

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 298 of 2024

12th November 2025

Quorum:

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

Keerthi Cheekoty

*(Rep. by Mr. Sreenath Chinta Husband
VillaNo.63, Pruthvi Adithya Belmont Green Villas,
Ramachandrapuram, Tellapur-502032)*

... Complainant

Versus

1. M/s. Rochishmati Infra Projects Pvt. Ltd.

*Rep by MD. Mr. Nagam Srikanth Reddy
Flat No. 207, Rajapushpa the Retreat,
Gandipet Road, Kokapet, Gandipet,
K.V. Rangareddy-500075.*

2. Mr. G. Chandra Shekhar Reddy

- i. Flat No. 305, Lumbini Majestic Kapadia Lane,
Somajiguda, Nampally, Hyderabad-500082*
- ii. Flat No. 302, Nest Apartments, Kapadia Lane,
Somajiguda, Nampally, Hyderabad -500082.*

... Respondents

The present matter filed by the Complainant herein came up for hearing on 19.08.2025 before this Authority. The Complainant was present in person, and the Counsel for Respondent No. 1 and 2, Sri B. Ravindra Reddy, were present in person before this Authority, and after hearing the submission made by both the parties, this Authority passes 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 “RE (R&D) Act”) read with Rule 34(1) of the Telangana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the “TG RE (R&D) Rules”) seeking appropriate relief(s) against the Respondents.

A. Brief Facts of the Case:

3. The Complainant submitted that she had entered into an Agreement of Sale dated 23.12.2017 with the Respondent Company, M/s. Rochishmati Infra Projects Pvt. Ltd., for the purchase of a double-bedroom flat bearing No. 502, Block “G”, admeasuring approximately 1200 square feet, including a carpet area of 955.49 square feet, along with an undivided share of land admeasuring 56.6 square yards in the project known as “Noveo Homes”. The said project, though not registered under the Telangana Real Estate Regulatory Authority, was being developed by the Respondent at Adibatla Village, Ibrahimpatnam Mandal, Ranga Reddy District.

4. The Complainant alleged that as per the terms of the said Agreement, the Respondent had undertaken to complete construction and hand over possession of the flat by 31.08.2019, with an additional grace period of six months. The Complainant stated that she had duly complied with all her contractual obligations by paying the total sale consideration and other applicable charges as agreed between the parties.

5. The Complainant further submitted that despite payment of the entire agreed sale consideration, the Respondent failed to hand over possession of the said flat within the stipulated period. It was only on 24.01.2022 that the Sale Deed was executed and registered in the name of the Complainant, yet even thereafter, the possession of the said flat was not handed over to her.

6. The Complainant alleged that subsequent to registration, the Respondent, through his representatives, made an illegal and arbitrary demand for an additional amount of Rs.3,00,000/- (Rupees Three Lakhs only) under various pretexts not forming part of the original agreement. The Complainant stated that this demand was wholly baseless and amounted to extortion, as it was made after the full and final payment of the agreed consideration.

7. The Complainant further alleged that the Respondent threatened her by offering two unlawful options, either to pay the said demanded amount or to sell back the flat to the Respondent Company at a pre-determined rate, as the market value of the flat had by then increased. The Complainant averred that such conduct of the Respondent was coercive and amounted to harassment and exploitation.

8. The Complainant submitted that for the purpose of installation of the electricity meter, the site supervisor of the Respondent, one Mr. Ramana Reddy, demanded an amount of Rs.15,000/- (Rupees Fifteen Thousand only), which was transferred to his personal account on 18.04.2024 through UPI Transaction ID 447529752285. However, despite receiving the said amount, the Respondent failed to install the electricity meter as required. The Complainant emphasized that as per the terms of the Agreement, the installation of the meter was the responsibility of the builder, and hence, such a demand was wholly illegal and in violation of the contractual terms.

9. The Complainant further alleged that upon recent inspection of Flat No. 502, she found visible signs of water seepage and damage on multiple walls and doors inside the said flat. She brought this issue to the notice of the Respondent and also shared photographic evidence with the site supervisor. However, despite repeated requests and reminders, the Respondent failed to undertake any rectification or repair work.

10. The Complainant submitted that due to the persistent inaction of the Respondent in resolving the seepage issues and installing the electricity meter, she suffered severe financial loss and mental distress. The absence of a functional electricity connection and unresolved seepage made it impossible for her to either occupy or rent out the said flat, thereby compounding her hardship and losses.

