BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 241 of 2026
Dated: 17th November 2026

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

1. **Simhadri Sireesha**
   (W/o S.V.K.Kishore
   Flat No. 1505, Serene Tower,
   The Regent by AURO Realty
   Opp New Municipal Office,
   Old Mumbai Highway, Serilingampally
   Ranga Reddy District- 500019)

2. **Venkata Krishna Kishore Seethala**
   (S/o Nageswara Rao
   Flat No. 1505, Serene Tower,
   The Regent by AURO Realty
   Opp New Municipal Office,
   Old Mumbai Highway, Serilingampally
   Ranga Reddy District- 500019)

…Complainants

Versus

M/S HONER DEVELOPERS PRIVATE LIMITED,
(Represented by Mr. Yenuga Pavan Kumar,
C-1201, Honer Vivantis
Survey Number 176/A
Tellapur Road, Gopannapally, Hyderabad
500019)

…Respondent

The present matter filed by the Complainants herein came up for hearing on 13.08.2026 before this Authority in the presence of the Complainants and Respondent's Counsel Adv. Velagapudi Srinivas; upon perusing the material on record and on hearing the arguments of both parties and having stood over for consideration till this day, 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 "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 Complainants

3. It is submitted that Complainant No. 1 is the owner of Flat No. E-1501 in the residential project "Honer Aquantis" at Gopanpally, Hyderabad. The flat was registered in her name on 24.06.2024. The Respondent then allotted Parking Space No. E-001 to the flat by an official allotment letter dated 30.11.2024. After that, Complainant No. 1 rented out the flat, and her tenants have been using Parking Space No. E-001 since then without any dispute.

4. It is submitted that on 07.11.2025, Complainant No. 1 received a call from Mr. Saketh, a staff member of the property maintenance team. He told her that a complaint had been raised about the use of Parking Space No. E-001 and asked her to remove the vehicle immediately.

5. It is further submitted that the wife of her tenant was in the ninth month of pregnancy at that time, which caused concern. So, on the same evening, Complainant No. 2, the husband of Complainant No. 1, went to the PMS office and showed the original allotment letter. Even then, the issue was not resolved and the pressure over the parking space continued.

6. Complainant No. 2 also spoke to Mr. Ramakrishna of the CRM Team of Honer Aquantis and explained the whole issue. According to the Complainants, the matter was not addressed and no one took responsibility for resolving it.

7. As the issue continued, and to protect the tenants from further harassment, Complainant No. 1 called the police by dialling 100, and the police came to the Honer Aquantis premises. During the discussion there, she came to know that the dispute over Parking Space No. E-001 was raised by the owner of Flat No. E-2502.

8. It is submitted that she later learnt from other residents that the owner of Flat No. E-2502 is a government bureaucrat. She then sent several emails to the Respondent and the CRM Team of Honer Aquantis, asking for clarification on the parking allotment.

9. In reply, the Respondent told Complainant No. 1 that Parking Space No. E-001 was shown in her allotment letter due to a "typographical error" and that the letter was not valid. The Respondent said that another parking space, No. E-072, had been allotted to her flat.

10. The Complainants contend that the Respondent first issued an official allotment letter, allowed Complainant No. 1 to rely on it and use Parking Space No. E-001, and is now

trying to change the allotment by calling it an internal administrative or typographical error. They submit that this is arbitrary and unfair, as Complainant No. 1 acted in good faith on the Respondent's own official letter and allowed her tenants to use the parking space.

11. It is further submitted that the dispute has caused stress, mental harassment and disturbance to Complainant No. 1 and her family over several months. According to the Complainants, the Respondent and its staff have caused unnecessary inconvenience and disturbance to her, her family and her tenants. Despite holding an allotment letter issued by the Respondent, she was repeatedly threatened and pressured to vacate Parking Space No. E-001.

