

**BEFORE THE ADJUDICATING OFFICER,  
TELANGANA REAL ESTATE REGULATORY AUTHORITY,  
HYDERABAD.**

Dated, this the 13<sup>th</sup> day of MARCH, 2025.

Present:- Sri Syed Lateef-ur Rahman,  
Adjudicating Officer.

**C.C.P.No.42/2024/TG RERA**

**Between:**

Sri Rukmannagari Sunil Reddy, 3-4-759/B, 2<sup>nd</sup> Floor,  
Rukkus Residency, Opp: HP Petrol Pump, Barkatpura,  
Hyderabad – 500 027.

...Complainant.

And

Jubilee Hills Landmark Projects Pvt.Ltd., Regd.Office:  
Sy.No.16/3, Ward No.9, Road No.1, Jubilee Hills Check  
Post, Jubilee Hills, Hyderabad 500 033.

...Respondent.

This complaint came up before me on this day for enquiry and hearing in the presence of Counsel for the respondent, the complainant did not appear, but the Counsel for respondent submitted a memo signed by complainant in original withdrawing the case, after perusing the memo and having stood over for consideration, the following order is passed:

**ORDER**

The present complaint has been filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as “the Act”) read with Rule 35 of the Telangana State Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as “the Rules”) to grant compensation.

2(a). The case of the complainant, in brief, is that the respondent is the Promoter of the Project known as 'Mantri-A Residential Project' and the complainant is one of the allottees of the apartment. The respondent had acquired the property admeasuring 28,303 Sq.yards of land in T.S.No.16/3 (Old Sy.No.120/Part, 403/Part) Block-II, Ward No.9, near Jubilee Hills Check Post situated at Shaikpet village and Mandal, Hyderabad. Thereafter, the respondent entered into a Joint Development Agreement-cum-General Power of Attorney dt.24.08.2011 in respect of the said property with Mantri Mansion Private Limited (MMPL) vide document No.1327/2011. The said Mantri Mansion Private Limited has been amalgamated into Mantri Developers Pvt.Ltd., (MDPL) vide an order dt.31.05.2018 passed by the National Company Law Tribunal, Bengaluru Bench in Company Petition CP (CAA) No.46/BB/2017. The said Project was being constructed over the said land after obtaining permissions from GHMC for construction of super-premium luxury residential units/Apartments in multi-storied apartment buildings on the Project 'Mantri-A Residential Project'. The initial allotment was done for Unit H-401 in November, 2018 and the same was subsequently shifted to D-901 in January, 2022. The complainant made total payment of Rs.3,27,72,075/- (Rupees Three Crore, Twenty Seven Lakhs, Seventy Two Thousand and Seventy Five only) as indicated in Schedule A1 of Registered Agreement of Sale bearing Doc.No.5870/2022, dt.13.09.2022. Later on, the respondent failed to deliver possession of the Flat by the agreed date of 30.09.2023, despite collecting 72% of the sale consideration from the complainant. The respondent has also failed to complete the Project within the proposed completion date. As on date, the respondent has managed to

complete only 30% of the over Project, stalling further progress due to lack of funds.

2(b). It is also averred in the complaint that the complainant and other allottees came to know that the Mantri group companies have an outstanding debts and liabilities of more than 3000 Crores of rupees towards financial creditors, lenders, home buyers and other creditors. Even in the present project, the Promoter-respondent-developer have defaulted on the loans availed from the Banks and the present assets have been declared as non-performing asset (NPA). In the given financial inability of the respondent in conjunction with country-wide recovery proceedings initiated against the respondent and Mantri group companies, it is unlikely that the respondent will be able to complete the Project. Therefore, the complainant filed present complaint seeking compensation of Rs.35,70,787/- (Rupees Thirty Five Lakhs, Seventy Thousand, Seven Hundred and Eighty Seven only) towards delay in delivering possession of Flat; and monthly interest as per prevailing highest SBI MCLR plus 2% payable every month from 1<sup>st</sup> October, 2023 till handing over possession of completed unit; and also to award costs of the complaint.

3. On registration of the complaint, notices were issued to both the parties. Upon receipt of notice, respondent made appearance through Ms.Shireen Sethna Baria, Advocate, who filed Vakalat on behalf of respondent and the matter was posted for filing counter. When the matter was coming up for counter, Counsel for respondent submitted that the complainant has handed over the original signed memo in their office

withdrawing case and handed over the same to the Counsel to file before this Tribunal. Counsel filed original memo.

A perusal of signature of complainant on memo and complaint goes to show that the signatures tally on a comparison. In view of this and said submission of the Counsel, memo is taken on record. It is stated in memo by the complainant *inter alia* that he has transferred the allotment of Apartment in question to a party and, therefore, he has no subsisting interest in the Apartment and seeks to withdraw main complaint. As such, the memo has to be allowed.

4. In the facts and circumstances mentioned in the memo filed by the complainant, the said memo is allowed and the complaint is disposed off accordingly as “withdrawn”.

Typed to my dictation, corrected and pronounced by me in open Court on this, the 13<sup>th</sup> day of MARCH, 2025.

Sd/-

**ADJUDICATING OFFICER,  
TG RERA: HYDERABAD.**

**APPENDIX OF EVIDENCE  
NIL**

Sd/-

**ADJUDICATING OFFICER,  
TG RERA: HYDERABAD.**

Cc.