BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 181 of 2026
Dated: 17th November, 2026

Quorum: **Sri K.S. Sreenivasa Raju, I.A.S., (Retd.), Hon'ble Chairperson**
Sri Laxmi Narayana Jannu, Hon'ble Member
Sri K. Srinivasa Rao, Hon'ble Member

Between:

Sandhya Lavadya
R/o. 103, Sri Balaji Residency, P&T Colony,
Medipally, Uppal, Hyderabad, Telangana – 500098.

…**Complainant**

Versus

M/s. Arine Infraa
Rep. by its Managing Partner, Thanniru Venkata Rao,
O/a. Arine Infraa, H. No. 4-47, 1st floor, B.K. Enclave,
Road No. 1, Miyapur, Hyderabad.

...**Respondent**

The present matter filed by the Complainant mentioned herein above came up for hearing on 18.09.2026, before this Authority in the presence of the Complainant and counsel for the Respondent. 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 Complainants under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (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 Respondent.

A. Brief facts of the case as per Form M filed by the Complainant

3. The Complainant submitted that she purchased a residential Flat No. 502 in the real estate project named "ARINE Emerald" situated at Miyapur, Hyderabad which is developed/promoted by the Respondent.

4. That a sale agreement was executed on 22.09.2025 with a total consideration is stated as Rs.68,00,000/-. The Complainant submitted that Rs.35,00,000/- was paid as down payment and Rs.33,00,000/- was arranged through an ICICI Bank home loan. That subsequently, a registered sale deed for Flat No. 502 was executed on 03.11.2025. The Complainant submitted that physical vacant possession was to be handed over on the date of registration.

5. The Complainant submitted that 86% of the sanctioned home loan was disbursed on 03.11.2025 and, after further disbursement on 20.11.2025, 99% of the total loan amount was released. That however, the project remained incomplete as of 24.01.2026 and that no Occupancy Certificate had then been obtained.

6. The Complainant further submitted that the RERA registration of the project expired on 13th January 2026. Despite the expiry, the Respondents have failed to obtain the Occupancy Certificate or communicate any firm possession or handover date to the Complainant in writing.

7. The Complainant submitted that they have made several attempts to seek clarity regarding the possession timeline and completion status. However, the Respondents have failed to provide any transparent or written communication. Instead, the Complainant has repeatedly been asked to visit the project site, without any meaningful update or clarity regarding progress or expected timelines. The Complainant further submitted that this conduct has caused uncertainty, inconvenience, and hardship to the Complainant.

B. Relief(s) Sought:

8. In view of the above-mentioned facts and circumstances, the Complainant has humbly prayed for the following reliefs:

a) To direct the Respondents to fully complete the project in all respects and hand over possession of Flat No. 502 to the Complainant;

b) To direct the Respondents to refund the GST amount of ₹1,67,400/- collected for Flat No. 502, as applicable;

c) To direct the Respondents to compensate the Complainant towards home loan interest paid, approximately ₹60,000/-, arising due to delay in handing over possession;

d) To direct the Respondents to compensate the Complainant for rental expenses incurred due to delay, amounting to approximately ₹15,000/- per month, until actual handover of the flat;

e) To declare that the delay in completion, non-issuance of the Occupancy Certificate, and expiry of RERA registration constitute violations of the provisions of the Real Estate (Regulation and Development) Act, 2016, and consequently direct the Respondents to

pay interest and/or compensation for the delay from the date of registration until actual handover;

f) To Pass such other order(s) or direction(s) as this Hon'ble Authority may deem fit and proper in the interest of justice and equity.

C. Counter filed by the Respondent

9. The Respondent submits that the Complaint is false, vexatious, and an arm-twisting tactic filed solely to evade paying outstanding contractual dues of ₹6,58,300/-. The Respondent highlights that the project is fully completed with a valid Occupancy Certificate, and civil suits concerning title, injunction, and cancellation of the sale deed are actively pending between the parties.

