BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Date: 10th November, 2026

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

COMPLAINT NO. 450/2025/TGRERA

Aditya Avenue Apartment Owners Association Represented by its President, Mr. Macherla Ram Mohan Rao
(R/o. 1-1-1005, Aditya Avenue, Road No.9,
Siddarthanagar, Hanamkonda District - Pin: 506001.)

…Complainant

Versus

1. M/s S.N. Constructions, Represented by its Builder & Promoter, Mr. Medisetti Srimannarayana Murthy
(Office at H.No.24-7-291, Ramakrishna Colony,
Subedari, Hanamkonda District, Telangana – 506001)

2. Medisetti Srimannarayana Murthy
(R/o. Domino's Pizza Backside, 1-7-43/7/2,
Opposite Krishna Sanitary, Near Forest Office,
Sri Sai Colony, Revenue Colony, Subedari,
Hanamkonda District, Telangana -506001)

…Respondents

The present matter filed by the Complainant mentioned herein-above came up for hearing before this Authority in the presence of the Complainant's Counsel, Adv. Thakur Vikas Singh, and the Respondents' Counsel, Adv. Drupad Sangwan. Upon hearing the submissions of both 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. That the complainants, being the 10 flat owners of the 'Aditya Avenue' apartment complex, purchased their respective flats from the respondents in the year 2021. It was contended that at the time of the sale, the respondents made a categorical assurance to provide a municipal tap water connection for the apartment complex. This was to be accomplished by paying the required challans to the Greater Warangal Municipal Corporation (GWMC).

4. The primary grievance of the complainants was that the respondents failed to fulfill this commitment. It was alleged that despite repeated verbal and written requests from the flat owners, the respondents continually postponed the payment of the necessary challan to the GWMC authorities, which resulted in severe inconvenience for the residents. It was further averred that whenever the flat owners visited the office of the respondents to follow up on the matter, the respondents furnished false commitments and provided misleading timelines, but ultimately failed to take any concrete steps to complete the process.

5. In addition to the failure to provide a water connection, the complainants raised a further issue concerning the quality of construction. It was stated that within a month of taking possession of their flats, several structural defects were noticed. These defects specifically included leakages within the flats and on the building's terrace. The complainants asserted that these issues were immediately brought to the notice of the respondents, who, however, failed to take any corrective measures to rectify the said defects.

6. Crucially, the complainants relied upon a reply legal notice dated 03-03-2025, issued by the respondents themselves. In the said notice, the respondents allegedly admitted that they had indeed committed to providing a municipal water tap connection by paying the required challans, but had failed to do so to date. The complainants submitted that their initial legal notice, the respondents' reply notice, and their subsequent rejoinder notice should be read as part and parcel of the complaint.

B. Relief(s) Sought

7. Accordingly, the Complainant sought the following relief(s):

i. *Direct the respondents to immediately pay the required challan to the GWMC authorities and facilitate the provision of municipal water connection.*

ii. *Undertake necessary repairs to rectify the leakage issues in the flats and terrace.*

iii. *Undertake to provide two ladders for water tanks as promised by the respondents.*

iv. *Undertake necessary repairs to the damage and sinking of floor at ground floor surface.*

v. *Undertake necessary repairs to the lift.*

C. Counter filed by Respondents

8. The Respondent submitted that the deponent, Medisetti Srimannarayana Murthy, S/o. Medisetti Venkateswar Rao, aged about 58 years, was the Managing Director and authorized representative of the Respondent Firm, namely M/s. S.N. Constructions, having its registered office at H.No. 24-7-291, Ramakrishna Colony, Subedari, Hanamkonda District, Telangana – 506001, and was competent to depose on behalf of the Respondent Firm. The Respondent further submitted that the deponent was well acquainted with the facts and circumstances of the case and was duly authorized to swear to the present counter.

9. At the outset, the Respondent respectfully submitted that all the averments, allegations, and contents stated in the Complaint were denied in toto, individually and specifically, except those expressly admitted herein. It was submitted that nothing stated herein should be deemed to be an admission by mere non-traverse. The Respondent submitted that the Complaint was wholly misconceived, without merit, and failed to raise any substantial question of law or fact warranting consideration by this Hon'ble Authority in relation to the role, obligations, or liabilities of the Respondent.