B. Relief sought:

12. The Complainants accordingly sought the following reliefs:

1. *Direct the developer to allot the original parking Space E-001 for Flat No. E-1501, as per the allotment letter dated 30 November 2024.*
2. *Grant appropriate compensation for the mental trauma, inconvenience and time waste caused to me and my family.*
3. *Pass any other order that the Hon'ble Authority considers appropriate.*

C. Counter filed by the Respondent:

13. The Respondent filed a counter affidavit through its director. It is submitted by the Respondent that the complaint is not maintainable on facts or in law, and that the allegations made in it are incorrect and baseless. The Respondent denies all of them, except those specifically admitted, and asks the Complainants to prove each allegation.

14. It is submitted that parking slots were allotted by lottery, as per the process communicated to all allottees through the official email of the Respondent's CRM Team. A notice dated 21.11.2024 was issued to all flat owners asking them to take part in the lottery. The lottery was held on 23.11.2024, and the owners who took part signed the register to confirm their allotment.

15. The Respondent submits that Complainant No. 1 did not take part in the lottery despite the notice, and so did not sign the register. As per the register, Parking Slot No. E-001 was allotted to the owner of Flat No. E-2502, Mr. T. Ramakanth, who took part in the lottery and signed. The slot actually allotted to Flat No. E-1501 of the Complainants was Slot No. E-072.

16. It is submitted that after the lottery, allotment letters were prepared, and they were

to be issued only after the Respondent confirmed that they were ready. The Respondent sent an email dated 20.01.2025 confirming that the allotment letters were ready for collection from the PMS Office, subject to signing in the register kept there. The signed allotment letter dated 23.11.2024 for Slot No. E-072 was placed at the PMS Office for the Complainants.

17. According to the Respondent, on 30.11.2024 the PMS Office, by an inadvertent oversight during the bulk allotment process, wrongly issued another letter to Complainant No. 1 showing Slot No. E-001 instead of Slot No. E-072. Slot No. E-001 had already been allotted to Mr. T. Ramakanth of Flat No. E-2502. The Respondent submits that this was a clerical or typographical mistake and not an intentional act, that Complainant No. 1 received the letter without any acknowledgement, and that the letter goes against the lottery process and the allotment register.

18. It is submitted that when Mr. T. Ramakanth, the actual allottee of Slot No. E-001, raised a grievance, Complainant No. 1 was told about the mistake and informed that her correct slot was E-072. Even then, she kept insisting on Slot No. E-001. The Respondent states that it acted in good faith and openly, and tried to settle the matter amicably.

19. The Respondent has set out the emails exchanged between the parties. It is submitted that on 08.11.2025, the Complainants emailed the Respondent's Society, the CRM Team and the PMS Manager, Mr. Ramakrishna, raising a dispute over Slot No. E-001. They claimed that their tenants had been in peaceful possession of the slot for about one year on the basis of the letter dated 30.11.2024, and objected to the oral information given by the PMS team on 07.11.2025 that the recorded slot for Flat No. E-1501 was E-072, calling it a unilateral change. By email dated 10.11.2025, the CRM Team replied that Slot No. E-001 was never officially allotted to Flat No. E-1501, that the slot assigned to the flat as per official records is E-072, and asked the Complainants to tell their tenants to use that slot and to collect the valid allotment letter for it from the office.

20. It is submitted that the Complainants refused to accept this by email dated 13.11.2025, calling it a typographical error. The CRM Team replied the same evening that parking allotment is at the developer's absolute discretion under the Agreement of Sale and the registered Sale Deed, warned that continued use of Slot No. E-001 would be a violation of norms, and closed the matter. On 15.11.2025, the Complainants again wrote that the builder could not correct a data entry error after a year without the allottee's consent.

21. The Respondent states that after a long gap, the Complainants sent another email on 08.03.2026, declaring the dispute closed while insisting on keeping Slot No. E-001. The

CRM Team replied on 09.03.2026, repeating its stand of 10.11.2025 that Slot No. E-001 has no legal connection to Flat No. E-1501, directing the use of Slot No. E-072, and stating that no further correspondence would be entertained on the issue.