10. The Respondent submits that its residential real estate project, namely "ARINE EMERALD" comprising Stilt +5 Upper floors with a total of 20 residential units, situated at Serlinghampally Mandal, was developed after obtaining the requisite bilding permission from GHMC on 13.01.2022. The project was duly with the Telangana Real Estate Regulatory Authority under Registration No. P02400007994, and the registration was validly extended up to 13.01.2026. The Respondent further contends that the construction was completed and that GHMC issued the Occupancy Certificate vide Proceedings No. 012249/SHMC/05492/SWOC/SLP2/2025, dated 18.04.2026, certifying the building as fit for occupation.

11. The Respondent states that a registered sale deed bearing Document No. 16328/2025 was executed in favour of the Complainant on 03.11.2025 in respect of Flat No. 502, situated on the 5th floor. However, according to the Respondent, physical possession of the flat was not handed over as the premises were still in a semi-finished condition and the Complainant had allegedly failed to clear the outstanding contractual dues amounting to Rs. 6,58,300/-. The said amount comprises Rs. 4,00,000/- towards statutory amenities charges and Rs. 2,58,300/- towards balance charges. The Respondent contends that despite repeated demands, the Complainant failed to discharge the alleged liability and instead repeatedly visited the project site, harassed the staff, and unlawfully broke open the locks of the semi-finished flat on 26.04.2026 without the Respondent's authorisation.

12. The Respondent submits that, owing to the alleged contractual breaches and unauthorised acts of the Complainant, it instituted OS No. 1838 of 2026 before the competent

Civil Court at Kukatpally, seeking a decree of perpetual injunction, and OS Sr. No. 2731 of 2026, seeking cancellation of registered sale deed bearing Document No. 1638/2025. Both proceedings are stated to be pending adjudication. The Respondent further contends that the Complainant, as a counterblast to the Respondent's demand for payment of the outstanding dues, lodged FIR No. 489/2026 before Miyapur Police Station. The Respondent submits that the Hon'ble High Court of Telangana, vide order dated 22.04.2026 in Crl.P. No. 5424 of 2026, stayed all further proceedings in the said FIR.

13. The Respondent denies its liability to refund GST or pay interest, rental compensation, delay compensation, or penalties, contending that it has duly complied with its statutory and contractual obligations under the applicable provisions of the RERA Act. It is further submitted that the non-delivery of physical possession was solely attributable to the Complainant's alleged failure to pay the outstanding contractual consideration and other charges. On these grounds, the Respondent seeks dismissal of the Complaint as false, vexatious, non-maintainable, and an abuse of the process of law.

14. In view of the above submissions, the Respondent prays that the Hon'ble Authority may be pleased to dismiss the Complaint No. 181 of 2026 as false, vexatious, and non-maintainable, consideration the issuance of the Occupancy Certificate, the alleged default in payment of outstanding dues, and the pendency of civil proceedings between the parties; award exemplary costs against the Complainant for the alleged financial loss, harassment, and mental agony caused to the Respondent; and pass such other order or orders as the Hon'ble Authority may deem fit and proper in the interests of justice, equity, and good conscience.

D. Rejoinder filed by the Complainant

15. The Complainant reiterated all the submissions made in the Complaint and further submits that despite having executed and registered sale deed in her favour on 03.11.2025, the Respondent has unlawfully withheld possession of the flat, thereby causing severe financial hardship, as she has been compelled to simultaneously pay home loan EMIs and monthly house rent since November 2025. The Complainant categorically denies the alleged outstanding liability of Rs. 6,58,300/-, contending that the said demand is fabricated, unsupported by contractual or documentary evidence, raised as an afterthought to justify the unlawful withholding of possession. The Complainant therefore seeks for immediate possession of the flat.

E. Points for consideration

16. After considering the facts stated and submissions made by both parties, the following questions arise before this Authority:

i. Whether the Respondent violated provisions of RE(R&D) Act?

ii. Whether the Complainant is entitled to relief sought? If so, to what extent?

