

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

Complaint No.26 of 2025
Dated: 29th 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

Between:

Shri. Chakala Narendra

(R/o. Plot No. 59,
Road No 3, South End Park Colony,
Mansoorabad, L.B. Nagar,
Hyderabad – 500068)

...Complainant

Versus

1. Smt. T. Anuradha Devi

(R/o H. No. 12-13-242,
Tarnaka, Secunderabad- 5000007)

2. T.V. Ramana Murthy

Managing Director of M/s. Emerald Constructions
315,3rd floor, Sanali Mall, Abids, Hyderabad- 500 001)

3. S. Durga Reddy

Represented as Manager of M/s. Emerald Constructions
315,3rd floor, Sanali Mall, Abids, Hyderabad- 500 001)

...Respondents

The present matter filed by the Complainant herein came up for hearing before this Authority in the presence of the Complainant in person and learned counsel for Respondent 2 and 3 Sri N.S.V. Nageswara Rao, C Naga Ramanjulu appeared upon due service of notice; and upon hearing the submissions of the Complainant and Respondents, 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:

3. The Complainant, Chakala Narendra, S/o Girappa, entered into an Agreement towards the purchase of plot bearing No. 6, L. Emerald, Dream City-II, in Sy. Nos 261 part and 262 for

a sale consideration of Rs. 6200/- per Sq. Yard and the total sale consideration amount of Rs. 15,68,600/- in the year February 2019 and registered the same as sale deed in Ibrahimpatnam Sub Registrar office, Ranga Reddy District Vide Document No 5631/2019 and the sale consideration value mentioned in document Rs. 1,90,000/- only, and the Complainant submits that he has copies of receipts towards payment of Rs. 6,79,950/- and remaining amount paid through cash and at the time of registration the representative of the said Emerald construction Sri S. Durga Reddy handed over original sale deed along with three copies of link documents vide document no's 7351/2007 and 8970/2007 of SRO, Ibrahimpatnam and Doc No 2390/2017 of SRO, Maheshwaram which is agreement cum Sale of GPA of Emerald Constructions handed over the said documents

4. The Complainant submits that the Emerald Constructions stating before the registration of the Complainant of the document they having permissions from the HMDA vide L.P.No. 000004/LO/PLG/HMDA/2018 dated 19.01.2018 of the commissioner, HMDA Hyderabad and also RERA Registration vide Registration number P02400000297 dated 11.02.2019 on believing of their words and documents and purchased the same and registered the said sale deed in Feb.2019, towards the purchase of plot bearing no. 6, L Emerald, Dream City- II, in Sy. Nos. 261 part and 262 for a sale consideration amount of Rs. 15,68,600/- (Rupees Fifteen Lakh Sixty-Eight Thousand Six Hundred Only) and registered the same as Agreement of Sale in Ibrahimpatnam Sub Registrar Office, Ranga Reddy District vide document No. 5631/2019

5. It is further submitted that the Complainant made payments towards the said plot, and although the original part payment receipts were taken back by the Developer's representative at the time of registration of the property, the Complainant retains certain receipts and proof of payments available on her mobile phone, which are enclosed for kind consideration. The Complainant has also made several payments through his bank account, which are reflected in his bank statements.

6. The Complainant submits that despite a lapse of more than five and a half years, the Developer has failed to undertake or complete the development of the said venture. The Developer has also not provided any satisfactory response or update regarding the development status and the Complainant submits that recently he heard news that the said land is in dispute and the registration also stopped in the said Sy.nos.

B. Relief(s) Sought

7. Accordingly, the Complainant sought for the following reliefs:

1. *To repay the sum of Rs. 15.68,600/- (Rupees Fifteen Lakh Sixty Eight Thousand Six Hundred Only) which is Rs. 6200/- per Square Yard paid as part of the sale consideration along with appropriate interest.*

C. Counter Affidavit filed on behalf of Respondent Nos. 2 & 3

8. The Respondent No. 2 submitted that he is the partner of the M/s. Emerald Constructions and he is duly authorized agent of the firm vide authorization dated 06.09.2024 and as such well acquainted with the facts of the case and filing counter on behalf of Respondent firm and on behalf of Respondent No. 2 & 3.