10. The Respondent further submitted that the Complaint amounted to a gross misuse of the process of law. It was submitted that the Complainant was guilty of suppression of material facts and suggestion of falsehood and had deliberately failed to place the correct factual background before this Hon'ble Authority with a view to misleading the forum.

11. The Respondent submitted that M/s. S.N. Constructions was a partnership firm incorporated in the year 2018 under the provisions of the Indian Partnership Act, 1932, and was represented through its Managing Partner. The Respondent Firm had purchased an R.C.C. building consisting of ground and first floors together with appurtenant open space bearing Municipal No. 1-1-1005, situated in Plot No. 13 (Part) and Plot No. 14 forming part of Survey No. 136/A of Somidi Village, admeasuring 608 square yards, together with compound wall and gate, located at Siddartha Nagar, Kazipet, Warangal Urban District, Telangana, through a registered sale deed executed in the year 2018.

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12. The Respondent submitted that subsequent to the said purchase, the Respondent Firm had applied to the Greater Warangal Municipal Corporation for permission to construct a stilt plus five floors residential building comprising ten flats, and the competent authority had granted the requisite building permission in the year 2019. The Respondent further submitted that in compliance with statutory requirements, the Respondent Firm had applied for registration of the project under the Real Estate (Regulation and Development) Act, 2016, and the project had been duly registered with the Hon'ble Telangana Real Estate Regulatory Authority in the year 2020, with validity extending up to March 2025.

13. It was respectfully submitted that the Respondent Firm had ensured steady and consistent progress of construction at all stages while strictly adhering to the sanctioned plans, statutory permissions, and prevailing industry standards. The Respondent submitted that superior quality materials had been used and that construction activities had been carried out with due diligence and care. Owing to such progress and goodwill, several prospective purchasers had approached the Respondent Firm and entered into duly executed agreements of sale in accordance with law, pursuant to which part payments had been made towards the sale consideration.

14. The Respondent submitted that the construction of the project had been completed strictly in accordance with the sanctioned plans and within the validity period of the permissions granted by the competent authorities. Upon completion, the Respondent Firm had applied to the Greater Warangal Municipal Corporation for issuance of an Occupancy Certificate. After due inspection and verification, the competent authority had issued the Occupancy Certificate in February 2021, certifying that the project was completed in conformity with sanctioned plans and was fit for residential occupation.

15. The Respondent submitted that thereafter, upon verifying the construction quality and completion status and being satisfied therewith, the purchasers had proceeded to finalize their respective transactions. Though certain amounts had remained outstanding from the purchasers, the Respondent Firm, acting in good faith, had executed and registered sale deeds in favour of the purchasers during the year 2021 and had handed over possession of their respective units.

16. It was submitted that despite repeated requests made by the Respondent Firm, the purchasers had failed to remit the balance sale consideration. Subsequently, the purchasers had

formed an association under the name and style of "Aditya Avenue Apartment Owners Association," which had thereafter been managing and maintaining the project premises.

17. The Respondent submitted that to its utter surprise, the said Association had issued a notice in June 2024 raising various alleged issues pertaining to the project. The Respondent submitted that such allegations had never been raised during the preceding three years of occupation. Upon verification, it had been found that the alleged issues had arisen due to normal wear and tear and negligent usage by residents and were not attributable to any construction defect. With respect to water supply, the Respondent submitted that it had been clearly informed to all purchasers at the time of sale that water supply would be drawn from the existing Nala source. The Respondent Firm had also reminded the Association regarding the outstanding balance payments. Upon discussion, the Association had acknowledged that the issues raised pertained to internal maintenance matters to be addressed by the Association itself.

18. The Respondent submitted that subsequently, in February 2025, the Association had issued another legal notice reiterating the same allegations. The Respondent Firm had replied, clarifying that the alleged issues were consequential in nature and had arisen solely due to the acts and omissions of the residents who had been occupying the premises since 2021 without raising any grievance. Despite the same, the Association had issued yet another legal notice denying the existence of pending payments and reiterating the same baseless allegations.

