BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Date: 10th November, 2026

Quorum: **Sri Laxmi Narayana Jannu, Hon'ble Member**
Sri K. Srinivasa Rao, Hon'ble Member

Complaint No. 400/2025/TG RERA

1. **A. Mallesh Yadav**
2. **A. Gopal Yadav**
3. **A. Rama Swamy Yadav**
4. **A. Lakshman Yadav**
5. **A. Yadigiri**
6. **A. Chittari Yadav**

All Complainants are represented by their GPA holder, Ch. Prasanna Babu
(R/o Flat No.301, Sai Pooja Towers,
Dwaraka Nagar, Kothapet, Saroornagar,
Hyderabad -500 035.)

…Complainant(s)

Versus

Starlite Global Enterprises (India Limited), Represented by its Director, Sanjay Patwari
(Office at Suite #603, Shangrila Plaza,
Road No.2, Banjara Hills,
Hyderabad-500 034)

…Respondent(s)

The present matter, filed by the Complainant, came up for hearing before this Authority in the presence of the Complainant and Respondent. After hearing the submissions of both parties, this Authority now proceeds to pass the following **ORDER:**

2. The present Complaint have 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 reliefs against the Respondents.

A. Brief Facts of the Case as per Form M submitted by the Complainant:

3. It was submitted that the Complainants were the brothers and sons of Late A. Sathaiah and were joint owners and possessors of agricultural land admeasuring Ac.2-00 gts. in

Sy.No.169 (Part), situated at Kondapur Village, Serilingampally Mandal, GHMC, Ranga Reddy District (hereinafter referred to as Schedule-A Property).

4. It was submitted that originally, one Buyya Narayana was the qualified protected tenant of Ac.16.01 gts. in Sy.No.169 as per proceedings dated 29.09.1979. After his demise, his heirs including Buyya Rukkamma and 23 others succeeded to the said property and executed a GPA dated 17.09.1997 in favour of Y. Jaihind in respect of Ac.6-00 gts. Out of the said land, the GPA holder alienated Schedule-A Property to the Complainants under registered sale deed dated 24.12.1997.

5. Subsequently, they executed a registered irrevocable GPA dated 20.10.2018 appointing Sri Ch. Prasanna Babu as their GPA to administer the Schedule-A Property. It was submitted that the Complainants had constructed a compound wall and shed on the Schedule-A Property. It was submitted that while the Complainants were in peaceful possession of the Schedule-A Property, one Anil Kumar Yadav and others attempted to interfere and cause disturbances. On enquiry, it was found that Y. Jaihind, GPA holder of Buyya Rukkamma and others, had alienated certain land in Sy.No.169 to them, which was entirely distinct and unconnected to the Schedule-A Property. The Complainants, therefore, filed O.S. No. 367/2019 before the Hon'ble XV Additional District Judge, Ranga Reddy for declaration and injunction, which was pending.

TELANGANA REAL ESTATE REGULATORY AUTHORITY

6. It was submitted that during pendency of the said suit, on 15.02.2021 representatives of the Respondent attempted to enter Schedule-A Property and dump material for construction. Upon enquiry, it was revealed that the said Jaihind, without authority, had alienated excess land, including 0-15 gts in Sy.No.169 of Kondapur Village under sale deed dated 22.11.2001 (Doc. No. 8988/2001) to Y. Anthi Reddy, who in turn sold part of it (00-04.40 Gts out of Ac.00-15 Gts) to Duvvur Nageshwar Reddy in 2002. The said Duvvur Nageshwar Reddy thereafter entered into a Development Agreement-cum-GPA dated 17.09.2019 with the Respondent in respect of land admeasuring 5782.52 sq. yds. (Schedule-B Property), forming part of Sy.Nos.165 to 169.

7. It was submitted that on learning of these transactions, the Complainants sought to implead Duvvur Nageshwar Reddy in O.S. No. 367/2019. They also filed O.S. No. 112/2021 before the Hon'ble VI Additional District Judge, Ranga Reddy, against B. Rukkamma and 39 others including the Respondent, for declaration and injunction in respect of the Schedule-A Property. The said suit was also pending. It was submitted that despite clear knowledge of the

Complainants' ownership, Jaihind fraudulently alienated land in excess of his entitlement, and subsequent purchasers were attempting to cloud the Complainants' title.

