Authority lacks jurisdiction to decide title disputes under the provisions of the Real Estate (Regulation and Development) Act, 2016, and that ownership disputes must be adjudicated by civil courts. It is further stated that pending civil suits attract the doctrine of lis pendens, and that statutory authorities cannot decide title disputes. It is therefore submitted that the reliefs sought by the complainant are beyond the scope of this Authority, that the complaint is frivolous and unsupported by evidence, and that no grounds are made out for grant of any relief. Accordingly, it is prayed that the complaint be dismissed in limine with exemplary costs.

**D. Rejoinder filed by the Complainants:**

27. At the outset the complainant has denied all adverse allegations made in the counter filed by the respondents as being false, baseless and illegal. It is stated that with regard to the allegations made in paragraphs 1 to 4 of the counter, the complainant has specifically denied that the deponent of the counter affidavit has any authority to file the counter on behalf of the first and second respondents, and it is pointed out that no document has been pleaded or filed to establish such authority, rendering the counter liable to be returned on that ground alone. It is further stated that the deponent has not disclosed the source of his knowledge for making the allegations contained in the counter affidavit. It is submitted that the complainant's assertion of property rights based on a series of registered sale deeds tracing title to the original owner is a lawful exercise of his legal right, and that the allegations of blackmail made against him are false, baseless, defamatory and scandalous and liable to be struck out. It is further stated that the deponent is not a partner of the first respondent and that the respondents engage front-men to avoid exposure, while the second respondent has indulged in similar land grabbing activities earlier by creating bogus development agreements in other layouts, including execution of a Development Agreement-cum-Irrevocable General Power of Attorney in another layout through a sister concern, followed by litigation and coercive tactics against non-consenting plot owners.

28. It is submitted that in the present case also, the respondents have created development agreements through an alleged association of a few plot owners and a person by name K. Gnaneshwar, who according to the complainant has no connection with the layout in Survey No.27/2, and that litigation has been initiated to obtain collusive compromise decrees to create a defence against the complainant's proceedings before the police and this Authority. It is stated that a civil suit was filed through the said K. Gnaneshwar and ex parte ad-interim injunction orders were obtained only against the complainant and only in respect of his plot. It is further stated that after the said order was relied upon by the respondents before this Authority, the complainant filed appeals against the same and the interim orders were suspended by the appellate court, and that the entire litigation including the alleged compromise decrees is only for the benefit of the respondents, who, though not parties, are relying upon the same to justify permissions obtained in respect of property which does not belong to them or their alleged landowners. It is submitted that such conduct amounts to unfair trade practices and irregularities within the meaning of the provisions of the Real Estate (Regulation and Development) Act, 2016.

29. It is further submitted that the respondents have failed to disclose pending litigations and title documents as required under the Act and the Rules, that no quarterly updates are being furnished, and that the approved plan was obtained by suppressing material facts. It is stated that a writ petition has been filed challenging the permissions obtained by fraud and collusion and that the same is pending. It is further stated that the legal report uploaded is incomplete and incoherent, that the fact that all plot owners are not parties to the development agreements is suppressed, and that the society relied upon by the respondents has no proprietary rights, all of which is intended to mislead the public. It is submitted that these non-disclosures are fraudulent and that the conduct of the respondents warrants revocation of registration under the Act.

30. It is submitted that allegations of blackmail against a plot owner seeking to protect his property are preposterous, and that the complainant has filed proceedings challenging permissions obtained by fraud, in which the municipal authority has been directed to submit an action taken report and has so far not taken any action. It is further submitted that the civil suit relied upon by the respondents is incompetent and not maintainable against the complainant, that ex parte orders were obtained without notice, and that those orders have been suspended by the appellate court.

31. It is submitted that the allegation that the subject plot belongs to K. Gnaneshwar and was entrusted to the respondents for development is false, and that the said K. Gnaneshwar has been set up by the respondents to create false documents and collusive proceedings. It is further submitted that the development agreement relied upon is fraudulent on the face of it, having been obtained from a person claiming land in a different survey number and that an association of a few plot owners cannot have any proprietary interest in the entire layout. It is stated that questions of title are pending before competent courts and that reliance on such proceedings without disclosure amounts to violation of the Act.

32. It is submitted that the complainant has only sought revocation or cancellation of registration under the Act and has never sought declaration of title or recovery of possession. It is stated that under the Act, this Authority is empowered and duty bound to revoke registration if fraudulent practices are established, and that the respondents have obtained registration and permissions by suppressing material facts and relying upon fraudulent and collusive documents. It

is further submitted that the allegations relating to historical proceedings prior to formation of the layout have no bearing on the present complaint.

33. It is submitted that the complainant is not aware of the alleged welfare society relied upon by the respondents and is not a member thereof, and that such society cannot have proprietary rights over the plots of non-members. It is further submitted that the alleged development agreements are void ab initio and fraudulent. It is stated that the suits filed by K. Gnaneshwar relate only to land claimed by him and not to the layout plots, and that the complainant was not a party to those proceedings, which cannot bind him. It is further submitted that the complainant, being a plot owner, has vested common rights in the open areas of the layout.

34. It is submitted that allegations regarding compromises, settlement funds, amalgamation, development agreements and permissions are false and denied, that the complainant is not bound by proceedings to which he is not a party, and that the respondents, in collusion with others, have created false documents to obtain permissions and registration. It is further submitted that the respondents cannot approbate and reprobate by simultaneously claiming rights through plot owners and through K. Gnaneshwar.

35. It is submitted that the allegations regarding lack of ratification, absence of title, and jurisdiction are false and denied, and that the alleged amalgamation proceedings are illegal and ultra vires, having been obtained behind the back of the complainant. It is further submitted that such proceedings cannot affect the complainant's rights and that he reserves his right to challenge the same.