19. The Respondent submitted that while matters stood thus, the Complainant Association had approached this Hon'ble Authority by filing the present Complaint in Form-M on the basis of false, frivolous, and concocted allegations, solely with an intent to harass the Respondent Firm. The Respondent submitted that it had duly discharged all its obligations in accordance with law and had complied with all statutory requirements.

20. The Respondent further submitted that the present Complaint was not maintainable, as no subsisting allottee-promoter relationship existed between the parties. The Respondent submitted that upon issuance of the Occupancy Certificate in February 2021, the promoter-allottee relationship had come to an end, and on this ground alone, the Complaint was liable to be dismissed.

21. It was also submitted that the Complaint had been filed nearly four years after the issuance of the Occupancy Certificate and that the first notice had been issued only in June

2024. The Respondent submitted that the Complaint was clearly barred by limitation, as the Complainant had remained silent for an inordinate period without any explanation.

22. The Respondent submitted that it had complied with all sanctioned plans and statutory norms and that the very issuance of the Occupancy Certificate established that there had been no deviation whatsoever from the approved plans. Since possession had been handed over in 2021, the Complainant Association had been solely responsible for the maintenance and upkeep of the premises, and any issues arising thereafter were attributable to its own acts and omissions.

23. The Respondent submitted that the allegations relating to structural defects, workmanship issues, or leakages were bald, baseless, and unsupported by any documentary or expert evidence. No inspection report, engineer's opinion, or contemporaneous correspondence had been produced to substantiate such claims.

24. With regard to water supply, the Respondent submitted that it had never assured the provision of a municipal tap water connection nor undertaken to pay any challans. The purchasers had been clearly informed that water would be supplied through the existing Nala source and that any additional connection would be at their own cost. The Complainant had failed to produce any material evidence to the contrary.

25. The Respondent categorically submitted that it had never admitted any such obligation in any correspondence and that the Complainant had selectively quoted and misrepresented communications to falsely create a cause of action. The Respondent submitted that the present Complaint amounted to an abuse of the provisions of the Real Estate (Regulation and Development) Act, 2016.

26. The Respondent submitted that the reliefs sought by the Complainant were wholly untenable. The Respondent had never been obligated to obtain a municipal water connection, nor had any structural defects been established. The claim relating to installation of ladders for water tanks was an afterthought and did not form part of any contractual obligation.

27. In view of the foregoing facts and circumstances, the Respondent respectfully prayed that this Hon'ble Authority be pleased to dismiss the present Complaint with exemplary costs, reject all reliefs including interim reliefs sought by the Complainant, and pass such other order or direction as deemed fit in the interest of justice and to prevent abuse of process.

D. Rejoinder filed by Complainant

28. A Rejoinder Affidavit was filed on behalf of the Complainant Association by its President, Sri Macherla Ram Mohan Rao, a retired employee aged about 67 years, residing at 1-1-1005, Aditya Avenue, Road #9, Siddhartha Nagar, Hanamkonda District. The deponent solemnly affirmed that he was duly authorized to file the rejoinder on behalf of all the flat owners and members of the Aditya Avenue Apartment Owners Association. He stated that he had read the Counter Affidavit filed by the Respondent and categorically denied all the allegations contained therein, save and except those that were specifically admitted.

29. It was submitted that the Respondent had taken contradictory stands throughout the dispute. The Complainant pointed out that in their Reply Notice dated 03-03-2025, the Respondent had explicitly admitted that the flats were sold with a clear assurance to provide a municipal tap water connection, but had cited the Covid-19 pandemic as the reason for the delay. However, in their Counter Affidavit, the Respondent falsely claimed that no such assurance was ever given. The Complainant averred that this prior admission in the legal notice legally estopped the Respondent from denying their liability at this subsequent stage.