11. The Complainant therefore contended that the Respondent's deliberate delay, non-compliance with contractual obligations, and unlawful demands constituted grave deficiency in service and unfair trade practice. The Complainant sought intervention of this Hon'ble Authority for redressal of her grievances.

B. Relief Sought:

12. In view of the facts mentioned above, the complainant sought for the following reliefs:

- a. Immediate handover of Possession of the flat including electricity meter connection and all promised amenities.
- b. Interest @10.75% per annum from 17 Oct. 2017 till 23 Jan 2022 for each instalment paid.
- c. To direct the Respondent to carry out permanent repairs and rectification of all water seepage damages in the said flat
- d. To direct the Respondent to immediate fixing of power supply meter/connection
- e. To direct the Respondent to permit the Complainant to commence interior works inside the flat

C. Counter Filed by the Respondent:

14. The Respondent Nos. 1 and 2 submit that the said company has been engaged for several years in the business of constructing apartments and buildings and selling the same to customers.

15. The Respondent Nos. 1 and 2 submits that the company commenced a project in Survey Nos. 86 (Part) and 87, situated at Adibatla Village, Ibrahimpatnam Mandal, Ranga Reddy District, after duly applying for permission before the concerned authority (HMDA) on 30.06.2015.

16. The concerned authority, after due process and verification of documents, granted permission vide Letter No. 202297/BP/ORRGC/Plg/HMDA/2015, dated 27.12.2016, with the due date for completion of the project being 27.12.2022. However, due to the COVID-19 pandemic, the completion of the project was delayed, and the company received the Occupancy Certificate on 18.11.2023.

17. Additionally, the Respondent No.1 and 2 stated that the Complainant approached the Respondents herein and showed her interest to purchase the Flat(G-502) in the said project i.e., Rochishmati Noveo Homes and the complainant have entered into an Agreement of Sale dated

23.12.2017, with Complainant (Keerthi Cheekoty W/o: Sreenath Chinta), Rep., by her Power of Attorney Chinta Ganesham (Father-in-Law), but it is pertinent to mention here that we have commenced the project and obtained HMDA permission much prior to commencement and implementation of the RE(R&D) Act, 2016.

18. The Respondent Nos. 1 and 2 further submit that it was clearly informed to the Complainant that, at the time of registration of the flat, the Complainant was required to pay 12% GST on the total sale consideration, to which the Complainant duly agreed. However, the representative of the Complainant, Mr. Chinta Ganesham, in collusion with the Complainant, hatched a plan to evade payment of GST. With dishonest intent to cheat the Respondents and to wrongfully gain while causing corresponding loss to the Respondents, they requested that the Respondents execute the Sale Deed first, assuring that the GST amount of ₹3,60,000/- (Rupees Three Lakhs Sixty Thousand only) would be paid soon thereafter.

19. On the date of registration, the representative of the Complainant, Mr. Chinta Ganesham, issued a post-dated cheque bearing No. 395806 dated 05.02.2022 for ₹3,60,000/-, drawn on ICICI Bank, Habsiguda Branch, Hyderabad, in favour of the Respondent's company. He further informed the Respondent no.1 and 2 not to deposit the said cheque, assuring that the Complainant would soon pay the amount in cash and collect the cheque back. Believing the representations of the Complainant and her representative and in good faith to maintain cordial business relations, the Respondent no.1 and 2 executed the Registered Sale Deed in favour of the Complainant on 24.01.2022.

20. The Respondent no.1 and 2 further submits that after the execution of the said sale deed the Respondents herein several times requested the complainant and her representative to clear the cheque amount but the complainant used to say some cock and bull stories and drag the matter on one pretext or the other. It is pertinent to mention here that on 15.04.2022, the husband of the complainant hatched a plan and with a dishonest intention to take back the cheque from the respondent which was issued by the complainant/rep., of the complainant at the time of registration, came to the respondent's office and showed his willingness to pay the said GST amount and promised the respondent that the complainant will clear the due amount of Rs.3,60,000/- on 17th April 2022, and requested to return the said cheque as of now, believing the words of the complainant and her husband and with fond hope that the complainant will pay the due amount i.e., GST amount to the respondent, and as such by taking

a photo copy of the said cheque, the respondent herein had returned/handed over the said cheque to the husband of the complainant.