22. In its reply to the paragraphs of the complaint, the Respondent denies that Complainant No. 1 was allotted Parking Space No. E-001 by an official letter dated 30.11.2024, and denies that her tenants used it without any dispute. It states that the details of the allottee of Slot No. E-001 were given to the Complainants, and that they were advised not to park in the slot allotted to the owner of Flat No. E-2502. It states that the Complainants were repeatedly told that the mention of Slot No. E-001 in the letter was by mistake and were asked to note Slot No. E-072, but they kept insisting on the mistake in the letter, even sending its soft copy on WhatsApp. It denies that its staff threatened to lock the vehicle, and says it is not aware of the condition of the tenant's wife.

23. The Respondent further submits that when Complainant No. 2 contacted Mr. Ramakrishna of the PMS team, he explained the whole issue and asked Complainant No. 2 not to insist on cancelling the allotment already made to the owner of Flat No. E-2502. According to the Respondent, the Complainants made a false complaint to the police by dialling 100, as a pressure tactic. It denies that the owner of Flat No. E-2502 is a government bureaucrat.

24. The Respondent states that it never tried to change the allotment made, and that the Complainants are taking undue advantage of the mistake in the allotment letter. It denies that the Complainants suffered stress or mental harassment, and says that it never acted in a high-handed manner and always tried to explain the position to them. It prays that the complaint be dismissed, as the Complainants are not entitled to any relief.

D. Rejoinder filed by the Complainants

25. The Complainants filed a reply affidavit, sworn by Complainant No. 1 denying the averments in the counter that are inconsistent with the complaint.

26. Complainant No. 1 admits that she could not attend the lottery in person as she was doing her post-graduate medical studies in Tirupati at that time, and states that she had informed the Respondent's CRM Team about it. She submits that the slot was allotted after the lots were drawn and has been in use since the allotment letter dated 30.11.2024. According to her, not taking part in the lottery does not affect the allotment, because the Respondent's own register shows that owners who attended and owners who did not attend were all given slots, and attendance is shown only by signature.

27. It is submitted that the owner of Flat No. E-2502, Mr. T. Ramakanth, also did not attend the lottery, as his signature is not in the register filed by the Respondent. The Complainants submit that the Respondent cannot treat Complainant No. 1's non-attendance as fatal while relying on an unsigned and unproved allotment in his favour for the same slot.

28. The Complainants deny that the register shows the allotment of Slot No. E-001 to Flat No. E-2502. They state that the handover/acknowledgment register relied on by the Respondent does not record any slot number against the signatures, and a signature for receiving "a letter" does not prove which slot was allotted to which flat. They submit that the Respondent, as developer, must keep proper and complete records, and that any gap in them cannot be held against the Complainants. They allege that the Respondent has filed a false affidavit and that the record was created to deny them Slot No. E-001.

29. The Complainants state that they never received the signed allotment letter dated 23.11.2024 mentioned in the counter, and ask the Respondent to produce the original along with proof of its delivery. They also ask the Respondent to produce the video, photographs or any other record of the lottery held on 23.11.2024, and the CCTV recordings, which they say show that Slot No. E-001 has been used by the Complainants from the date of allotment.

30. It is submitted that the Complainants received the Respondent's official Letter of Allotment dated 30.11.2024, on its letterhead and signed by its Authorised Signatory, allotting Parking Slot No. E-001 to Flat No. E-1501 as per the Agreement of Sale and the registered Sale Deed. On enquiry, they learnt that the allotment letters of other E-Block flat owners are also dated 30.11.2024 and not 23.11.2024, which, they say, contradicts the Respondent's claim that a signed final letter dated 23.11.2024 already existed. They add that the letter dated 23.11.2024 appeared for the first time along with the counter, more than a year later and only after the owner of Flat No. E-2502 raised the dispute, and that the Respondent has given no explanation for this.

31. The Complainants submit that if Slot No. E-001 had really been allotted to Flat No. E-2502 on 23.11.2024, there was no reason for the Respondent to issue another letter on 30.11.2024 allotting the same slot to Flat No. E-1501. They ask the Respondent to produce its internal records showing when and by whom the alleged mistake was first noticed, and on what basis it was concluded that the Complainants' letter was the wrong one.