30. The Complainant vehemently denied the Respondent's contention that the complaint was misconceived or without merit. It was submitted that the Respondent was a Promoter who had registered the project under RERA. Having utterly failed to provide essential services, specifically the municipal water connection, the complaint fell squarely within the jurisdiction of the Authority to ensure the specific performance of the Promoter's statutory obligations. The Complainant further denied any misuse of the process of law, asserting that the Association had approached the Authority with clean hands solely to obtain the basic amenity of water, which had been promised and duly paid for by the residents.

31. While acknowledging that the firm's registration and land acquisition were matters of record, the Complainant vehemently denied the Respondent's claim of having upheld the highest standards of quality. It was submitted that if the construction quality were truly superior, the Association would not be facing severe leakage issues in the flats and the terrace. The Respondent was therefore put to strict proof regarding the quality of the materials used in the construction.

32. Furthermore, it was denied that the Agreements of Sale were executed in accordance with the law. The Complainant submitted that the agreements were not drafted as per the prescribed format mandated under the Telangana State RERA Rules, 2017.

33. Addressing the issuance of the Occupancy Certificate (OC), the Complainant admitted that the OC was issued on 10-02-2021. However, it was strongly contended that the issuance of an OC merely pertained to the completion of the civil structure and in no way absolved the Promoter of the specific and separate statutory obligation to provide a functional municipal water connection.

34. The Complainant termed the Respondent's allegation that amounts were still pending from the purchasers as an absolute falsehood and a concocted story invented solely to evade liability. It was submitted that the Registered Sale Deeds served as conclusive proof to the contrary, as the Respondent had explicitly admitted and acknowledged the receipt of the entire sale consideration within those registered documents. It was argued that had there been any outstanding dues, the Respondent would not have executed and registered the Sale Deeds in the first place. Moreover, it was highlighted that the Respondent's prior Reply Notice was entirely vague and failed to name even a single flat owner who had outstanding dues. The Complainant reiterated that the Registered Sale Deeds acted as a full acquittance, and the Respondent could not now contradict the contents of the very documents they had executed.

35. Regarding the exchange of notices, it was admitted that the Complainant had issued a notice on 21-06-2024. However, the Respondent's subsequent allegation that the project relied on an "existing Nala source" was vehemently denied. The Complainant clarified that a "Nala" is not a potable water source, and the Association was currently forced to rely solely on borewells. It was also denied that any meeting had ever taken place wherein the Association accepted these water issues as internal maintenance matters.

36. It was further admitted that the Complainant had issued a Legal Notice on 12-02-2025. It was reiterated that the Respondent's own Reply Notice dated 03-03-2025 contained a clear admission of their liability to provide water, using the pandemic merely as an excuse for the prolonged delay. The Complainant vehemently denied that the present complaint was frivolous, submitting that the residents were suffering a diminished quality of life and a significant financial burden directly due to the Respondent's negligence. It was also brought to the Authority's attention that the Respondent had filed undertakings before the Authority to complete the project but had miserably failed to fulfill them.

37. The Complainant strongly refuted the Respondent's assertion that the relationship of Promoter and Allottee ceased upon the issuance of the OC. It was submitted that under the

RERA Act, the Promoter's liability continues unabated until all statutory obligations and promised amenities are completely fulfilled.

38. Addressing the defense of limitation, the Complainant submitted that the complaint was not barred by limitation. It was argued that the failure to provide water constituted a continuous breach of obligation; therefore, a new cause of action arose every single day the residents went without the municipal connection. The Complainant averred that the three-year limitation period cited by the Respondent was applicable to civil money recovery suits and did not apply to the enforcement of statutory duties under RERA.

39. The Complainant denied that the project was grounded diligently. It was pointed out that the Sanction Plan strictly required the provision of utilities, and the Respondent could not avoid the separate, mandatory obligation of paying the requisite challans to the Municipal Corporation to secure the water connection. The Respondent's claim of never having assured a municipal connection was stated to be directly contradicted by their own prior legal correspondence, and it was emphasized that it is settled law that the Promoter is responsible for obtaining the bulk water connection for the complex.