9. The Respondents submitted that they have sold an open plot in L.P. No.000004/LO/Plg/HMDA/2018 dated 19-01-2018 (Ex:B-22) due to the L.P. various agencies govt. interference No.000004/LO/Plg/HMDA/2018 dated 19-01-2018 it was submitted once again in HMDA and the municipality of Ibrahimpatnam, the L.P. No.000004/LO/Plg/HMDA/2018 was revised and issued on 24-01-2025 (Ex: B-20) on the face of the layout certain conditions were laid down in which clause no.6, the respondent is supposed to develop within 3 years from the date of issue of the revised layout and there is no specific privity of contract between the complainant and the respondent with regard to time period for development this time was stated in the L.P. No.000004/LO/Plg/HMDA/2018 dated 24-01-2025 and the revised L.P. No.000004/LO/Plg/HMDA/2018 dated 24-01-2025 has extended the time for development till three years for this the respondent has paid the fee of Rs.21,13,420/- (Rupees Twenty One Lakh Thirteen Thousand and Four Hundred Twenty Only) (Ex:B-20) once again. Even the letter dated 06-01-2024 (Ex:B-18) by HMDA as per clause no.7 which is based on G.O. Ms. No.201, MA. Dt: 16-11-2020 the respondent has three years time from grant of revised layout i.e., 24-01-2025 (Ex:B-20).

10. The Respondents submitted that there are certain reasons for delay which are not in purview of the respondent, on 28-12-2016 the layout subject land was converted from agriculture to non-agriculture (Ex:B-4), Respondents filed an application No.00710/SMD/LT/U6/HMDA/17042017, dated: 17-04-2017, for approval of layout in the site admeasuring 1,27,657.28 Sq. Mtrs in Sy. No.261/p & 262/p, situated at Ibrahimpatnam Khalsa Village and Mandal of Ranga Reddy District and the said application was processed after the requisite payment was made by the respondent, and a draft layout vide LP No.

000004/LO/Pig/HMDA/2018 issued on 19-01-2018 (Ex: B-22) and on 4-09-2018 Municipality Ibrahimpatnam has approved the draft layout. And the respondent has registered the subject venture in TG RERA vide certificate dated 11-02-2019 (Ex:B-7).

11. The Respondents submitted that a complaint was filed before the SECRETARY, HMDA, by Sri D. Sanjeeva Rao & 3 Others against the Respondents based on old pahani documents. Secretary, HMDA asked the Respondents for updated pahani documents and the Respondents were unable to produce the relevant documents, as the revenue officials busy on online revenue record updation and revenue portals were not working and not updated and due to COVID 19 PANDEMIC also. Hearings were conducted on 19-10-2019, 23-11-2019, 28-12-2019, 25-01-2020, 21-03-2020, 21-05-2020, 20-06-2020, 18-07-2020, 27-01-2021 and 13-02-2021. During the process of hearings, Secretary, HMDA issued stay orders on 26-11-2019 and stay orders were communicated to the Sub-Registrar also on 20-07-2020. Between 19-01-2018 and 26-11-2019 we completed the 50% developments (road works, water tank, parks) of layout site as per the Prescribed HMDA norms. And the draft layout issued by HMDA was cancelled under section 22-A of the HMDA Act on 24-07-2021 (Ex:B-8). After updating revenue records, we submitted dharani record of the subject land on 06-08-2021 (Ex:B-9) and on 09-02-2022 (Ex:B-11) the respondents requested to revoke of the draft layout cancellation orders dated 24-07-2021, and the HMDA has restored the draft layout orders vide letter dt: 19-02-2022 (Ex:B-12) and copy was served to Sub-Registrar, Ibrahimpatnam for information and necessary action and The Municipal Commissioner, Ibrahimpatnam Municipality, Ranga Reddy District after paying the additional layout fee to the HMDA and in turn Ibrahimpatnam Municipality further levied Rs.21,13,420/-(Rupees Twenty One Lakh Thirteen Thousand Four Hundred Twenty Only).

