

BEFORE TELANGANA STATE REAL ESTATE REGULATORY AUTHORITY
[Under the Real Estate (Regulation and Development) Act, 2016]

COMPLAINT NO.1825 OF 2023

24th Day of April, 2024

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

1. Sri Kadukuntla Swaraj
2. Sri Ganta Karthik Reddy ...Complainants

Versus

Smt. Chalikanti Aadilakshmi ...Respondent

The present matter filed by the Complainants herein came up for hearing on 19.03.2024 before this Authority in the presence of the Counsel for Complainant Sri Shyam Prasad and upon hearing the arguments, this Authority passes the following **ORDER:**

2. The present Complaint has been filed under Section 31 of the Real Estate (Regulation and 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") requesting appropriate action against the Respondent.

Brief facts of the case:

3. The Complainant submitted that on 9th March 2019, the Complainant No.1 was looking for buying land and happened to meet with Respondent who claimed as one of the joint agreement holders of the property admeasuring Acres 6.08 Guntas (25,089.92 Sq Mtrs) identified by Survey numbers 212, 213, 214 and 215/P situated at Subhanpoor, Maheshwaram, Ranga Reddy. Respondent and another person named Sri Boini Mahender Yadav (who represented Bollu Ravi Yadav, title holder of property) claiming as joint agreement holders of the said property, offered to sell the same to Complainant No.1 for a consideration of Rs.7,87,40,000/- (Rupees Seven Crores Eighty-Seven Lakhs and Forty Thousand Only) to which both parties agreed.

4. That on 11th March 2019, Complainant No.1 paid Rs.1,10,00,000/- (Rupees One Crore Ten Lakhs Only) as part of consideration which was acknowledged jointly by Respondent and Sri Boini Mahender Yadav. On 24th March 2020, nationwide lockdown announced and hence Complainant could not pursue the matter any further. On 12th July 2021, Complainant No.1 entered into a sale agreement (erroneously titled as sale deed) in which Complainant No.1 opted to buy 25% of property and remaining 75% was distributed among Complainant No.2 and Respondent in the ratio of 25% and 50% respectively.

5. That both Complainants and Respondent pooled money with the intention of buying land directly from one of the original title holder Sri Bollu Ravi Yadav in which Complainants together to hold to an extent of land admeasuring acres 3.04 guntas in Survey No.214, part of 213 and part of 215. That at the rate of original consideration, total amount to be paid by

Complainants for the land admeasuring Acres 3.04 guntas is Rs.3,93,70,000/- (Rupees Three Crores Ninety Three Lakhs and Seventy Thousand Only), in which the Complainants together paid a sum of Rs.2,27,20,000/- (Rupees Two Crores Twenty-Seven Lakhs and Twenty Thousand Only) including the payment of Rs.1,10,00,000/- (Rupees One Crore Ten Lakhs Only) made by Complainant No.1 on 11th March 2019 and Respondent paid a sum of Rs.1,17,20,000/- (Rupees One Crore Seventeen Lakhs Twenty Thousand Only).

6. That Complainants were ready to pay their part of balance of Rs.1,66,50,000/- (Rupees One Crore Sixty-Six Lakhs and Fifty Thousand Only) to Sri Bollu Ravi Yadav towards buying the subject matter property. Further, before initiating the final payment, Respondent along with Complainants requested vendors Sri Bollu Ravi Yadav and Sri Bollu Raju to complete their obligation of determining the property boundaries and measuring the area which they had not fulfilled until date. That therefore, the obligation of completing the balance payment is pending and the agreement is not void and still force till date.

