

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

COMPLAINT NO.597 OF 2023

28th March 2024

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

Smt.T.Suvarna Lakshmi

...Complainant

Versus

M/s Bhavya Construction Pvt. Ltd

...Respondent

The present matter filed by the Complainant herein came up for final hearing on 28.12.2023 before this Authority in the presence of Complainant along with counsel Sri Nagender and Counsel Sri Prathap Kumar on behalf of the Respondent and upon hearing the arguments of the parties, this Authority passes the following **ORDER:**

2. The present Complaint has been filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "RE(R&D) Act") read with Rule 34(1) of the Telangana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the "Rules") seeking directions from this Authority to take action against the Respondent.

A. Facts of the Case as Stated in the Complaint:

3. That the complainant's husband late Sri thummala Venkata Ratnam along with three others namely 1. Smt.SHaikKauser Jan 2. Sri Koripilli Venkat Rao and Sri Genikala Kishore had jointly purchased a land total admeasuring 14036 sq.yards or 116 guntas (in which the complainant's husband exclusive share is total admeasuring 3509 sq. yards) in sy.no.291 and 292 situated at Kukatpally Village and Municipality through Registered Agreement of Sale

Cum General Power of Attorney with possesin vide Reg, doc no. 1731 of 2009 dated: 3rd June of 2009 from its law full owners.

4. Further that, on 01.09.2020 complainant's husband had died and recently it came to the notice of the complainant that her husband's partner colluded with the Vendors and Sri V Aditya Managing Director of Bhavya Constructions had executed sale deed with two false and fake documents mentioning the complainant's husband name without his signature vide reg doc. No. 7643/2014 (Agreement of sale cum general power of Attorney with possession) and 7642/2014 Sale Deed without separation and demarcation of mu husband share as per the document no. 1731 of 2009.

5. Further that the reply to the RTI Act, dated 02.08.2022, the complainant came to know that the said Sri V Aditya Managing Director of Bhavya Construction had obtained Muncpal permit no. 2472/GHMC/KPL/2022-BP from the concerned authority by submitting illegal docs without having signature or authorisation of her late husband, hence the permit is invalid and illegal and the Respondents are making construction illegally.

6. Further that they have already filed a police complaint in this regard and the Police Jadathigirigutta Police Station Cyberabad, registered FIR vide Crime no.694 of 2022 and also received a reply/information from the District Registrar, R.R District vide Lr. No. 20174/G1/2022 - In the said sale deed and in Agreement of Sale Cum General Power of Attorney vide document no. 7642/2014 though the name of T.Venkata Ratnam is mentioned at serial no.3 there is no signature of the said person as to the fact of the execution in the documents. It is clear that he is not attend in execution of the said documents. Hence the complainant believes that she has right to seek relief as per law in respect of the share of her husband in the said property. Hence, requesting this Authority to take action against the Respondent for depriving them from their legitimate rights and share in the said property.

B. Relief Sought:

7. To Cancel the GHMC permission obtained vide permit no. 2472/GHMC/KPL/2022-BP and to direct the concerned authorities to stop illegal work on the said site.

C. Reply by the Respondent:

8. V.Adita , Managing director of BHavya Construction Pvt.Ltd incorporated under companies Act, 1956 and engaged in the business of the real estate construction and development. In pursuance of its business activities the Company entered into an Agreement of Sale cum General Power of Attorney and Sale Deed, dated 24.02.2014 registered as Document no. 7643/2014, in the office of the District Registrar, Ranga Reddy, for the purchase of land admeasuring Acres 0-29 ½ guntas equivalent to 1747.95 square yards, in survey no. 292 and acres 0-14.4 guntas equivalent to 1747.95 sq.yards in survey no. 292 situated at, Kukatpally, Balanagr Mandal, Ranga Reddy District along with 0-30.5 guntas equivalent to 3,693.88 square yards (Subject land), from K.Lakshamma and two others. The company was put in possession of the purchased extent upon execution of the Agreement.

9. Further that, K Monamma, K.Lakshamma, K.Krishnaveni and Krishnaveni and K.Venugoopalcharry (“Vendors”) and K. Sasikala and three others (Consenting parties) to the above mentioned Agreement were claiming title in respect of, halfshare in each, in land totally admeasuring Acres- 329 guntas in survery no.291 and 292, of Kukatpally, Balamagr Mandal, by virtue of rival and contesting claims K.Monamma, K.Krishnaveni and K.Venugopalcharry also entered into an Agreement of Cum General Power of Attorney dated 03.06.2009 bearing document no. 1731/2009, in favour of Shaikh Kauser, Koripilli Venkat Rao, Late.T.Venkata Ratnam and Genileka Kishore (“Agreement Holder”), in respet of one-half share in land totally admeasureing Acres 3-29 guuntas in survery no. 291 and 292, of Kukatpally. The complainant is the wife of Late T. Venkata Ratnam, who was a business partner of the year 2010, as a result of which the K. Monamma, one of the Landowners, passed away in the year 2010, as a result of which the GPA

became invalid. Moreover the Agreement itself was invalid as the total consideration was not paid under the document. The AGPA is also not valid as K.Lakshamma was not a party to the GPA.