21. The Respondent Nos. 1 and 2 submit that thereafter, neither the Complainant nor her representative visited the office of the Respondent No. 1, despite repeated requests made by the Respondents to clear the outstanding amount. However, they failed to respond and deliberately ignored the requests. Both the Respondents made several reminders to the Complainant's husband through telephonic communication and written correspondence, but the Complainant and her representative remained unresponsive. The Respondents further submit that they had repeatedly informed the representative of the Complainant that maintenance of the project had already commenced and requested the Complainant to take possession of the flat upon payment of the pending dues and Corpus Fund to the Building Association. Despite several reminders, the Complainant and her representative did not comply with the said requests.

22. The Respondent Nos. 1 and 2 submit that they have come to know that the Complainant is attempting to sell the said flat to third parties at a higher market price while deliberately avoiding payment of the GST due. The Complainant and her husband, in collusion, have neither visited the premises nor shown any interest in taking possession of the flat. Instead, they have filed this frivolous complaint with a mala fide intent to harass the Respondents and tarnish the company's reputation. The project has been duly completed, and an Occupancy Certificate was obtained on 18.11.2023. The Respondents have handed over the completed flats to their respective purchasers in 2023; however, the Complainant, despite long inaction, has now filed this complaint after nearly a year, for reasons best known to her.

23. It is further submits that the representative of the complainant got no right to file the above complaint without following due process of law, as he did not filed any GPA or Special power of Attorney to represent the case, and the complaint was very much signed by the complainant but the necessary corrections which were made in the complaint were signed by the husband of the complainant, I further submit that when the complainant is very much present here and signed the complaint copy and if any corrections are to be made she herself can make the said corrections but the husband of the complainant has made the said corrections in the complaint copy without any proper authorization from the complainant and even did not follow the due process of law and filed the present complaint only to harass the respondents.

24. Having placed relevant facts before the Authority would like to traverse the allegations of the complainant in seriatim.

- a) The Complainant entered into an Agreement of sale with the Respondent No.1 on 23.12.2017, for purchase of a double bed room flat admeasuring 1200 sft in Block G along with undivided share of land admeasuring 56.6 Sq.yards. and as per the agreement the builder has to construct and handover the property by 31.08.2019 with grace period of 6 months, but due to COVID 19 Pandemic not only this project but the entire projects in INDIA were got delayed and thereafter the project has been completed and OC was obtained on 18.11.2023. It is absolutely false to state that the complainant had paid full agreed amount for the said flat no.502, it is pertinent to mention here that the complainant did not paid 12% GST amount as mentioned above which is also a part of sale consideration. It is absolutely false that the said flat is still today not handed over by the builder to me.
- b) Further, in the complaint it is absolutely false to say that now the builder is demanding an extra amount of Rs.3,00,000/- to pay him under various pretexts which was never agreed upon in the original agreement. I put the complainant for the strict proof of the allegations. It is false to say that the respondent is refusing to handover possession of the flat until the amount demanded by them is paid. It is not true that after registration this demand is illegal, arbitrary and amounts to extortion. It is absolutely false to say that if the complainant can't pay the said amount to the builder he is also forcing me to sell my flat to them, saying that they are ready to buy back the said flat at their fixed rate as the value of the flat has increased in the market. I put the Complainant for the strict proof of the same.
- c) It is absolutely false to say that for fixing the electricity power supply meter to the flat the supervisor who is present at the site Mr. Ramana Reddy has demanded Rs.15,000/- which was transferred to his personal account on 18th April 2024 (UPI Transaction Id: 447529752285) but the meter still not been fixed till date. I put the complainant for the strict proof of the allegations. It is not true to say that they are refusing to fix the meter until the aforementioned extra amount is also paid to them, whereas this 15,000/- payment is also illegal because they have to provide the meter at the builder's cost as per the agreement. I put the petitioner for the strict proof of the same, it is absolutely false to say that the builder has clearly violated the legal terms and is engaging in

fraudulent practices to extract extra money from me. I put the complainant for the strict proof of the same.

- d) Upon the inspection of my flat no.502, we found water seepage damage on multiple walls and doors inside the flat and brought it up to the builder's attention by sharing their pictures with the site supervisor Mr. Ramana Reddy. But till date even this damage has not yet been fixed. I put the complainant for the strict proof of the allegations.
- e) Moreover, the Complainant has suffered huge financial loss and mental stress because of the undue delay in handover of flat, and it is also denied that currently the complainant unable to either occupy my flat or rent it out due to absence of electricity meter/connection and water seepage damages. I put the Complainant for the strict proof of the allegations.
- f) That the reliefs which are sought are all baseless and the real facts are mentioned above and also the complainant did not follow the due process of law and filed the present complaint only to harass the respondents. The respondent herein reserves his right to file additional counter if necessary.