12. The Respondents submits that HMDA has issued a show cause notice dated 20-02-2020 to check and restore the check dams and vagu in survey nos. 261 & 262 in Ibrahimpatnam khalsa and demanded a compliance report. After this, the Emerald constructions have approached the irrigation officials and asked for the details of any check dams or water bodies as the stream is not visible in the village map and does not exist on the ground. As per the irrigation toposheet map this stream is there. So while issuing the LP No. 000004/LO/Pig/HMDA/2018, this was not in the knowledge of the Respondent and the department and the Irrigation officials visited the site and earmarked the stream and a buffer zone for water body on the layout plan and they have gave specifications for construction of drain for nala and for buffer zone and advised some alterations in layout pattern and the

Respondents submitted an undertaking (Ex:B-14) to Irrigation department and got permission for the above construction. Upon the above advice we incorporated the alterations and complied with the HMDA parameters as demanded in the above-mentioned show cause notice by restoring the same, and in the process of restoring, the management has altered the layout without much disturbance, in the order of the plots and their dimensions, because some of the plots were already sold by the management and so, without affecting the purchaser's interest and title the same has been done and joint inspection has been conducted and permission was accorded by letters dated 21-07-2022 and 27-07-2022 and upon Irrigation department demand, an undertaking (Ex: B-14) from the Emerald constructions was given to the irrigation department and on 28-07-2022 (Ex: B-15) the irrigation department has accorded permission.

13. The Respondents further submits that the draft layout in Sy. Nos. 261 & 262 of khalsa Ibrahimpatnam, there was a cadastral mistake, and the 150-feet road was shown as it was going through Sy. No. 262, and it was supposed to go along with the existing Zilla Parishad road, a 70-foot road, which is on the edge of Sy. No.261, this 150-feet road mistakenly shown in the master plan 2031 and later master plan was corrected, and the same has been brought to the notice of HMDA, wide letter dated 19-01-2023 (Ex:B-21) by Emerald Constructions all these can be evident from the layout dated 19-01-2018 L.P. No.000004/LO/Plg/HMDA/2018 (Ex:B-22) and the revised layout plan dated 24-01-2025 (Ex:B-20) having an understanding about the mistake the Respondents have sold plots situated in Sy. No.262 only, and as per the revised plan, the plots situated in 262 remained undisturbed. This is one of the major causes of differing with the developmental activity.

14. The Respondents submitted that again the Emerald Constructions applied for a revision of above approved layout with the IRRIGATION permission and got revised layout approval upon paying additional layout fee on 06-01-2024 (Ex:B-18) by the HMDA and as per the letter sent to the commissioner, Ibrahimpatnam municipality, R.R. Dist., by the HMDA, the general condition no.7 is reproduced here:

"7. The layout applicant is directed to complete the above developmental works within a period of THREE (3) YEARS as per G.O. Ms.No.201, MA dt.16.11.2020 and submit a requisition letter for release of mortgage plots/area which is in favour of Metropolitan Commissioner, HMDA and for approval of final layout duly enclosing letter of Local Body with regard to roads, open spaces taken over by the Local Body."

15. The Respondents further submits that the Executive authority, Ibrahimpatnam, Ranga Reddy Dist., has issued a letter to Respondent company to pay the balance layout fee of Rs.9,61,120/- (Rupees Nine Lakh Sixty One Thousand One Hundred Twenty Only) vide letter dated 17-01-2025 (Ex: B-19) and enable them to sanction and release of draft layout plan, accordingly the Respondent company has paid the said balance layout fee of Rs.9,61,120/- (Rupees Nine Lakh Sixty One Thousand One Hundred Twenty Only) vide transaction reference Id.827520652, Dt: 23-01-2025, Axis Bank, Himayathnagar Branch, and accordingly the Executive Authority, Ibrahimpatnam Municipality, Ranga Reddy Dist., has technically approved, the draft layout plan sanctioned and released the same to the Respondent company vide letter no. 24-01-2025 (Ex:B-20) acknowledging the payment of balance amount towards layout fee. All the developments will be completed in the stipulated time given by the HMDA. Therefore, the question of repayment with interest OR buying back of subject plot which is mentioned in the prayer does not arise. Emerald Constructions never executed any Buy Back agreement or promised to buy at a certain price.