36. It is submitted that the averments regarding jurisdiction are argumentative and that the complainant has only sought revocation of registration obtained by fraud, which is expressly provided under the Act. It is further submitted that the complaint is maintainable, supported by documents, and that the respondents have caused damage to the complainant's plot, entitling him to restoration and compensation. It is therefore submitted that the complaint deserves to be allowed, the registration revoked or cancelled with consequential actions, and appropriate reliefs granted in the interests of justice.

***E. Observations of the Authority:***

37. At the very threshold, this Authority is called upon to determine the nature and extent of the Complainants' locus standi to invoke the jurisdiction of this Authority. The Respondents have raised a pointed preliminary objection, submitting that the Complainants are not "aggrieved persons" within the meaning of the RE(R&D) Act, that the present proceedings involve disputed questions of title beyond the jurisdictional competence of this Authority, and that the complaints are not maintainable. The Complainants, on the other hand, have urged that the definition of "aggrieved person" under the RE(R&D) Act is wide enough to encompass persons in their position, and that their plots having been subsumed within the Respondent's RERA registration without their consent is itself sufficient to constitute them as aggrieved persons.

38. This Authority, upon careful consideration, is of the view that the question of maintainability cannot be answered by a simple yes or no. The resolution of this question requires a nuanced examination of the architecture of the RE(R&D) Act, the nature of the remedy provided under Form M read with Section 31, and the distinction between the Authority's adjudicatory jurisdiction and its regulatory jurisdiction.

39. Section 2(d) of the Real Estate (Regulation and Development) Act, 2016 defines an "allottee" as a person to whom a plot, apartment or building has been allotted, sold or otherwise transferred by the promoter. The scheme of the Act unmistakably positions such an allottee as the central beneficiary of the statutory protections, the legislation itself being enacted as a consumer-centric measure to safeguard the interests of homebuyers. In this backdrop, the complaint mechanism under Section 31 of the RE(R&D) Act, as operationalized through Form 'M', cannot be viewed in abstraction. It is intrinsically founded upon the existence of a direct and identifiable transactional relationship between the complainant and the promoter, arising out of the allotment, booking or purchase of a unit within a registered real estate project. The reliefs contemplated upon adjudication of a complaint under Form 'M' including refund, structural defects, non adherence of agreement of sale, interest, compensation or compliance with statutory obligations are all predicated on the breach of duties owed by the promoter to an allottee.

40. The Complainants in the present cases are admittedly neither allottees nor purchasers from M/s Sohini Builders LLP. They hold registered title to their respective plots through independent chains of sale deeds tracing back to the original pattadars. They have never entered into any agreement for sale, development agreement or any other transaction with the Respondent. Their grievance is not that the Respondent-promoter has failed to perform an obligation owed to them under an agreement their grievance is the far more fundamental one that the Respondent has no right over their plots at all, and yet has obtained a RERA registration purportedly covering those plots. This is not a allottee grievance in the conventional sense it is, in substance, a challenge to the validity of the RERA registration itself, founded upon allegations of fraudulent misrepresentation and suppression of material facts in the registration application.

41. In this view of the matter, this Authority is of the considered opinion that the Complainants, not being allottees or persons in a direct transactional relationship with the Respondent-promoter, do not have the full complement of locus standi that a Form M complainant ordinarily possesses. The Form M mechanism was not designed to be invoked by third party who has a grievance with a project. To hold otherwise would be to open the gates of this Authority to every rival title claimant, every adjoining land owner, and every person who asserts any interest adverse to a RERA-registered project.

42. However, this Authority is equally of the view that the above finding on locus does not mean that the Complainants' representations shall be ignored. The RE(R&D) Act vests this Authority with independent regulatory jurisdiction, quite distinct from its adjudicatory jurisdiction under Section 31. The power to revoke registration under Section 7 of the RE(R&D) Act is a regulatory power, it is a power vested in the Authority to protect the integrity of the registration framework and the interests of the public at large. This Authority can, and in appropriate cases may act suo motu upon coming to know of circumstances that warrant any aggrieved violation. The existence of a complaint even one filed by a person who is not a formal allottee is a sufficient occasion for this Authority if circumstances warrant, to exercise its suo motu regulatory powers.

43. In light of the foregoing discussion, this Authority hold that the present complaints are not maintainable as complaints under Form 'M', inasmuch as the Complainants do not fall within the definition of "allottees" nor do they establish any direct transactional relationship with the

Respondent–Promoter, which is a sine qua non for invoking the consumer grievance jurisdiction under Section 31 of the RE(R&D) Act.

44. However, this conclusion does not denude the Authority of its regulatory jurisdiction. The material placed on record and the nature of allegations brought forth by the Complainants disclose issues of potential non-compliance with the provisions of the RE(R&D) Act and the TG RE(R&D) Rules,2017 framed thereunder, which warrant independent examination in the larger public interest and in furtherance of the objectives of the RE(R&D) Act.

45. Accordingly, this Authority deems it appropriate to invoke its suo motu jurisdiction. The Secretary, Telangana Real Estate Regulatory Authority, is hereby directed to initiate appropriate suo motu proceedings under section 35 of RE(R&D) Act, forthwith against the Respondent–Promoter, in accordance with law, and to place the matter before the Authority for further consideration.

46. Accordingly, in view of the findings recorded hereinabove, the present complaint stands dismissed as not maintainable. However, this shall not preclude the initiation of suo motu proceedings as directed hereinabove. No order as to costs.

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

**Sd/-**  
**Sri. Laxmi NaryanaJannu,**  
**Hon'ble Member**  
**TG RERA**

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