

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 618 of 2025

25th August, 2026

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

Between:

Venkata Sudheer Kumar

*(Flat No -103, Sigma pride apartment,
new friends colony, Chandanagar,
Hyderabad -500050)*

...Complainant

Versus

M/s. Vasavi Realtors LLP,

*Rep. by Vijay Kumar Yerram,
(4th Floor, Vasavi Corporate Building, Amrutha Valley Apartments,
Road No. 12, Banjara Hills, Hyderabad, Telangana – 500034)*

... Respondent

The present complaint filed by the Complainant detailed hereinabove came up for hearing before this Authority in the presence of the Complainant and the learned counsel for the Respondent, Sri D. Madhav Rao and 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 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”) seeking appropriate relief(s) against the Respondent.

A. Brief facts of the case as stated by the Complainant in Form M:

3. The Complainant submitted that he booked Flat No. WT070602 in the project namely “Vasavi Lake City West”, situated at Hafeezpet, developed by the Respondent, bearing RERA Registration No. P02500001819. The booking was made on 22.07.2020, and thereafter, the Complainant entered into an Agreement of Sale dated 24.09.2021 with the Respondent for a total sale consideration of Rs.75,94,465/- (Rupees Seventy-Five Lakhs Ninety-Four Thousand Four Hundred and Sixty-Five Only). The Complainant submitted that he regularly made

payments as demanded by the Respondent and has paid approximately 80% of the total sale consideration, with the last instalment having been paid on 30.09.2023.

4. The Complainant further submitted that, as per the terms of the Agreement of Sale, the Respondent undertook to complete the construction and hand over possession of the subject flat in August 2023, with a grace period of six months. However, despite expiry of the agreed period including the grace period, the Respondent failed to complete the construction and hand over possession of the subject flat. The Complainant repeatedly followed up with the Respondent regarding the progress of the project and the expected date of possession; however, the Respondent continued to postpone the possession date by two or three months on each occasion without making corresponding progress at the project site.

5. The Complainant further submitted that despite repeated requests and follow-ups, the Respondent failed to provide any definite timeline for completion and handing over possession of the subject flat. According to the Complainant, the construction work at the project site remained stalled/significantly delayed and the Respondent continued to provide vague and misleading updates regarding the progress of the project without transparently communicating the reasons for the delay. The Respondent also allegedly revised the possession timeline on multiple occasions without providing any valid justification, thereby leaving the date of possession uncertain.

6. The Complainant submitted that due to the prolonged delay in handing over possession, he has suffered financial hardship as he is compelled to simultaneously service the home loan EMIs and pay rent for his present residence. The continued uncertainty regarding possession has also caused considerable stress and required the Complainant to expend substantial time, effort and money in repeatedly following up with the Respondent. The Complainant further stated that the uncertainty in the possession timeline has affected his ability to plan his children's education and secure a nearby school. The Complainant has also alleged that he observed differences in the dimensions of the subject flat.

B. Relief(s) sought:

7. In view of the facts mentioned above, the Complainant have sought for the following reliefs:

- a. *To direct the Respondent to complete the project within a specified timeline and hand over possession of Flat No. WT070602 in "Vasavi Lake City - West Wing" forthwith,*

and to pay interest on the amounts paid by the Complainant for the delay in handing over possession from August 2023 till the actual date of possession, in accordance with the provisions of the RE(R&D) Act.

- b. To direct the Respondent to pay appropriate compensation for the delay in handing over possession, mental stress, financial loss and expenses incurred towards rent for alternative accommodation, and also to compensate the Complainant in respect of the kitchen platform which the Respondent had agreed to compensate in lieu of providing the same, but for which the amount/manner of compensation has not been specified.*
- c. To direct the Respondent to pay appropriate compensation for the alleged difference in the dimensions of the rooms/subject flat and to impose appropriate penalty upon the Respondent for violation of the provisions of the RE(R&D) Act.*

C. Counter filed by the Respondent:

8. The Respondent contended that the complaint is not maintainable as the Complainant neither invoked the dispute resolution mechanism under the Agreement of Sale nor issued a prior legal notice. The Respondent also alleged suppression of material facts and denied liability.

9. The Respondent attributed the delay in completion of the project to the COVID-19 pandemic, particularly the large-scale migration of labourers and other consequential factors affecting construction. It further contended that the allegations in the complaint are baseless, unsupported by evidence, and intended only to harass the Respondent and seek unwarranted relief.

10. The Respondent further contended that the complaint is false, without any legal or factual basis, and liable to be dismissed. It submitted that every effort is being made to complete the project and hand over possession of the flats to all allottees, irrespective of the filing of the present complaint.

D. Points for Consideration:

11. Upon a careful perusal of the record and the submissions advanced by both parties, oral as well as written, this Authority is of the view that the following issues arise for determination in the present complaint:

- I. Whether the present complaint is maintainable before this Authority?
- II. Whether the Complainant is entitled to the reliefs as prayed for?

E. Observations of the Authority:

12. The present complaint arises from the same project Vasavi “Lake City West” (RERA Reg. No. P02500001819) developed by the very same Respondent in respect of which this Authority has already rendered a detailed order in Complaint No. 134 of 2025 (Raju Burnwal & anr. v. M/s. Vasavi Realtors LLP, dated 02.09.2025). In that order, this Authority examined, at length, all the material contentions raised by this Respondent including maintainability, the Covid-19 force majeure plea, the effect of regulatory extensions of registration, the Respondent's unilateral revision of possession timelines, and the allottees entitlement under Section 18 of the RE (R&D) Act, and returned clear and considered findings on each of the contentions. As the facts, contentions, and legal issues in the present complaint are, in all material respects, identical to those already adjudicated, this Authority finds no reason to depart from the reasoning set out in that order. The findings therein are adopted and applied in their entirety to the present case as well.