F. Observations of the Authority

Point I

17. The Authority has perused the records available on file and duly considered the oral and written submission made by both parties. At the outset, it is necessary to set out the admitted and undisputed facts of the present case. The Complainant entered into an Agreement of Sale dated: 22.09.2025 with the Respondent for the purchase of Semi-finished Flat No. 502 in the registered real estate project known as "ARINE EMERALD" bearing registration No. P02400007994, comprising Stilt +5 Upper floors with a total of 20 residential units, situated at Serlinghampally Mandal. Subsequently, a registered sale deed vide Document No. 16328/2025, dated: 03.11.2025 came to be executed between the parties, wherein the possession was said to be delivered to the Complainant on the date of execution of the sale deed.

18. The Respondent has neither disputed the allotment of the subject unit to the Complainant nor questioned the identity of the unit. The existence of a promoter-allottee relationship between the parties is also not in dispute. Further, the project in question is duly registered under the Act, 2016, and therefore the subject matter of the present case squarely falls within the jurisdiction of this Authority.

19. The core grievance raised in the present Complaint pertains to the delay in handing over the possession of the allotted flat and the failure of the Respondent to deliver the same in accordance with the statutory and contractual obligations. Such a grievance clearly falls within the statutory framework of the Act, 2016. Section 18 of the said Act expressly provides that where an allottee does not intend to withdraw from the project, the promoter shall be liable to pay interest for every month of delay till the handing over of the possession, at such rate as may be prescribed.

20. In the present case, the allotment of the flat is admitted, the Sale deed has been executed, and the project is a registered project before this Authority. The relief sought by the

Complainant, namely, handing over of possession along with statutory interest for delay, squarely falls within the ambit of Section 18 of the Act, 2016.

21. A perusal of the Agreement of Sale reveals that the stipulated date of handing over the possession was the date of execution of the registered sale deed. Accordingly, the promised date of possession was 03.11.2025. Though the registered sale deed contains a clause that possession of the subject flat was handed over to the Complainant on the date of its execution, the material placed on record, and the submissions made by both parties during the course of hearing, establishes that actual physical possession has not, in fact been delivered to the Complainant.

22. It is further borne out from the record that the Respondent obtained the Occupancy Certificate only on 18.04.2026. It is clear that the Occupancy certificate was obtained after the expiry of the promised date of possession i.e., 03.11.2025, this clearly constitutes delay of handing over the possession on part of the Respondent. Further, the Respondent in his own submissions has admitted that the possession has been retained and attributed the delay to the non-payment of dues by the Complainant.

23. This Authority further notices a discrepancy between the consideration reflected in the Agreement of Sale and that recorded in the registered sale deed. While the Agreement of Sale records the sale consideration as Rs. 68,00,000/-, the subsequent registered sale deed records the total sale consideration as Rs. 33,60,000/-. Nevertheless, the Respondent has acknowledged the receipt of total sale consideration from the Complainant and thereafter, proceeded to execute the registered sale deed, thereby conveying the title to the Complainant.

24. The Respondent has further contended that an amount of Rs. 6,58,300/- remains outstanding from the Complainant, comprising Rs. 4,00,000/- towards statutory amenities charges and other charges of Rs. 2,58,300/-. However, upon examination of the documents placed on record, this Authority observes that, apart from the total sale consideration, clause 6 of the Agreement of sale provides only that the Complainant shall pay 5% GST amount and Manjeera water charges as directed by the Respondent. Further, neither the Agreement of Sale nor the registered sale deed contains any stipulation establishing the Complainant's liability to pay the aforementioned amenities charges or the other amounts now claimed by the Respondent. Despite having acknowledged the agreed total sale consideration in the registered sale deed, the Respondent now contradicts his own position by demanding additional amounts towards unspecified amenities charges. Therefore, the Respondent withholding the possession

of the subject flat for on the basis of the alleged outstanding dues, is devoid of sufficient contractual and documentary foundation and the same is unsustainable.

25. The Respondent ought to have handed over the possession of the subject flat to the Complainant as per the terms of the Agreements. Having failed to discharge the said obligation within the stipulated timeframe, the Respondent has violated the provisions of the Act, 2016 by not complying with the contractual and statutory obligations.

