

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

[Under the Real Estate (Regulation and Development) Act, 2016]

Complaint No. 232/2025/TGRERA

Dated: 4th February, 2026

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

Between:

Smt. Payosmita Routrai

*E-410, Vasati Anandi Apartments,
Survey No. 4/A & 4/AA, Kalimandir Rd,
Near Hanuman Temple, Hyderabad, Telangana 500091.*

...Complainant

AND

**Vianna Homes Pvt. Ltd, represented by its Managing Partner, Shri. Anji Reddy
Annapureddy**

*Plot No. 3 & 53, Radhika Reddy Arcade,
Jayabheri Pine Valley, Gachibowli,
Hyderabad- 500032.*

...Respondent

The present matter filed by the Complainant mentioned herein-above came up for hearing before this Authority in the presence of the Complainant, and the Respondent's Counsel, AD Legal firm. Upon hearing the submissions of all the parties, this Authority proceeds to pass the following **ORDER:**

2. The present Complaint has been filed by the Complainant under Section 31 of the Real Estate (Regulation & 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 relief(s) against the Respondents.

A. Brief facts of the case as per the Form M filed by the Complainant:

3. It was submitted by the Complainant that she purchased a unit in the "Poojitha Tech Park Project," which held valid HMDA and RERA approvals. It was stated that prior to the purchase, the Complainant met with the company directors, Mr. Anji Reddy and Mr. Lenin Reddy, who explicitly committed to completing the total project by February 2024, inclusive

of the grace period. It was further submitted that the directors requested the Complainant to make the total payment upfront to facilitate construction activities, rather than opting for slab-wise payments, and the sale was executed accordingly.

4. It was stated that an Agreement of Sale was issued in the year 2021, wherein Clause 8.1 specifically stipulated the date of possession of the project as February 2024, including the grace period. The Complainant submitted that the registration was concluded based on their agreement to the timelines mentioned in the Agreement of Sale.

5. It was contended that, despite the expiry of the aforementioned date including the grace period, possession of the project was not handed over to the Complainant. It was alleged that the work on the project had stalled for the past two years. Furthermore, it was submitted that there was no correspondence or team available from Viana Homes to assist the clients. The Complainant stated that she attempted to reach out to Mr. Anji Reddy several times, but without success.

6. It was further alleged by the Complainant that her funds appeared to have been diverted to other pre-launch projects. It was submitted that Mr. Anji Reddy had provided wrong commitments regarding possession on several occasions. To substantiate these claims, the Complainant attached WhatsApp chats and email communications, which were relied upon to demonstrate the wrong commitments made and the neglected responses received from Mr. Anji Reddy.

B. Reliefs Sought

7. Accordingly, the Complainant sought the following reliefs:

- i. *To investigate the reasons behind the delay in construction and provide a clear updated timeline for the project's completion. To take appropriate action to ensure that the Respondent developer adheres to the commitments made under the Agreement of Sale.*
- ii. *To grant compensation of Rs. 100 per Sq. Ft. per month for the delay. Provide additional compensation if the Respondent fails to complete the project as per the new timeline.*
- iii. *To investigate the diversion and utilization of funds collected from buyer. To appoint Mr. Anji Reddy as the designated point of contact and direct the developer to provide weekly progress updates on the project to all buyer*

C. Counter filed by the Respondents

8. The Counter Affidavit was filed by the Respondent, represented by its Managing Director, Sri Anji Reddy Annapureddy. At the outset, the Respondent denied all averments and contents stated in the Complaint *in toto*, individually and specifically, except those specifically admitted. It was stated that nothing should be deemed admitted by a mere reason of non-traverse. The Respondent contended that the complaint was not only without merit but also totally misconceived, gross misuse of the process of law, and that the Complainant was guilty of *suppressio veri* and *suggestio falsi* for not providing the correct factual background.

9. It was submitted that the Respondent Company, M/s. Viana Homes Private Limited, was incorporated in the year 2016 and had established itself as a reputed builder known for top-class construction. It was stated that the Respondent had successfully built and delivered a built-up area of approximately 20,00,000 sq. ft. in both residential and commercial sectors across Telangana and Andhra Pradesh. regarding the project "Poojitha Tech Park" situated in Survey Nos. 89/A1 and 89/A2, Kokapet Village, it was submitted that the Respondent applied for HMDA approval on 14-02-2020. Subsequently, the HMDA accorded technical approval and issued a Commencement Certificate on 27-01-2021. It was further submitted that the project was duly registered with this Hon'ble Authority on 15-02-2021, bearing Registration No. P02400002546.

