

**BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY**

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

**COMPLAINT NO.90 of 2024**

**14<sup>th</sup> Day of July 2025**

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

**Ch. Niyanthi Reddy**

(R/o Plot No.70/A, MLA Colony,  
Road No.12, Banjara Hills, Hyderabad, Telangana 500034  
Temporarily residing at Germany,  
Represented by GPA Holder,  
Sri Ch. Baba Prasad Reddy)

**...Complainant**

***Versus***

**1.M/s Speed Projects and Infrastructure Pvt. Ltd.**

*(Office at, No.8 & 9, Vasantha Cyber View Apartments,  
Madhapur, Hyderabad & also at, Villa No.61, Legend Chimes,  
Kokapet Village, Ranga Reddy District, Telangana  
Represented through its Authorised Representative)*

**2.M/s Legend Estates Pvt. Ltd.**

*(Office at, No.6-3-1238, 6<sup>th</sup> floor,  
Legend Apartments, Renuka Enclave, Raj Bhavan Road,  
Somajiguda, Hyderabad  
Represented through its Authorised Representative)*

**...Respondents**

The present matter filed by the Complainants herein came up for hearing on 04.02.2025 before this Authority in the presence of Counsel for Complainants, Sri Nikunj Dugar and Sri Tarun Kumar Agarwal and the Counsel for the Respondent No.1, Ms. Sarvani Desiraju along with Counsel for Respondent No.2, Sri Rusheek Reddy K.V. and after hearing the arguments, this Authority passes the following **ORDER:**

2. The present Complaint has been filed by the Complainants 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 "Rules") seeking appropriate relief(s) against the Respondents.

3. The Complainant claims to be the owner of land admeasuring Ac. 0.20 guntas in Survey No. 162 and states that she, along with other landowners, had executed a Development Agreement-cum-General Power of Attorney (DAGPA) in favour of Respondent No.1 in the year 2007. It is submitted that Respondent No.1, acting as Developer, entered into a Memorandum of Understanding with Respondent No.2 without the consent of the landowners and violated the terms of the DAGPA and subsequent supplementary agreements. The Complainant alleges that Respondents unlawfully sold villas, alienated areas earmarked as open spaces, and failed to obtain Occupancy Certificate. Further, the Complainant seeks completion of construction, compensation, cancellation of the project registration, and regulatory penalties against the Respondents.

4. Respondent No.1 submitted that the Complaint has been filed by the Complainant's father without producing a valid General Power of Attorney. It is further contended that the project received layout approval from HMDA in 2010 and revised permission in 2013, which predates the applicability of the RE(R&D) Act, 2016 as per Rule 1(2) of the Telangana Rules. Respondent No.1 also submitted that the dispute arises out of contractual arrangements under the DAGPA and the MoU between landowners and the developer, both of which contain arbitration clauses, and that such disputes fall outside the jurisdiction of this Authority. It is also pointed out that the Complainant had issued a legal notice to invoke arbitration but simultaneously initiated multiple legal proceedings before the Hon'ble High Court and other forums, amounting to forum shopping.

5. Respondent No.2 similarly opposed the maintainability of the Complaint, submitting that the Complainant, being a landowner and not an allottee or consumer, lacks locus under Section 31 of the RE(R&D) Act. It was submitted that the Complainant is one of the promoters under the development structure and cannot invoke RERA jurisdiction to resolve landowner-developer disputes. It was further submitted that the Complainant has already raised similar grievances in pending writ petitions before the Hon'ble High Court and that the Complaint is barred by limitation.

6. At the outset, this Authority deems it appropriate to examine the preliminary objections raised by Respondent Nos. 1 and 2 regarding the maintainability of the present Complaint. It is contended that the Complainant has not produced the General Power of Attorney (GPA) pursuant to which the present proceedings are instituted. It is further argued that the dispute emanates from the terms of the Development Agreement-cum-General Power of Attorney (DAGPA) and Supplementary Agreements executed between the Landowners (through Respondent No.1) and Respondent No.2, and that such contractual disputes lie outside the

purview of this Authority's jurisdiction. Invoking Clause 22 of the DAGPA, the Respondents submit that the dispute resolution mechanism agreed to by the parties is arbitration or mutual discussion, thereby vesting jurisdiction with the civil courts or arbitral forums.

7. The Respondents have also raised serious concerns regarding forum shopping by the Complainant. It is submitted that the Complainant has instituted multiple proceedings on identical issues against Respondents Nos. 1 and 2, including W.P. No. 26701 of 2016 (pending), FIR No. 883 of 2020 (quashed by the Hon'ble High Court in CRLP. No. 6531 of 2020, SLP pending), and W.P. Nos. 7194 of 2021 and 30813 of 2022. Furthermore, the Complainant has made several representations to governmental authorities such as HMDA and Narsingi Municipality, and has also initiated arbitration proceedings under the DAGPA in the year 2024. Despite availing multiple remedies, the Complainant again instituted W.P. Nos. 13982 and 14047 of 2024 against Respondent No. 1 in her individual capacity, all of which pertain to the same cause of action.

8. Upon a considered examination of the record and rival contentions, this Authority finds a fundamental defect in the Complaint. The Complainant has failed to place on record a valid and duly executed General Power of Attorney authorising the signatory to institute the present proceedings. It is well settled that in the absence of appropriate authorisation, the proceedings are rendered non-maintainable. This procedural infirmity strikes at the root of the Complaint.

9. In light of the above, and without venturing into the merits of the claims, this Authority is constrained to hold that the present Complaint is not maintainable, and is accordingly liable to be dismissed.

10. That said, this Authority has observed that the project in question is not registered under the provisions of the Real Estate (Regulation and Development) Act, 2016. This constitutes a prima facie violation of Sections 3 and 4 of the RE(R&D) Act. A Show Cause Notice has already been issued to the concerned Respondents in this regard.

11. Therefore, while the present Complaint is dismissed on grounds of maintainability, this Authority is of the considered view that the alleged violations of Sections 3 and 4 of the RE(R&D) Act, 2016 by the promoter warrant independent inquiry. Accordingly, this Authority hereby directs the Secretary, Telangana RERA, to initiate *suo motu* proceedings under Sections 3, 4, 59 and 60 of the RE(R&D) Act, 2016 read with the Telangana Real Estate (Regulation and Development) Rules, 2017. Appropriate action must be taken for the failure to obtain registration, nondisclosure of encumbrances, and consequent contraventions of statutory obligations by the promoter.

12. The Complainant is at liberty to file a fresh Complaint before this authority

13. In view of the above findings, the present Complaint is dismissed for want of maintainability.

Sd/-

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

Sd/-

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**Sri Laxmi Narayana Jannu,**  
**Hon'ble Member,**  
**TG RERA**

Sd/-

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