Point II

26. The Complainant has sought relief on the ground that there has been an inordinate delay in handing over the possession of the subject flat, despite timely payments of total sale consideration, causing significant financial and emotional distress. As per the Agreement of sale and registered sale deed filed on record, the Complainant has paid the total sale consideration. The date of execution of the sale deed is the date of promised possession i.e., 03.11.2025, however, after the hearing the submissions of both the parties, it is evident that the possession has not been handed over to the Complainant within the said period.

27. This clearly establishes that the Respondent has failed to honour its contractual obligations. Under Section 18 of the Real Estate (Regulation and Development) Act, 2016, the liability of the promoter in such situations is categorical:

> *"(1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building,— (a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or (b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act: Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed.*
>
> *(2) The promoter shall compensate the allottees in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been*

developed, in the manner as provided under this Act, and the claim for compensation under this subsection shall not be barred by limitation provided under any law for the time being in force.

(3) If the promoter fails to discharge any other obligations imposed on him under this Act or the rules or regulations made thereunder or in accordance with the terms and conditions of the agreement for sale, he shall be liable to pay such compensation to the allottees, in the manner as provided under this Act."

28. This statutory right of an allottee is unqualified and absolute. Attention is drawn to the decision of the Hon'ble Supreme Court of India in ***Civil Appeal Nos. 3581-359 of 2022, Civil Appeal Diary No. 9796/2019, M/s Imperia Structures Limited vs. Anil Patni & Others***, wherein it was held:

"In terms of Section 18 of the RERA Act, if a promoter fails to complete or is unable to give possession of an apartment by the date specified in the agreement, the promoter would be liable, on demand, to return the amount received in respect of that apartment if the allottee wishes to withdraw from the project. Such a right of the allottee is 'without prejudice to any other remedy available to him'. This right is unqualified, and if availed, the deposited money must be refunded with interest as prescribed. The proviso to Section 18(1) contemplates that if the allottee does not intend to withdraw from the project, they are entitled to interest for every month of delay until possession is handed over. The allottee may proceed under Section 18(1) or the proviso thereto."

29. Thus, in the present case, the Authority finds the Respondent in clear breach of both contractual and statutory obligations. Accordingly, the Complainant is entitled to interest at the prescribed rate from 03.11.2025 till the actual possession is handed over.

30. As regards the prayer for compensation, this Authority notes that such claims fall within the jurisdiction of the Adjudicating Officer under Section 71, for which the Complainant is at liberty to pursue a separate application in Form "N".

G. Directions of the Authority:

31. In view of the findings and observations recorded hereinabove, this Authority proceeds to issue the following directions:

a. The Respondent's reliance on pending of outstanding dues by the Complainant is rejected as the same is not in accordance with terms of the Agreement of sale and registered sale deed.

b. The Respondent is held liable for failure to hand over the possession of the subject flat by the stipulated date i.e., 03.11.2025.

c. The Complainant is entitled to interest at the rate of 10.85% per annum (being SBI MCLR + 2% as per Rule 15 of the TG RE(R&D) Rules, 2017), computed on the amounts paid, with effect from 04.11.2025 until actual handing over of lawful possession. The Respondent shall pay the arrears accrued up to the date of this Order within sixty (60) days, and shall thereafter continue to pay the accruing interest on a monthly basis, on or before the 10th day of each succeeding month, until possession is delivered.

d. Insofar as compensation is concerned, the Complainant is at liberty to pursue appropriate proceedings before the Adjudicating Officer under "Form N".

e. The Respondent is hereby directed to forthwith hand over the possession of the subject flat to the Complainant within the statutory timelines.

32. Failure to comply with the above said directions by the Respondent shall attract the penalty in accordance with the Section 63 of the RE(R&D) Act, 2016.

33. As a result, the Complaint is disposed of accordingly. No order as to costs.

Sd/-	**Sd/-**	**Sd/-**
Sri. K. Srinivas Rao,	**Sri. Laxmi NarayanaJannu,**	**Sri K.S. Sreenivasa Raju, IAS (Retd.)**
Hon'ble Member	**Hon'ble Member**	**Hon'ble Chairperson**
TG RERA	**TG RERA**	**TG RERA**