8. It was submitted that the Respondent was illegally marketing a project titled "STARLITE SERENA" over Schedule-B Property and also including part of Schedule-A Property, without any lawful right and under the guise of a Development Agreement-cum-GPA dated 17.09.2019, which itself was based on fabricated documents of Y. Jaihind. The said project was being advertised in person, online and through its website, without registering it under the RE (R&D) Act, 2016. Such acts were unlawful, in contravention of the Act, and were intended to conceal pending litigations, thereby rendering the Respondent liable for penal action.

B. Relief(s) Sought

9. Accordingly, the Complainants sought the following relief:

i. *To impose a penalty of 10% on the estimated cost of the Real Estate Project which is being illegally advertised and marketed in contravention to the provisions of the Real Estate (Regulation and Development) Act, 2016.*

ii. *To pass any such order or further orders as the Authority deems fit in the interest of justice.*

TG RERA
TELANGANA REAL ESTATE REGULATORY AUTHORITY

C. Counter filed by the Respondent

10. A Counter Affidavit was filed on behalf of the Respondent, M/s. Starlite Global Enterprises (India) Limited, through its Authorized Signatory, Sri P.C.S. Chary, aged 46 years, son of Sayanna, residing at Shangrila Plaza, Road No. 2, Banjara Hills, Hyderabad. The deponent solemnly affirmed that he was well acquainted with the facts of the case and was competent to depose on behalf of the Respondent company.

11. At the outset, the Respondent submitted that he had perused the contents of the complaint and categorically denied all the pleadings, averments, and allegations made therein in their entirety, save and except those which were expressly and specifically admitted. It was vehemently asserted that the allegations made in the complaint were entirely false and baseless, and the Complainants were put to strict proof of the same. The Respondent argued that the cause of action alleged by the Complainants was purely imaginary, fictitious, and artificially created solely for the purpose of instituting the present litigation. Furthermore, it was averred

that the Complainants were guilty of suppressio veri and suggestio falsi, thereby disentitling them from seeking any equitable or legal reliefs. Consequently, the Respondent argued that the complaint was not maintainable in the eyes of the law and was liable to be dismissed with exemplary costs.

12. Addressing the specific disputes over the property, the Respondent potently denied the allegations, suggesting any attempt to cloud the ownership and possession of the Schedule-B property.

13. A central and crucial defence was raised regarding the statutory applicability of the Real Estate (Regulation and Development) Act, 2016. The Respondent emphatically submitted that the project in question was being developed strictly for internal use in collaboration with the landowner. Because the development was for internal purposes and not intended for public sale, it was argued that mandatory registration under the RERA Act was not applicable to this project. Consequently, the Respondent asserted that there had been absolutely no contravention of any provisions of the RERA Act, 2016.

14. The Respondent categorically and repeatedly denied having engaged in any promotional or sales activities. It was submitted that the Respondent had not made any advertisement, marketing, booking, sales, or offers for sale, nor had it invited any persons to purchase any portion of the proposed project in any manner whatsoever. The allegations suggesting otherwise were dismissed as completely false and baseless. The Respondent averred that these unfounded allegations were deliberately manufactured with the malicious intent to tarnish the esteemed image of the Respondent company, as well as the reputation of the landowner, who was noted to be a well-known personality in the State of Telangana

15. Clarifying its digital presence, the Respondent admitted that its entire portfolio of ongoing projects was displayed on the company's official website; however, it was firmly stated that no customers were ever invited to purchase the subject property through that platform. It was placed on record that the Respondent had not received a single advance payment or any booking for the sale of the Schedule-B property mentioned in the complaint.

16. Providing an update on the physical status of the site, the Respondent submitted that the current construction stage of the project was merely at the excavation, foundation, and lower cellars stage, supported by photographic evidence placed before the Authority.

17. The Respondent respectfully requested the Hon'ble Authority not to impose any penalty, as such punitive actions would be based entirely on the false and baseless allegations fabricated by the Complainants. While maintaining that the litigation was fictitious and devoid of any valid cause of action, the Respondent formally reserved the right to file an additional written statement or an explanatory memo should the Authority require further clarity during the proceedings.

18. In light of the detailed facts, reasons, and circumstances stated, the Respondent most respectfully prayed that the Hon'ble Authority be pleased to dismiss the complaint for want of a valid cause of action and to pass any other orders deemed fit and proper in the paramount interest of justice and equity.