10. It was submitted that on 03-05-2021, the Board of Directors authorized Mr. Syamala Lenin Kumar Reddy to execute Sale Deeds. Subsequently, a Registered Sale Deed dated 03-05-2021 (Document No. 7113/2021) was executed, whereby Unit No. 26A on the 8th Floor, admeasuring 500 sq. ft., was purchased. Crucially, it was submitted that this Sale Deed was executed in favor of Smt. Payosmita Routrai, W/o Sri Revanth M.V.S., and not the Complainant herein. The sale consideration of ₹15,00,000/- was accepted in slab-wise installments, and the allegation of demanding "upfront" payment was denied.

11. The Respondent raised a specific objection regarding the maintainability of the complaint. It was argued that the complaint was filed by Sri Revanth M.V.S., who was not a party to the Registered Sale Deed dated 03-05-2021. It was contended that the rights and obligations under the Sale Deed were personal to the parties thereto (i.e., the Respondent and Smt. Payosmita Routrai). Consequently, it was submitted that there was no privity of contract between the Respondent and the present Complainant, and thus, the complaint lacked *locus standi* and was liable to be dismissed *in limine*.

12. It was submitted that the Complainant's assertion regarding a definitive commitment to complete the project by February 2024 was misleading. The Respondent pointed out that the RERA Registration Certificate (No. P02400002546) clearly stated the validity of the registration was from 15-02-2021 to 27-01-2027. It was argued that the Complainant was relying on an unregistered Agreement of Sale, which does not represent a concluded contract. It was asserted that the binding document was the Registered Sale Deed dated 03-05-2021, which did not contain the possession timelines alleged by the Complainant.

13. The Respondent categorically denied that work on the project had stalled for the past two years. It was submitted that via communication dated 20-06-2024, the Respondent informed all allottees that the project was targeted for completion within six months plus a three-month grace period. Furthermore, it was stated that the Respondent, in good faith, committed to paying rent at 10% of the market value in case of further delay. The allegation of non-communication was denied, citing regular updates via emails and photos. The allegation that funds were diverted to other pre-launch projects was vehemently denied as baseless and defamatory. It was affirmed that all funds collected were utilized solely for the "Poojitha Tech Park" project. The Respondent clarified that it did not have any other pre-launch projects ongoing.

14. It was submitted that since the project was duly registered, any separate investigation was unnecessary as monitoring powers rest with the Authority under Section 34. The claim for compensation at ₹100/- per sq. ft. per month was termed arbitrary and not in consonance with Section 18(1)(b) of the Act. Without prejudice, the Respondent expressed willingness to provide compensation strictly in accordance with the RERA Rules if found necessary. However, it was legally contended that compensation claims are triable only by the Adjudicating Officer under Section 71 (Form N), and not by the Authority under the present Form 'M'. Thus, the complaint was argued to be not maintainable for want of jurisdiction regarding compensation.

15. In view of the foregoing, the Respondent submitted that the complaint was an abuse of the process of law, filed with *mala fide* intent by a person lacking *locus standi*, and based on unregistered documents while suppressing the registered Sale Deed. Accordingly, the Respondent prayed for the dismissal of the complaint with exemplary costs.

D. Rejoinder filed by the Complainant

16. The Complainant, filed a Rejoinder submitting that the complaint was filed before the Authority to investigate the delay in delivering the units and to award delay compensation of ₹100/- per Sq. Ft. per month until the delivery of the respective unit. The Complainant filed the Rejoinder to rebut the Counter Affidavit filed by the Respondent.

17. Regarding the preliminary averments in the Respondent's counter, the Complainant submitted that they were formal in nature and warranted no specific reply.

18. With respect to the contentions regarding the project details, the Complainant submitted that the Respondent propagated the project titled "Poojitha Tech Park," in which the Complainant purchased a commercial unit admeasuring 500 Sq. Ft. through a Registered Sale Deed dated 03-05-2021, bearing Document No. 7113 of 2021. It was stated that the permissions obtained by the Respondent were borne by the record. The Complainant acknowledged that the Respondent had obtained all permissions and RERA Registration. It was submitted that the unit was purchased after verifying the records pertaining to these approvals and RERA Registration. However, it was contended that despite keeping all approvals in time, the Respondent delayed the project.