32. It is submitted that the Complainants' tenants have used Slot No. E-001 openly and without disturbance since the allotment letter dated 30.11.2024. Between January 2025 and March 2025, when the slot was lying vacant during interior works at the flat, other residents parked their vehicles in it, and the Complainants posted requests in the Owners and

Residents WhatsApp group asking them to vacate. On 18.03.2025, when a vehicle was again found parked in the slot, the Complainants approached the Respondent's PMS team, who got that vehicle locked without saying that the slot belonged to Flat No. E-2502.

33. The Complainants further state that the owner or occupants of Flat No. E-2502 remained silent for almost a year, though the slot was being used openly by the Complainants' tenants, and raised an objection only on 07.11.2025. They also state that the occupants of Flat No. E-2502 have been using Parking Slot No. E-002 since January 2025, which does not fit with their claim to Slot No. E-001.

34. The Complainants contend that by allowing nearly twelve months of open and unchallenged use, during which the Complainants let out the flat along with the parking slot, the Respondent and the owner of Flat No. E-2502 waived their claim.

35. The Complainants deny that they made any false complaint to the police. They state that Complainant No. 1 called the police only after her tenants, one of whom was in the ninth month of pregnancy, were repeatedly threatened by the Respondent's security/PMS staff that their vehicle would be locked, even though a valid allotment letter had been shown to the office. They also allege that the Respondent is acting with bias, as the owner of Flat No. E-2502 is a relative of the City Planner of GHMC.

E. Issues:

36. After going through the pleadings and the documents filed by both parties, the following issues arise for consideration before this Authority:

1. *Whether the Complainants are entitled to the reliefs sought in the present complaint?*

F. Observations of the Authority:

Issue No. 1: ***Whether the Complainants are entitled to the reliefs sought in the present complaint? If so, to what extent?***

37. This Authority observes that the car parking spaces in the subject project were allotted to the respective flat owners through a lottery system conducted by the Respondent. The present dispute has arisen on account of the allotment of the same parking slot to two different flats, which, according to the Respondent, was due to an inadvertent typographical error in the allotment letter. It is also evident from the material on record that several communications were exchanged between the Complainants and the Respondent in this regard.

38. However, the dispute essentially pertains to the internal allocation of parking spaces among the flat owners and the administrative arrangements concerning the lottery process undertaken by the Respondent. This Authority is of the considered view that it is not necessary to adjudicate upon such internal disputes relating to the allotment of a particular parking slot.

39. Nevertheless, in terms of Section 11(4)(a) of the Real Estate (Regulation and Development) Act, 2016, the Respondent/Promoter is obligated to fulfil its responsibilities in accordance with the terms of the registered Sale Deed, under which the Complainants are entitled to one car parking space.

40. Accordingly, this Authority deems it appropriate to direct the Respondent, in coordination with the Association of Flat Owners of the subject project, to ensure that one car parking space is duly allotted and made available to the Complainants through a fair, transparent and systematic process. Any discrepancies or conflicting claims arising out of the earlier allotment process shall be resolved amicably through mutual consultation among the Respondent, the Association and the concerned flat owners, without prejudice to their respective rights and entitlements.

G. Directions of the Authority:

41. In view of the above discussion, and in exercise of the powers under Sections 37 and 38 of the Real Estate (Regulation and Development) Act, 2016, the following directions are issued:

i. The Respondent shall, in coordination with the Association of Flat Owners of the subject project, ensure that one car parking space is duly allotted and made available to the Complainants in respect of Flat No. E-1501, in amicable manner and in accordance with the terms of the registered Sale Deed bearing Document No. 6421/2024 dated 24.06.2024.

ii. The Respondent shall take necessary steps to ensure compliance with the above directions within 60 days from the date of this Order.

Failure to comply with this Order shall attract Section 63 of the RE (R&D) Act, 2016. The Complaint is disposed of in terms of the above directions. 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