D. Rejoinder filed by Complainants

19. The Complainants had filed the Rejoinder contending that the reply filed by the Respondent was evasive, vague, and non-specific, and failed to address the substantive and material averments raised in the complaint. It was submitted that the Respondent had merely issued blanket denials without producing any documentary evidence, legal justification, or explanation to counter the serious irregularities pointed out by the Complainants. The Respondent had not filed even a single title deed, revenue record, or authenticated extract to substantiate its claim of ownership or possession over the Schedule-B property, thereby rendering its reply devoid of evidentiary value.

20. The Complainants further submitted that the Respondent had deliberately concealed material facts, particularly the pendency of multiple title disputes and appellate proceedings before competent courts, which directly affected the Respondent's alleged rights over the subject land. It was contended that the Respondent had also failed to disclose that development activities, including excavation and foundation works, had already commenced on the land, despite asserting in the reply that there had been no marketing or sale of the project. According to the Complainants, such selective disclosure, suppression of pending litigation, and non-disclosure of ongoing development demonstrated a deliberate attempt to bypass the mandatory requirements under Sections 3 and 4 of the Real Estate (Regulation and Development) Act, 2016.

21. It was specifically submitted that the Respondent had avoided any discussion regarding the pendency of O.S. No. 112 of 2021 before the VI Additional District and Sessions Judge, Kukatpally, O.S. No. 367 of 2019 before the XV Additional District Judge, Kukatpally, and

the connected CMA Nos. 342 and 347 of 2021, all of which pertained to Survey No. 169 of Kondapur Village, Serilingampalli. The Complainants contended that the existence of these litigations clearly established that the Respondent could not claim clear title, lawful possession, or entitlement to undertake development activities in respect of the subject land.

22. The Complainants denied the Respondent's assertion that there had been no marketing, advertising, booking, or offering of the project for sale, and submitted that the said claim was false and made only to evade the statutory requirement of registration under Section 3(1) of the Act. It was stated that the Respondent itself had displayed the project on its website as an "ongoing project," which amounted to advertisement and invitation to purchase within the meaning of the Act. The Complainants submitted that execution of agreements of sale or receipt of booking amounts was not a prerequisite to attract the provisions of Section 3(1), and that even website listings or promotional representations constituted marketing. It was further contended that acceptance of the Respondent's defence would defeat the very object of the Act by allowing promoters to avoid registration during construction and enter the market post-completion without regulatory scrutiny.

23. The Complainants further submitted that under Section 4(2)(l)(C) of the Act, a promoter was required to possess and disclose clear legal title supported by authenticated documents, and that the Respondent had failed to produce any such documents. It was also contended that the Respondent had not responded to the allegations regarding fraudulent alienations by the earlier GPA holder, and that such silence amounted to admission. In view of the ongoing litigations and continued concealment of material facts by the Respondent, the Complainants reserved their right to file a detailed and comprehensive rejoinder along with certified copies, revenue extracts, and supporting material, as and when directed by this Hon'ble Authority.

E. Points for Consideration

24. Based on the facts and circumstances placed before this Authority, the following questions arise for adjudication:

I. Whether the complaint is maintainable before this Authority?

II. Whether the Respondents have violated provisions of the RE(R&D) Act, 2016?

F. Observations of the Authority

Point I

25. At the outset, this Authority is required to examine the maintainability of the present Complaint under Section 31 of the Real Estate (Regulation and Development) Act, 2016. The Complainants describe themselves as owners and possessors of agricultural land admeasuring Ac.2-00 gts. in Sy.No.169 (Part), Kondapur Village, Serilingampally Mandal, Ranga Reddy District ("Schedule-A Property"), on the basis of a registered sale deed dated 24.12.1997 traced through a GPA executed by the successors of the protected tenant Buyya Narayana.

26. The Complainants have pleaded that during the pendency of O.S. No. 367/2019 before the XV Additional District Judge, Ranga Reddy, and O.S. No. 112/2021 before the VI Additional District Judge, Ranga Reddy both concerning title, declaration, and injunction over land in Sy.No.169 the Respondent entered the scene through a Development Agreement-cum-GPA dated 17.09.2019 in respect of land admeasuring 5782.52 sq. yds. forming part of Sy.Nos.165 to 169 ("Schedule-B Property"). The Complainants allege that the Schedule-B Property, over which the Respondent is developing the project "Starlite Serena," encroaches upon and overlaps with portions of their Schedule-A Property

27. A careful reading of the pleadings makes it evident that the substratum of the Complainants' grievance is rooted in rival claims of title, ownership, and possession over land in Sy.No.169, Kondapur Village. Questions concerning the validity of the original GPA executed by the heirs of Buyya Narayana, the alleged excess alienations by Y. Jaihind, the genuineness of subsequent conveyances, and the precise boundaries of the land over which the Respondent has obtained development rights all of these are quintessentially civil disputes that are sub judice before competent Civil Courts. This Authority cannot, in exercise of its jurisdiction under the RE(R&D) Act, adjudicate upon or supplant the findings of Civil Courts on questions of title and ownership.