Additional Documents Filed by Complainant:	Additional Documents Filed by Respondent
Photograph of existing water seepage issue.	1. Payment details. 2. Whatsapp chat asking the Complainant to clear the dues.

D. Interim Directions:

25. On 26.04.2025, this Authority issued interim directions directing the Respondent to immediately rectify all instances of water seepage in Flat No. 502, Block "G" of the project "Noveo Homes", ensure that the premises are rendered free from leakage and moisture-related damage, provide a functioning electricity connection to the said unit forthwith, and not obstruct or interfere with the Complainant's interior works in the concerned flat.

E. Affidavit filed by the Complainant Regarding the Interim Order:

26. The Complainant submits that as per the above interim orders on 25.05.2025, she visited the Flat No.502, Block "G" (suit schedule property) to start the interior works and check how far the respondents implemented and followed the directions (Interim orders) issued by the Hon'ble Authority. But to our surprise there is no rectification of the water seepage in-side the

flat No.502, so they could not start any interior works. The Complainant further submits that she has taken photographs of the flat which shows water seepage marks and submitting the same to the Hon'ble Authority as proof.

27. The Complainant submits that the photographs (Copies) showing the water seepage inside the flat No.502, proves that the respondents have not followed the directions (interim orders) issued by the Hon'ble Authority. The respondents intentionally in order to cause loss to the property have not undertaken any rectification works.

28. Therefore, the Complainant prays that the Hon'ble Authority may be pleased to pass an order, directing the respondents to undertake the rectification works of the Flat No.502, and make it habitable and produce the proofs to that extent and to pass as such necessary orders as this Hon'ble Authority deem fit and proper of case, in the interest of justice.

G. Observations of the Authority:

29. The Authority notes that Relief Nos. 3, 4 and 5 sought by the Complainant have already been addressed in the interim order passed earlier by this Authority. The said interim order directed the Respondent to undertake the necessary actions pertaining to installation of the electricity meter, rectification of seepage, and permission to commence interior works. It is recorded that both parties have acknowledged that the Respondent has duly complied with the directions contained in the interim order. Therefore, the Authority finds that Relief Nos. 3, 4 and 5 stand fully complied with, and there is no requirement for further discussion or adjudication in this regard.

30. With respect to Relief No. 1, the Authority observes that during the course of oral arguments, the Complainant herself admitted and acknowledged that the physical possession of the flat has been handed over to her by the Respondent, and that she is presently in possession of the said premises. The Authority further notes that the aspect relating to installation of the electricity meter has already been covered and resolved pursuant to the directions issued under the interim order. In view of the above, the Authority finds that Relief No. 1 has also been addressed and satisfied in full, leaving no further issue for adjudication under this head.

31. In view of the compliance with the interim order and the categorical admission of the Complainant that she has received physical possession and commenced interior works, the Authority finds that there is no further adjudication required in respect of Relief No. 1. The

Authority accordingly holds that Relief No. 1 stands fully complied with and is thereby rendered infructuous.

32. Further, it observes that in respect of Relief No. 2, which pertains to the claim of interest at 10.75% per annum on the instalments paid from 17.10.2017 to 23.01.2022, the Complainant has sought a said relief for the alleged delay in handing over possession. The Authority has perused the Registered said Sale Deed executed between the parties, dated 24.01.2022, which explicitly records that peaceful and vacant possession of the said flat had already been handed over to the Complainant at the time of execution of the said sale deed.

33. The Authority further notes that the Complainant has already obtained registration of the sale deed in her name and has commenced interior work, thereby signifying acceptance of possession. Since the Complainant has acknowledged receipt of possession and has availed the relief of meter installation and electricity connection, the Authority finds that the substantial part of her grievance stands resolved. Consequently, no further relief remains to be adjudicated under the present complaint.

34. In view of the foregoing discussion, the Authority concludes that the interim relief granted earlier has effectively satisfied the primary grievances of the Complainant, and there is no surviving claim necessitating further adjudication. Accordingly, the complaint is disposed of to that extent.

35. The grievances raised by the Complainant have been addressed and fulfilled. Hence, no further direction is required.

36. The complaint is disposed of with these directions. There shall be no order as to costs.

Sd/-

**Sri. K. Srinivasa Rao,
Hon'ble Member**

TG RERA

Sd/-

**Sri. Laxmi Naryana Jannu,
Hon'ble Member**

TG RERA

Sd/-

**Dr. N. Satyanarayana, IAS (Retd.),
Hon'ble Chairperson**

TG RERA