

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 308/2024/TG RERA

Dated: 23rd September 2026

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

Between

Sri Chinta Rana Pratap Singh
(Thakur Jaswanth Singh and Associates Advocates,
O/o. Ground Floor 14-3-251/1&2,
Laxmi Balaji Complex)

.....**Complainant**

Versus

M/s. Nayan Constructions, represented by its GPA holder, Smt. Molugu Vishwasree
(H.No. 15-23-13/5, Balaji Nagar,
Kukatpally, Hyderabad, Telangana State,
500072)

.....**Respondent**

INTERIM ORDER

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 "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").

A. Brief facts of the case as per Form M submitted by the Complainant(s).

2. It was submitted by the Complainant that he was introduced to the Respondents through an agent, who facilitated a site visit, pursuant to which the Complainant selected Flat No. 619, 6th Floor, Block 'B', in the project "Nayan's Nature Spring," situated in Survey Nos. 488/A, 489/A and 490/P, Kukatpally Village, Medchal-Malkajgiri District, having a saleable area of 1,215 sq. ft. along with 100 sq. ft. covered parking and an undivided share of land admeasuring 44.18 sq. yards.

3. It was submitted that pursuant to an Estimated Cost Sheet accepted by the Complainant, an Agreement of Sale dated 04.07.2022 was executed between the parties for a total sale consideration of Rs.36,45,000/-, payable in instalments as per the schedule annexed thereto

4. It was submitted that the Complainant has paid a sum of Rs.16,33,000/- towards the sale consideration through cheques dated 20.06.2022, 21.06.2022 and 04.07.2022, and remains ready and willing to pay the balance consideration of Rs.20,12,000/

5. It was submitted that despite such payments, the Respondents failed to deliver possession within the agreed timeline, and the Complainant thereafter discovered that the flat had been let out to a third party for Rs.25,000/- per month without his consent, and that the Respondents were attempting to sell the flat to another third party despite the subsisting Agreement of Sale

6. It was submitted that legal notices dated 02.05.2024 issued by the Complainant calling upon the Respondents to execute the registration were refused and returned unserved on 10.05.2024, compelling the Complainant to approach this Authority

B. Objection as to Maintainability raised by Respondent No.1.

7. Respondent No.1 filed a petition dated 20.02.2025 seeking rejection of the complaint, contending, inter alia, that:

- i. she is not the GPA holder of M/s. Nayan Constructions, but is a land-owner who has executed a registered Development Agreement-cum-GPA dated 12.06.2019 in favour of M/s. Nayan Constructions;
- ii. the dispute is essentially contractual in nature, involving questions under the Contract Act, Registration Act, Stamp Act, Specific Relief Act and Court Fee Act, falling outside the jurisdiction of this Authority;
- iii. the complaint is barred by limitation; and
- iv. this Authority is not competent to grant the relief of specific performance sought

C. Observations of Authority:

8. Pending consideration of the said petition before this Authority, Respondent No.1 approached the Hon'ble High Court of Telangana in W.P. No. 14391 of 2025. By order dated 22.05.2025, the Hon'ble High Court directed this Authority to first decide the preliminary issue of maintainability of the complaint and to dispose of the petition dated 20.02.2025, after affording an opportunity of hearing to Respondent No.1 and Respondent No.4 therein (M/s. Nayan Constructions), before proceeding to enquire into the main complaint.

9. In compliance with the said direction, this Authority proceeded to hear the issue of maintainability on 20.08.2026, at which learned counsel for the Respondents reiterated the grounds set out in the petition dated 20.02.2025.

10. At the outset, this Authority notes that the project "Nayan's Nature Spring," situated in Survey Nos. 488/A, 489/A and 490/P, Kukatpally Village, Medchal-Malkajgiri District, in which Flat No. 619, 6th Floor, Block 'B' is located, stands registered with this Authority vide

Registration No. P02200001561 (valid up to 20.11.2025). The complaint therefore concerns a flat forming part of a real estate project registered under the RE(R&D) Act, 2016, and this Authority's jurisdiction under Section 31 read with Rule 34(1) is, to that extent, squarely attracted.

11. Section 2(d) of the RE(R&D) Act, 2016 defines an "allottee", in relation to a real estate project, to mean the person to whom a plot, apartment or building has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise, but does not include a person to whom such plot, apartment or building is given on rent.

12. It is seen from the record that an Agreement of Sale dated 04.07.2022 was executed between the Complainant and the Respondents in respect of Flat No. 619, for a total sale consideration of Rs.36,45,000/-, pursuant to which the Complainant has paid a sum of Rs.16,33,000/- towards the sale consideration, as evidenced by the payment receipts on record. The Complainant remains ready and willing to pay the balance consideration of Rs.20,12,000/-

13. Respondent No.1, admittedly, holds a registered Development Agreement-cum-GPA dated 12.06.2019 in respect of the subject land in favour of M/s. Nayan Constructions, and it is under this arrangement that the Agreement of Sale dated 04.07.2022 came to be executed qua the subject flat. Respondent No.1 and M/s. Nayan Constructions are accordingly persons who, within the meaning of Section 2(zk) of the RE(R&D) Act, 2016, construct or cause to be constructed an independent building or apartment for the purpose of selling to allottees, and fall within the definition of "promoter" thereunder. The precise inter se character of that arrangement whether Respondent No.1 acted as land-owner, GPA holder, or promoter jointly with M/s. Nayan Constructions goes to the apportionment of liability between the Respondents, and does not detract from the promoter-allottee relationship between the Respondents on the one hand and the Complainant on the other, on the strength of the Agreement of Sale.

14. Having regard to the execution of the Agreement of Sale and the payments admittedly made thereunder, this Authority holds that the Complainant is an "allottee" within the meaning of Section 2(d) of the Act, in respect of a flat forming part of a registered real estate project, and that the Respondents answer the description of "promoter" under Section 2(zk) of the Act.

15. This construction is reinforced by the object and purpose of the RE(R&D) Act, 2016, which, as reflected in its Preamble, is a beneficial legislation enacted to protect the interest of consumers in the real estate sector and to establish an adjudicatory mechanism for speedy dispute redressal. The Hon'ble Supreme Court, in *Newtech Promoters and Developers Pvt. Ltd. v. State of U.P.*, (2022) 1 SCC 1, has emphasised that the provisions of the Act must be

construed purposively so as to advance its remedial object of protecting allottees. A narrow or technical reading of jurisdiction at the threshold, particularly where an Agreement of Sale and consideration paid thereunder are not in dispute, would run contrary to this object.

16. The contentions raised by the Respondents regarding the precise character of the relationship between Respondent No.1 and M/s. Nayan Constructions, the question of limitation, and the extent of relief that may ultimately be granted, are matters going to the merits of the complaint, to be examined during the course of enquiry, and do not oust the jurisdiction of this Authority to entertain the complaint at the threshold.

17. Accordingly, in exercise of the powers conferred under the Real Estate (Regulation and Development) Act, 2016, this Authority hereby passes the following INTERIM ORDER:

- a) The Complaint bearing C.C. No. 308/2024/TGRERA is held to be maintainable, the Complainant being an allottee under Section 2(d) of the Act who has paid consideration towards the purchase of a flat in a real estate project registered with this Authority, and the Respondents answering the description of "promoter" under Section 2(zk) thereof.
- b) The petition dated 20.02.2025 filed by Respondent No.1 seeking rejection of the complaint on the ground of maintainability is, accordingly, dismissed.

18. The matter is posted for further hearing on merits on the next hearing date, 08.10.2026.

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

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