28. Section 31 of the Act provides that "any aggrieved person" may file a complaint with the Authority for any violation or contravention of the provisions of the RE(R&D) Act or the Rules and Regulations made thereunder. In the context of the RE(R&D) Act's statutory scheme, an "aggrieved person" is ordinarily one whose rights under the RE(R&D) Act have been affected typically an allottee, an association of allottees, or a person who has rights flowing from a registered agreement of sale or allotment in connection with a real estate project regulated under the RE(R&D) Act. The Complainants admittedly are neither allottees nor

prospective purchasers of any apartment, plot, or building in the project "Starlite Serena." They do not claim any rights flowing from an agreement of sale executed with the Respondent.

29. However, it is important to note that although the Complainants' pleadings are largely couched in the language of title and encroachment, the relief sought by them is not a declaration of title or a restraint on trespass remedies that lie properly before Civil Courts. The relief specifically sought by the Complainants before this Authority is the imposition of a penalty of 10% of the estimated cost of the real estate project for alleged contravention of the provisions of the RE(R&D) Act by the Respondent. In other words, the Complainants have, in substance, brought to the notice of this Authority a specific regulatory infraction that the Respondent has been advertising and marketing the project "Starlite Serena" without obtaining mandatory registration under the RE(R&D) Act.

30. Accordingly, while the Complainants may not strictly qualify as "aggrieved persons" in the conventional sense contemplated under Section 31 of the RE(R&D) Act for purposes of seeking adjudication of their title-based claims, their complaint has nonetheless brought to the notice of this Authority a prima facie violation of Section 3 of the RE(R&D) Act. This Authority is vested not merely with inter partes adjudicatory functions but also with broader regulatory and supervisory jurisdiction under Sections 37 and 38 of the RE(R&D) Act to ensure compliance with the mandatory provisions thereof. It is, therefore, the duty of this Authority to examine and act upon any prima facie contravention of the RE(R&D) Act that is brought to its notice, irrespective of whether the informant possesses locus standi as an aggrieved allottee or purchaser.

31. In view of the foregoing, while the civil disputes relating to title, ownership, possession, and alleged encroachment raised by the Complainants are for adjudication exclusively before the competent Civil Courts, this Authority proceeds to independently examine, within the limited scope of its regulatory jurisdiction, whether the Respondent has violated Section 3 of the Real Estate (Regulation and Development) Act, 2016.

32. Point I is answered accordingly.

Point II

33. Section 3(1) of the Real Estate (Regulation and Development) Act, 2016 mandates as follows:

> *"No promoter shall advertise, market, book, sell or offer for sale, or invite persons to purchase in any manner any plot, apartment or building, as the case may be, in any real*

estate project or part of it, in any planning area, without registering the real estate project with the Real Estate Regulatory Authority established under this Act."

34. The language of Section 3(1) is clear, absolute, and prohibitory. The expression "no promoter shall" imposes an unequivocal statutory embargo that extends not merely to acts of sale or booking, but to every anterior act of advertisement, marketing, or invitation to purchase. Prior registration of the project with this Authority is therefore a mandatory condition precedent that must be fulfilled before any form of promotional or marketing activity is undertaken in respect of a real estate project. Any contravention of this provision attracts penal consequences under Section 59 of the RE(R&D) Act.

35. The Respondent, in its Counter Affidavit and in its reply to the Show Cause Notice, has sought to contend that the project "Starlite Serena" was being developed solely for internal use in collaboration with the landowner and that, since no end-use had been determined for public sale, the mandatory registration requirement under the Act was not applicable. The Respondent further categorically denied having undertaken any advertisement, marketing, booking, sale, or offer for sale in respect of the project.