19. The Complainant further submitted that even per the Sale Deed, it was clear that the unit was not delivered. It was stated that the unit was purchased believing the words of the Respondent that it would be delivered by June 2023. The Complainant stated that she had a legitimate expectation, akin to adjacent buildings procuring ₹100/- per Sq. Ft. as rent, he would earn the same. However, it was alleged that the Respondent failed to adhere to the promise and delayed the delivery of the project inordinately without any valid technical issue. The Complainant pointed out that the Respondent admitted that the approvals and RERA Registration were done in time, thereby making the delay unjustified.

20. In reply to the averments regarding the marketing and commitments, it was submitted that the Respondent approached the Complainant through regular marketing channels and lured him with good pricing and returns, which were not materializing due to the delay in delivery. It was alleged that emails were shared by the Respondent but contained false information every time regarding the date of delivery. The Complainant contended that the Respondent could not conceal the facts, as the progress in construction could be seen with the naked eye, whereas the Respondent gave false commitments, resulting in the loss of returns for the Complainant.

21. Regarding the admission of delay, it was submitted that the Respondent admitted in the Registered Sale Deed as well as in the Counter that the project was delayed. Hence, the Complainant argued that there was no doubt that the unit was not delivered within the given timelines, causing the loss of rents. It was reiterated that the complaint was filed requesting the Authority to investigate the delay and award compensation. It was asserted that the Respondent clearly failed to explain the delay, which the Complainant characterized as willful.

22. Finally, regarding the remaining denials, it was submitted that the Respondent had merely denied the contentions without valid grounds. Consequently, the Complainant requested the Hon'ble Authority to allow the complaint and award the compensation as prayed for, besides directing the Respondent to deliver the unit.

E. Points for Consideration

23. After considering the facts stated and submissions made by both the parties, the following question rises before this Authority:

- I. Whether the Complainant is entitled to the relief sought? If so, to what extent?

F. Observations of the Authority

24. With respect to the objection raised by the Respondent regarding the locus standi of the Complainant, this Authority notes that the Respondent had initially contended that the complaint was not maintainable on the ground that the Registered Sale Deed dated 03.05.2021 stood in the name of Smt. Payosmita Routrai, and not in the name of Sri Revanth M.V.S., who had originally instituted the present complaint.

25. This Authority observes that, upon such objection being raised, the Complainant moved an application seeking permission to amend the complaint by substituting the name of the Complainant with that of the proper and necessary party, namely Smt. Payosmita Routrai, in whose favour the registered Sale Deed was executed. Considering the beneficial and consumer-centric nature of the Real Estate (Regulation and Development) Act, 2016, and in order to advance the cause of substantive justice rather than defeat it on technicalities, this Authority allowed the said amendment.

26. It is further observed that, after permitting the amendment, sufficient opportunity was afforded to the Respondent to raise objections, if any, to the amended complaint. The Respondent, however, did not raise any further objection to the amendment nor did it challenge

the maintainability of the complaint post-amendment. Thereafter, the matter proceeded for hearing, and arguments were advanced by both parties on the merits of the case.

27. In view of the above, this Authority holds that the initial objection regarding locus standi no longer survives for consideration. Accordingly, this Authority now proceeds to examine and adjudicate the present complaint on its merits.

28. Upon a careful examination of the pleadings, documents, and submissions placed on record by both parties, this Authority observes that the principal grievance of the Complainant centres around the alleged inordinate delay in completion and delivery of the commercial unit purchased by her in the project titled “Poojitha Tech Park.” It is the case of the Complainant that, despite assurances allegedly extended at the time of purchase and notwithstanding the fact that the Respondent had obtained all requisite statutory approvals and registration under the RE (R & D) Act, the project has not been completed within the expected timeframe.

29. The Respondent, however, has categorically refuted the said allegations and has primarily relied upon the registered Sale Deed to contend that no specific or contractually binding timeline for delivery of possession was agreed upon between the parties.