16. The Respondents further submitted that has developed further HMDA Layouts namely B-Emerald, E-Emerald, H-Emerald and R-Emerald Layouts in the same relevant time and all the developments were completed and sold out to the prospective purchasers and the Respondent humbly submits that even in the present venture 50% of the developmental activities have been executed instead of legal impediments and remaining works will be completed within a short period and the respondent is having the capacity and having funds to develop the project, only for the administrative permissions the development has been stopped for the past four years and the respondent company is keenly perusing the developments at the site on day to day basis which is evident from the photos (Ex:B-27) filed by the respondent. The respondents are once again registering the subject layout with RERA.

17. The Respondents submitted that the Hon'ble Telangana Real Estate Regulatory Authority is well aware that the deficiency of service would arise only if the respondent fails to register the plot in spite of complete payment of sale consideration by the complainant or if there is any defect in the title of the said property in favour of the complainant and there is no willful default or intentional act of the respondent and the respondent is not at fault, the complainant is not entitled for repayment with interest OR buying back of the subject plot by the respondent or any other relief(s) as prayed for and hence in conclusion, the Respondent prayed this Hon'ble Authority to dismiss the complaint.

D. Points for consideration:

18. After deliberating upon the contentions of the parties the following issues arise for consideration by the Authority: *Whether the Complainant is entitled to the reliefs as prayed for? If yes, to what extent?*

E. Observations of the Authority:

19. At the outset, it is brought on record that Respondent No. 1 is deceased. However, no steps have been taken by either side to bring the legal heirs of the deceased Respondent No. 1 on record. Notwithstanding this omission, Respondent Nos. 2 and 3 have entered appearance and represented the interests of the Respondent company. The Complainant as well as Respondent Nos. 2 and 3 were heard at length, and their pleadings, written submissions, and all documents placed on record have been duly considered.

20. Before proceeding to record the observations on merits, this Authority deems it appropriate to clarify a preliminary issue concerning the array of parties. The Complainant has described the second Respondent as T.V. Ramana Murthy, Managing Director of M/s. Emerald Project and the third Respondent as S. Durga Reddy, Director of M/s. Emerald Constructions, instead of correctly arraying Respondent No. 2 as M/s. Emerald Constructions, represented by its Managing Director, T.V. Ramana Murthy, and Respondent No. 3 as M/s. Emerald Constructions, represented by its Director, S. Durga Reddy.

21.. However, in the counter filed by the Respondents, it has been unequivocally admitted that Respondent Nos. 2 and 3 are representing M/s. Emerald Constructions in the present proceedings. In view of this clear and categorical admission, this Authority holds that the firm, M/s. Emerald Constructions, stands duly represented through its authorised representatives. Consequently, the defence pleaded in the counter shall be treated as the defence of the firm itself. This Authority also observes that no dispute has been raised by the Respondents in relation to the said misdescription.

22. This Authority further notes that no confusion, prejudice, or procedural disadvantage has been occasioned to any of the parties due to the said misdescription. The error appears to be a bona fide and inadvertent mistake committed by a layperson without legal assistance and does not affect the substance of the proceedings.

23. Having regard to the fact that this Authority exercises jurisdiction under a beneficial legislation intended to safeguard the rights of allottees and to advance substantive justice, a complaint cannot be rejected merely on account of a technical or typographical defect in the description of parties. Accordingly, the proceedings shall continue by treating the Respondents as correctly represented.

24. This Authority now proceeds to examine the matter on merits. From the documentary evidence placed before this Authority, it stands established that the Complainant purchased Plot No. 06 admeasuring 253 sq. yards (211.61 sq. mtrs) in the project known as 'L-Emerald', Dream City-II, situated in Survey No. 262 of Khalsa, Ibrahimpatnam Village and Mandal, Ranga Reddy District. The said transaction culminated in the execution and registration of a Sale Deed bearing Document No. 5631/2019 dated 23.02.2019 at SRO, Ibrahimpatnam. The said Sale Deed remains valid and subsisting and has neither been challenged nor annulled before any competent forum. It is further noted that the Complainant has not sought cancellation or rescission of the said registered Sale Deed in the present complaint.