36. These contentions are directly and conclusively contradicted by the Respondent's own conduct. The Complainants have placed before this Authority a screenshot from the Respondent's official website, wherein the project "Starlite Serena" was displayed under the "Ongoing Projects" section with the following description:

"Starlite Serena is an upcoming commercial project located in Kondapur, Hyderabad which will comprise of Grade-A office space. The building will have a built-up area of 4 lakh square feet over 10 floors and 3 parking cellars. It will be served by 7 high speed elevators."

37. The description reproduced above, published on the Respondent's official website under the "Ongoing Projects" section and accessible to the general public, constitutes advertisement and marketing of a real estate project within the plain meaning of Section 3(1) of the RE(R&D) Act. The description is detailed, specific, and replete with particulars of the nature of the project (Grade-A commercial office space), built-up area (4 lakh square feet), floor count (10 floors), parking infrastructure (3 cellars), and elevator facilities (7 high-speed elevators) information of precisely the kind that is directed at prospective purchasers, lessees, or investors in a commercial real estate development. It is impossible to characterise such a public description as anything other than active promotion and marketing of the project.

38. The Respondent's assertion that the project was for "internal use" is entirely inconsistent with and directly belied by its own official website disclosures. A project genuinely intended for purely internal use would not ordinarily be showcased on a company's public-facing website under the "Ongoing Projects" section with a detailed investor-facing description. The Respondent cannot simultaneously claim that the project is for internal use and publicly advertise it as an "upcoming commercial project" open for attention. This Authority is unable to accept such a contradictory and self-serving position

39. This Authority further notes that the Respondent has admitted that the said description has since been removed from its official website. The removal of the advertisement, far from absolving the Respondent of liability, is in fact indicative of an implicit acknowledgment of the impropriety of such publication in the absence of mandatory registration. The violation was complete at the moment the advertisement was made publicly accessible, and its subsequent removal does not undo or negate the contravention already committed during the period of such public accessibility

40. Further, during the course of the proceedings, the Respondent submitted that the construction undertaken in the subject project pertained to a hospital building and that the same was intended to be sold to members of the general public. However, except for the aforesaid oral submissions, the Respondent has failed to place on record any material whatsoever to substantiate such contention. No works contract, development agreement, sale arrangement, allotment structure, approvals indicating a commercial sale component, or any other supporting documentary evidence has been produced before this Authority to establish the nature of the project.

41. It is additionally significant that during the course of proceedings, the Respondent submitted that the construction pertained to a hospital building intended for sale to the general public. However, no documentary evidence whatsoever has been placed on record to substantiate this oral submission neither a works contract, nor development arrangements, nor approvals indicating a commercial sale component, nor any allotment structure or sale agreement. The Respondent's oral claim thus remains wholly unsubstantiated and cannot be accepted.

42. Further, the project "Starlite Serena" has a stated built-up area of 4 lakh square feet over 10 floors, which is substantially and manifestly in excess of the 500 square meter threshold prescribed under Section 3(2)(b) of the RE(R&D) Act, below which a project is exempt from

mandatory registration. The exemption available under Section 3(2) is, therefore, clearly inapplicable to the Respondent in respect of the said project, and the mandatory registration requirement under Section 3(1) was fully operative.

43. In light of the above, this Authority holds that the Respondent, M/s. Starlite Global Enterprises (India) Limited, has violated Section 3(1) of the Real Estate (Regulation and Development) Act, 2016 by advertising and marketing the project "Starlite Serena" on its official website without obtaining mandatory prior registration of the said project with this Authority. The violation is conclusively established from the Respondent's own website description of the project, which constitutes clear and unambiguous evidence of advertisement and marketing of a real estate project in contravention of the statutory embargo under Section 3(1) of the RE(R&D) Act. The Respondent is accordingly liable for imposition of penalty under Section 59 of the RE(R&D) Act, 2016.

44. Accordingly, Point II is answered.

E. Directions of the Authority

45. In light of the discussions and findings made hereinabove, this Authority, vide its powers under Sections 37 and 38 of the RE (R&D) Act, 2016, issues the following directions:

i. The Secretary, TG RERA, is accordingly directed to initiate steps for imposition of penalty against Starlite Global Enterprises (India) Limited, under Section 59 of the RE (R&D) Act, 2016, for contravention of Section 3 of the RE (R&D) Act, 2016.

46. In view of the above, the present complaint is disposed of. No order as to costs.

Sd/-	**Sd/-**
Sri K. Srinivasa Rao,	**Sri Laxmi Narayana Jannu,**
Hon'ble Member,	**Hon'ble Member,**
TG RERA	**TG RERA**