7. That the Respondent had kept both Complainants under the pretext of getting vendors obligation fulfilled and under such cover, she executed her plan of action to deceive both Complainants by means of following acts which these Complainants learnt recently when Complainant No.1 visited the subject matter property. That on 28th January 2022, while the sale agreement between Complainants, Respondent and Title holder is in force, Respondent convinced the title holder on unknown merits to transfer the said property jointly on to her name and another Sri Boini Mahender Yadav (who represented original title

holders, Sri Bollu Ravi Yadav) claiming as joint agreement holders of the said property which title holder agreed and the wish got materialised vide sale deed number 2025/2022 of SRO Maheshwaram. Further, on 14th February 2022, Respondent along with Sri Boini Mahender Yadav made an application to HMDA seeking approval of open plotted layout which acknowledged by HMDA vide application number 052410/SMD/LT/U6/HMDA/14022022.

8. That thereafter, on 25th April 2022, office of gram panchayat at Subhanpur issued a proceeding in the name Respondent and others confirming the possession of land gifted to them and the Respondent also applied for RERA license with fraudulent documents/partial documents and obtained RERA registration bearing No.P02400004849 on 23rd August 2022.

9. In light of the said circumstances, the Complainant prayed as follows:

- a. *Pass an order declaring any third party rights created if any on the plots spread over the said property as null and void-ab-initio, and to direct the Respondent to return the payments made if any to the respective buyers;*
- b. *Pass orders to direct appropriate authority to enquire and investigate into all the fraudulent, unfair and deceptive practices committed by the Respondent in cheating the prospective buyers and punish them as per law;*
- c. *Pass orders for Revocation of the registration granted to respondent cum promoter under section 5 of RERA Act under the grounds of the said act clause (a) of sub-section (1), clause (b) of sub-section (1) and clause (d) of sub-section (1) under Section 7;*

- d. Pass order directing Respondent to pay penalty to the maximum possible extent which is upto Rs.39,37,000/- under Section 61;
- e. In accordance with section 61 of the act, Complainant prays the authority to penalise the respondent to the maximum possible extent which is 5% of the estimated cost of real estate project value which translates into penalty of Rs.39,37,000/-.

Observations and Directions of the Authority:


10. This Authority has perused the material on record and heard the contentions raised by the Counsel for Complainants. On the date of hearing, the Authority questioned the Counsel as to what the locus of the Complainant is to file the present Complaint. In response to the same, the Counsel submitted that he is filing this Complaint in the capacity of the “public” in order to protect the interests of the allottees, which argument, this Authority is not convinced with.

11. The material on record shows that the Complainants are “investors” in a property who sought to purchase portion of the land from the Respondent. The Respondent, allegedly, did not perform the said alleged Agreement of Sale executed in favour of the Complainants and proceeded to obtain competent authority permission and subsequently registered the property with this Authority. Undoubtedly, after perusing relevant documents submitted by the Respondent, was the registration granted to the Project in accordance with the provisions of the Act, 2016 and the Rules thereunder.

12. In such a scenario, it is clear that the Complainants have failed to bring any material/contention on record to show any violation of their rights

protected under the Act in respect of the duties to be performed by the promoter i.e., the Respondent, more specifically enumerated under Section 11(4) of the Act, 2016. Therefore, the locus of the Complainants in filing the present complaint praying for revocation of registration amongst other reliefs is questionable. The reliefs prayed for by the Complainants are not maintainable as the Complainants cannot be termed as “aggrieved” persons under Section 31 read with Section 2(zg) of the Act, 2016 for the aforementioned reasons.

13. Therefore, it is held that the Complainants do not have any locus to file the present case for not being “aggrieved” under the provisions of the Act, 2016 and therefore the Complainants are not entitled to any reliefs as prayed for. Consequently, the present Complaint is dismissed.

The logo for TS RERA (Telangana State Real Estate Regulatory Authority) is centered in the background. It features a stylized figure of two people in pink and blue, with the text 'TS RERA' in large pink letters and 'TELANGANA STATE REAL ESTATE REGULATORY AUTHORITY' in smaller pink letters below it. A circular seal of the authority is also visible behind the text.

Sd/- Sd/-

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Sri K. Srinivasa Rao,
Hon'ble Member,
TS RERA

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Sri Laxmi Narayana Jannu,
Hon'ble Member,
TS RERA