40. Finally, the Complainant defended the valid jurisdiction of RERA in the matter. It was submitted that the cost required to obtain the municipal water connection was nominal when compared to the overall project cost. The Complainant alleged that the Respondent was refusing to make this payment merely to satisfy a false ego and to harass the residents. It was argued that if the Respondent genuinely believed that money was owed by the purchasers, they ought to have filed a Civil Suit for recovery, a step they had completely failed to take.

41. In light of the detailed submissions, it was most respectfully prayed that the Honourable Authority be pleased to allow the complaint and pass such order or other orders as deemed fit and proper in the interest of justice.

E. Point(s) for Consideration

42. 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 Complainants are entitled to relief(s) sought?

F. Observations of the Authority

Point I

43. At the outset, this Authority proceeds to examine the preliminary objection raised by the Respondents regarding the maintainability of the present complaint, namely that no subsisting promoter-allottee relationship exists between the parties since the Occupancy Certificate was issued in February 2021, and that the complaint is barred by limitation. This Authority finds no merit in the said objection. The present complaint has been filed by the Aditya Avenue Apartment Owners Association, represented by its President, on behalf of the flat owners of the project, seeking enforcement of common amenities and rectification of defects affecting the apartment complex as a whole. Section 31 of the RE (R&D) Act, 2016 confers the right to file a complaint before this Authority upon any aggrieved person, and this right extends to an association of allottees acting in a representative capacity to espouse the common grievances of its members concerning the project's common amenities and the promoter's continuing statutory obligations. The Complainant Association, being a duly constituted body representing the flat owners of "Aditya Avenue," is accordingly an aggrieved person within the meaning of Section 31 of the Act, and the complaint is maintainable before this Authority. The issuance of the Occupancy Certificate does not, by itself, extinguish the promoter's statutory obligations under the Act, including the obligation to rectify defects under Section 14(3) and to discharge obligations undertaken under the agreement for sale. The preliminary objection of the Respondents is accordingly overruled, and Point I is answered in the affirmative.

Point II

44. This Authority now proceeds to examine the Complainant's entitlement to the specific reliefs sought, namely the provision of a municipal water connection, rectification of leakages, installation of ladders for water tanks, repair of the ground floor, and repair of the lift.

45. With regard to Relief (i), concerning the provision of a municipal tap water connection by payment of the requisite challans to the GWMC, this Authority observes that the Complainant has placed heavy reliance upon the Respondents' Reply Notice dated 03.03.2025, contending that the said notice contains an admission of the Respondents' obligation to provide such a connection. However, upon a careful examination of the material actually placed on record before this Authority, no Agreement of Sale, brochure, or any other contemporaneous document executed between the parties at the time of sale has been produced to establish that

the Respondents had specifically and contractually undertaken to provide a municipal water connection to the complex. A bare reference to correspondence exchanged between the parties, without the underlying contractual document that is said to embody the original promise, is insufficient to discharge the burden that lies upon the Complainant to establish such an obligation.

46. In the present case, it is an admitted position, borne out from the record, that the project has been supplied with water through a bore well since the year 2021, and that the members of the Complainant Association have continued to reside in the complex on this basis without interruption since that time. In the absence of any document establishing a specific contractual commitment to provide a municipal connection, and in view of the admitted functioning of an alternate water source since 2021, this Authority is unable to hold that the Respondents are in breach of any obligation under the Act with respect to the provision of water supply. Relief (i) is accordingly declined.

47. With regard to the remaining reliefs, namely rectification of leakages in the flats and terrace (Relief ii), installation of ladders for the water tanks (Relief iii), repair of the sinking floor at the ground level (Relief iv), and repair of the lift (Relief v), this Authority notes that the Complainant has not placed on record any documentary or expert evidence whatsoever in support of these claims. Mere assertions made in the pleadings, unsupported by any corroborative material, are insufficient to discharge the evidentiary burden that lies upon the Complainant, particularly where specific and verifiable defects are alleged. In the absence of any evidence placed on record, this Authority is unable to grant the reliefs sought under this head.

48. Accordingly, this Authority holds that the Complainant has failed to establish its entitlement to any of the reliefs sought in the present complaint, for want of supporting evidence. Point II is answered accordingly.

49. In view of the foregoing discussion, the present complaint is dismissed. 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