10. That the contesting parties initiated legal proceedings against the Landowner and Agreement Holders, and on the advise of well wishers the disputes were amicably settled. As a part of the settlement, the Landowners and Agreement Holders, came together and mutually agreed to sell the subject land in favour of the company. All parties, including late T.Venkata Ratnam agreed to sell the subject land in favour of the company in the year 2014 itself. The Landowners and others executed a Sale Deed dated 24-02-2014, registered as Document No. 7642/2014 in favor of the Company, in respect of the adjacent land. Further, state that the Company also obtained permission for the conversion of agricultural lands to non-agricultural purposes from the Tahsildar and Joint Sub-Registrar, Kukatpally, vide proceedings dated 05.12.2022, bearing Proceedings No. 2201066788, in respect of the Subject Property. The Hyderabad Metropolitan Development Authority issued a building permit dated 08-09-2022, bearing Permit No. 3097/ghmc/kpl/2022-BP, in favor of the Company for the development of residential high-rise towers.

11. That the state that the Company is currently developing a Project over the Subject Property and the adjacent lands. The Company has also registered the said Project under Section 5 of the RERA Act, 2017, on the file of the Telangana State Real Estate Regulatory Authority, vide Certificates dated 27.06.2022 and 25.11.2022, bearing Nos. P02200004672 and P02200005370, respectively. The Company has complied with all the applicable rules and regulations under the RERA Act, 2016, and Telangana State Real Estate (Development and Regulation) Rules, 2017.

12. Having placed the true facts on record, wish to address a paragraph-wide reply to the contents of the Complaint.

13. The averments in paragraph no. 1 that the late husband of complainant, Venkata Ratnam, along with three others, namely Smt. Sheik

Kauser Jan, Sri. Koripilli Venkat Rao, and Sri. Genikala Kishore, had jointly purchased a land totally admeasuring 14036 square yards or 116 Guntas (in which her husband's exclusive share is totally admeasuring 3,509 Square Yards) in Sy.No.291 and 292 situated at Kukatpally village and Municipality through Registered vide reg.. document No.1731 of 2009 dated, 3rd June 2009, from its lawful owners. It is true to the extent that the said parties entered into an agreement of sale with the Vendors. However, as a result of the death of the landowner, the AGPA was null and void. The Agreement Holders were never in possession of the property, and also the entire sale consideration has not been paid. The complainant is not entitled to belatedly claim rights in pursuance of agreement dated 03-06-2009 which did not attain finality.

14. The averments in paragraph no. 2, stating that due to Covid on 01-09-2020, her husband expired, leaving behind herself and her two sons, are not traversed. The averment that the Complainant and her sons recently came to know that the partners of her late husband colluded with the Vendors and the undersigned, executing two false and fake documents vide Reg., document No.7643/2014 (Agreement of sale cum General Power of Attorney with possession) and document number 7642/2014 (Sale deed) without separation and demarcation of the share of the husband as per document No.1731 of 2009 is incorrect and denied, and the Complainant is put to strict proof of the same. The Company was informed that the Agreement Holders, the Landowners, and Consenting Parties amicably settled the disputes amongst themselves out of the moneys given by the Company.

15. The averments in paragraph no.3 in a reply dated 02.08.2022, furnished under the RTI Act, the Complainant came to know that the Managing Director of the Company had obtained municipal permit No. 2427/GHMC/KPL2022-BP from the concerned authority by submitting illegal documents without having the signature or authorization of the Complainant's late husband T. Venkata Ratnam (party to the document No. 1731 of 2009). On the strength of the said documents, the municipal permit No. 2427/GHMC/KPL/2022-BP obtained by the Company is invalid and

illegal, and the construction work is being undertaken illegally. These claims are all incorrect and denied, and the Complainant is put to strict proof of the same. The signature of the husband of the Complainant remained blank in the Agreement and Sale Deed for reasons best known to the deceased, and this is clear from the fact that no objections were raised to the execution of the said documents in favour of the Company for more than 9 years. The above-mentioned Agreement and Sale Deed have been executed in accordance with the terms agreed upon by the parties therein. The Agreement and Sale deed are duly registered documents that were executed during the lifetime of the Complainant's husband, and the parties were fully aware of the said transaction. Moreover, the Agreement Holders and the Vendors were paid valid consideration, and the same was duly acknowledged.