25. In view thereof, the Complainant continues to hold lawful title to the scheduled property. Having consciously derived and retained ownership under a completed conveyance, the Complainant cannot simultaneously seek a refund of the sale consideration while continuing to assert ownership over the very same plot. Such a claim is inherently self-contradictory, legally untenable, and beyond the permissible scope of adjudication under the RE(R&D) Act.

26. It is a well-settled principle of law that once a Sale Deed is duly executed and registered, title to the immovable property stands absolutely transferred to the purchaser. Any prayer for cancellation or avoidance of such registered conveyance necessarily falls within the jurisdiction of a competent civil court and not before this Authority.

27. The Complainant has not placed any material to show that the registered Sale Deed has been declared void, cancelled, or otherwise rendered ineffective by any competent authority. In the absence of such cancellation, the Complainant remains the lawful owner and, therefore, is not entitled to a refund of the sale consideration under the framework of the Real Estate (Regulation and Development) Act, 2016. Consequently, the relief of refund sought in the present complaint is legally unsustainable and not maintainable.

28. The Complainant has alleged that the Respondent failed to complete the development of the layout as promised. On this basis, he seeks a refund of the sale consideration along with interest.

29. The Respondent, in its written and oral submissions, contends that the delay in completing development works was neither deliberate nor mala fide but attributable to circumstances beyond its control, including administrative hurdles and force majeure-like impediments. It is further contended that possession of the plot was delivered at the time of execution of the sale deed and that no claim of rent or compensation is maintainable in the case of open plot sales. The Respondent also asserts that no contractual obligation for buyback exists and that the Complainant's plea in that regard is misconceived.

30. Respondent Nos. 2 and 3, in their counter affidavit, have admitted that only 50% of the development work has been completed. They have assured that the remaining work shall be completed shortly and that they possess the requisite financial and technical capacity to do so.

31. The Complainant's plea for buyback is devoid of any contractual foundation. There is no clause in the registered Sale Deed or any other instrument obligating the Respondent to repurchase the plot. Thus, the buyback request stands rejected as meritless.

32. From the facts on record, this Authority is of the considered view that although the Complainant is not entitled to the relief of refund of sale consideration with interest, inasmuch as the registered Sale Deed has already been executed and remains valid and subsisting to date, the Respondents nevertheless continue to remain statutorily obligated to complete all pending development works strictly in accordance with the sanctioned layout and as represented at the time of sale.

33. The Respondents 2&3 attribute the delay in completion of the project to external circumstances, including the revocation of the HMDA layout plan on 24.07.2021, which was subsequently restored on 19.02.2022, as well as objections raised by the Irrigation Department concerning alleged encroachment over the Kocheruvu Kalva stream and the adjoining check dam. However, these circumstances, even if accepted, only demonstrate a lack of due diligence and inadequate regulatory scrutiny on the part of the Respondents at the time of marketing and selling the plots. A promoter is under a statutory obligation to verify all regulatory compliances, restrictions, and site conditions prior to launching, advertising, or offering units for sale. Having failed to exercise such diligence, the Respondents cannot now rely on these

impediments to evade or dilute their statutory responsibilities under the Real Estate (Regulation and Development) Act, 2016.33.

34. Accordingly, this Authority, in exercise of its powers under the RE(R&D) Act, hereby directs Respondent Nos. 2 and 3 to forthwith undertake and complete all pending development works strictly in accordance with the conditions stipulated in the sanctioned layout and by the competent planning authority. The Respondents shall ensure completion of roads, drains, water supply infrastructure, open spaces, demarcation, electrification, and all other obligations forming part of the approved layout.

35. In view of the above findings, the reliefs sought by the Complainant for refund of the sale consideration and interest are held to be not maintainable. However, the Respondent No. 2 & 3 remain statutorily obligated under the RE(R&D) Act to complete all pending development works in accordance with the sanctioned layout.

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

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

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