30. With regard to the first relief sought by the Complainant, namely, a direction to investigate the reasons for the alleged delay in construction and to fix a revised timeline for completion of the project, this Authority notes that the project “Poojitha Tech Park” is duly registered with this Authority and that RERA Registration No. P02400002546 is valid up to 27.01.2027, which is the declared and approved date of completion of the project. The said registration continues to remain in force and has not yet expired.

31. In the aforesaid circumstances, this Authority is of the considered view that, as on date, there exists no delay within the meaning of Section 18 of the RE (R & D) Act. The statutory period available to the Respondent for completion of the project has not lapsed, and the promoter is legally entitled to complete the project within the approved timeline as declared at the time of registration.

32. Consequently, this Authority finds no justification at this stage to direct any inspection, enquiry, or investigation into the alleged delay or to fix any revised timeline for completion. Accordingly, the first relief sought by the Complainant is declined. However, this shall be without prejudice to the Respondent’s continuing statutory obligation to complete the project

strictly within the validity period of the RERA registration, i.e., on or before 27.01.2027, in accordance with law.

33. With respect to the second relief sought by the Complainant, namely, a claim for compensation at the rate of ₹100/- per square foot per month for the alleged delay in completion of the project and for additional compensation in the event of further delay, this Authority has duly considered the rival submissions.

34. The Complainant has contended that due to the Respondent's failure to complete and deliver the commercial unit within the timelines allegedly assured at the time of purchase, she has suffered financial loss, particularly on account of loss of anticipated rental income. It was submitted that repeated assurances regarding completion were made by the Respondent, which did not materialise, thereby entitling the Complainant to compensation for the alleged period of delay.

35. Per contra, the Respondent has vehemently denied the entitlement of the Complainant to any compensation. It was submitted that the registered Sale Deed dated 03.05.2021, which governs the transaction between the parties, does not stipulate any specific date for delivery of possession. It was further contended that the project continues to be validly registered up to 27.01.2027, and therefore, as on date, there is no delay attributable to the Respondent under the provisions of the RE (R & D) Act. The Respondent also contended that the claim for compensation at a fixed rate of ₹100/- per square foot per month is arbitrary, excessive, and unsupported by the statutory framework, and that any such claim, if at all maintainable, falls exclusively within the jurisdiction of the Adjudicating Officer.

36. This Authority finds merit in the Respondent's submission insofar as the issue of jurisdiction is concerned. Under the statutory scheme of the RE (R & D) Act, claims relating to compensation, interest, or monetary loss arising out of an alleged delay or breach are required to be adjudicated by the Adjudicating Officer in terms of Section 71 of the RE(R&D) Act.

37. Accordingly, this Authority holds that the second relief sought by the Complainant, to the extent it relates to the grant of compensation for the alleged delay, cannot be adjudicated by this Authority. The Complainant is therefore at liberty to approach the Adjudicating Officer under Section 71 of the RE (R & D) Act, if so advised, for adjudication of her claim for compensation in accordance with law.

38. With regard to the third relief sought by the Complainant alleging fraud and diversion of funds, this Authority has carefully examined the pleadings and submissions placed on record.

39. The Complainant has alleged that the Respondent diverted the amounts collected from her and other allottees towards other pre-launch projects, thereby committing fraud. The Respondent has categorically denied the said allegations and has asserted that all amounts collected have been duly accounted for and utilised exclusively for the development of the project “Poojitha Tech Park.”

40. This Authority notes that the Complainant has failed to place on record any documentary material or prima facie evidence in support of the serious allegations of fraud or diversion of funds. No advertisements, marketing materials, booking documents, allotment letters, agreements of sale, or financial statements have been produced to enable this Authority to even prima facie examine the allegation of pre-launch activity or siphoning of funds. In the absence of any such material, this Authority finds no basis to call for information from the Respondent or to initiate any investigation on this aspect.

41. In view of the above, this Authority holds that the allegation of fraud raised by the Complainant cannot be examined or adjudicated in the present proceedings. The Complainant is at liberty to approach the appropriate competent authority or forum, in accordance with law, for redressal of such allegations.

42. Accordingly, the Complaint is dismissed. There shall be no order as to costs.

Sd/-
Sri K. Srinivasa Rao,
Hon’ble Member,
TG RERA

Sd/-
Sri Laxmi Narayana Jannu,
Hon’ble Member,
TG RERA

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