16. The averments in paragraph no.4 that the Complainant has already given a police complaint in this regard and the police Jagathgirigutta Police Station, Cyberabad, registered a crime vide Crime No. 694 of 2022, and also received a reply/information from the District Registrar, RR. Dist. Vide Lr. No. 20174/G1/2022, stating "[in this said Sale Deed (7062/2014) and in Agreement of Sale cum General Power of Attorney vide document No. 7643/2014 though the name of T. Venkata Ratnam is mentioned at serial no.3, there is no signature of the said person as to the fact of execution in the documents. His thumb impression was not taken in the two documents. Therefore, it is clear that he is not present during the execution of the said documents - the complainant (T. Suvarna Lakshmi) has the right to seek relief as per Law in respect of the share of her husband in the said property]" are all incorrect and denied. The averment that the Complainant, being a widow and law-abiding citizen with great respect and faith, and requesting to take action against the said persons such as depriving them of their legitimate right and share in the said property of her deceased husband creating false and fake impugned unlawful documents, and obtaining an illegal Municipal Permit by No. 2427/GHMC/KPL/2022-BP by trespassing and trying to do illegal construction, etc., to do justice to them by cancelling the impugned Municipal permit No. 2427/GHMC/KPL/2022-BP and direct the concerned authorities

to stop the illegal work on the said site are all misconceived, incorrect, and denied, and the Complainant is put to strict proof of the same.

17. The undersigned has filed a quash petition bearing CrLP No. 5948 of 2023 before the Hon'ble High Court, seeking to quash the FIR bearing No. 694 of 2022, which was registered on the basis of a complaint by the Complainant as referred to above. The Hon'ble High Court was pleased to pass orders dated 18.08.2023, allowing the petition filed by the undersigned and quashing the proceedings in pursuance of FIR No. 694/2022, on the file of the Jagathgiriguta Police Station, Cyberabad. In paragraph No. 25 of the said order, the Hon'ble High Court also held that the Agreement Holders (including the husband of the Complainant) had no accrued rights over the property. The Complainant has issued the complaint with false and misleading facts, and the Complainant is not in any manner aggrieved. The Complainant or her husband were never in possession of the property, and constructions had come up way back in the year 2014 and 2015 itself.
18. The Complainant has no cause for action, and the present complaint has been issued with a malafide intention to unsettle already settled rights. The present Complaint has been filed after a period of 9 years from the date of the Agreement of Sale and Sale Deed in favour of the Company. The Company wants to realize unjust gains from the Company.
19. Therefore, in light of the above-mentioned, request authority to reject the complaint filed.

D. Observations and Directions of the Authority:

21. The present complaint came up for hearing on 20.09.2023, 12.10.2023, 14.11.2023, and 28.12.2023 before this Authority in the presence of the Complainant and Counsel for the Complainant, Sri Nagendar, and Counsel for the Respondent, Sri Prathap.
22. The counsel for the respondent vehemently urged that the present complaint filed by the Complainant is not maintainable on the ground that the complainant does not have the locus standi to file the complaint under

section 31 of the RE(R&D) Act, 2016 before this Hon'ble Authority, as the complainant is neither the allottee nor an affected party for the purposes of raising the complaint under the provisions of the RE(R&D) Act, 2016. It is further stated that the complaint, therefore, is not maintainable and is also beyond the jurisdiction of this Hon'ble Authority. Further, stating that the nature of the complaint raised by the Complainant is in the nature of a civil dispute, which cannot be agitated before this Hon'ble Authority.

23. At the onset, it is stated that one of the main purposes of this legislation is to support and safeguard the interest of allottees within the real estate sector, particularly in light of the increasing prevalence of fraudulent practices employed by builders. It is clear that the matter pertains to the land title dispute, which does not fall under the jurisdiction of this Authority. Further, the relief sought by the Complainant to cancel the permission granted by GHMC cannot be awarded by this Authority as it does not fall within the jurisdiction of this Authority. In this context, the Complainant has failed to furnish the Authority with any supporting evidence or an authorization letter establishing their qualification as an aggrieved person and not as a promoter in accordance with the definition outlined in Section 31 of the RERD Act. Section 31 is reproduced herein for reference:

(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.

24. In light of the aforementioned perspective, the Authority concludes that the present complaint is not maintainable, and accordingly, it is dismissed.

25. If aggrieved by this Order, the parties may approach the TS Real Estate Appellate Tribunal (vide G.O.Ms.No.8, Dt.11-01-2018, the Telangana State Value Added Tax Appellate Tribunal has been designated as TS Real Estate Appellate Tribunal to manage the affairs under the Act till the regular Tribunal is established) as per section 44 of the RE(R&D) Act, 2016.

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

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

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