13. Accordingly, with regard to the objection as to maintainability, the dispute resolution clause in the Agreement of Sale is merely directory and cannot curtail the statutory remedies available under the RE(R&D) Act, as held in Complaint No. 134 of 2025. Hence, the objection about maintainability of the complaint raised by the Respondent is rejected.

14. On the merits, as can be gathered from the case record it is obvious that the Respondent executed the said Agreement of Sale after the Covid-19 pandemic had substantially subsided, with a specific, voluntary commitment to hand over possession by 31.08.2023 with six months of grace period. Having consciously undertaken this commitment with full knowledge of prevailing conditions, the Respondent cannot now invoke Covid-19 as a retrospective force majeure defence. As established in Complaint No. 134 of 2025, the Authority rejected the Respondent's Covid-19 defence, holding that the said Agreement of Sale was executed with full awareness of the pandemic and a committed possession date (inclusive of grace period). Having knowingly undertaken this obligation, the Respondent cannot retrospectively invoke Covid-19 to justify the delay. Relying on Neelkamal Realtors Suburban Pvt. Ltd. v. Union of India [2017 SCC OnLine Bom 9302], the Authority held that promoters must provide realistic

timelines and remain bound by their contractual and statutory commitments under RERA. Accordingly, the plea of force majeure is untenable and liable to be rejected, as it amounts to an impermissible attempt to evade the Respondent's contractual and statutory obligations under RERA.

15. Similarly, the regulatory extensions of RERA registration obtained by the Respondent, and any revised possession timelines uploaded on the TG RERA portal, do not bind the Complainant and cannot dilute their contractual and statutory rights. As held in Complaint No. 134 of 2025, following the Bombay High Court in Neelkamal Realtors Suburban Pvt. Ltd. v. Union of India [2017 SCC OnLine Bom 9302], the date of possession as stipulated in the Agreement of Sale shall prevail.

Point II

16. The record establishes that the Complainant has paid Rs. 59,41,008/- + Rs.14,85,000/- aggregating to Rs.74,26,008/- (including GST), against the total sale consideration of Rs.70,72,800/- as stipulated under the Agreement of Sale, thereby having paid an amount in excess of the agreed sale consideration and substantially fulfilling his contractual obligations. This aspect is neither denied nor disputed by the Respondent, while it remains undisputed that possession has not yet been handed over to the Complainant. The Respondent's contention that the Complainant bears residual payment arrears cannot afford it any shield, as held by the Hon'ble Supreme Court and affirmed by this Authority in the order in Complaint No. 134 of 2025, wherein it was held that a promoter in default cannot attribute its own breach to the allottee to avoid liability.

17. In view of the above, this Authority holds that the Respondent is in clear breach of both its contractual obligations under the Agreement of Sale and its statutory obligations under Section 11(4)(a) of the RE(R&D) Act. The Complainant, having chosen to remain in the project, is entitled as a matter of statutory right under the proviso to Section 18(1) of the RE(R&D) Act to interest for every month of delay from 01.03.2024 (i.e., the day following expiry of the agreed possession date of 31.08.2023 along with the six-month grace period) until actual handing over of lawful possession. Insofar as compensation for mental agony, financial loss, rent paid for alternative accommodation, compensation in lieu of the kitchen platform, and the alleged difference in the dimensions of the subject flat is concerned, the Complainant is at liberty to pursue such relief before the Adjudicating Officer under Section 71 of the RE(R&D) Act, 2016 by filing Form 'N'.

18. This Authority takes note, with grave concern, that over fifty complaints have already been received against this same Respondent arising from the same project. Such a systemic pattern of default, repeated false assurances, and disregard for the statutory framework strikes at the very foundation of homebuyer confidence. The RE(R&D) Act was enacted as a beneficial legislation to protect innocent homebuyers, and this Respondent's conduct is in gross derogation of that mandate. Any further default, non-compliance, or grievance brought by allottees will invite proceedings under Section 63 of the RE(R&D) Act, 2016.

F. Directions of the Authority:

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

- a) The preliminary objection raised by the Respondent regarding the maintainability of the Complaint on account of the Dispute Resolution Clause in the Agreement of Sale stands rejected. The complaint is maintainable before this Authority.
- b) The Respondent's reliance on the Covid-19 pandemic as a ground of force majeure is held untenable, since the Agreement of Sale was executed during the subsiding of the pandemic and with full knowledge of the prevailing circumstances.
- c) The extension of registration taken by this Respondent cannot dilute the contractual rights of the Complainant under the Agreement of Sale. The date of possession as stipulated in the Agreement shall prevail.
- d) The Respondent is held liable for failure to hand over possession of the subject flat by the agreed date i.e., 31.08.2023, with a grace period of six months.
- e) The Complainant is entitled to interest at the rate of 10.70% per annum (being SBI MCLR + 2% as per Rule 15 of the TG RE(R&D) Rules, 2017, as currently applicable), computed on the amounts actually paid by the Complainant, with effect from 01.03.2024 until actual handing over of lawful possession. The exact computation shall be subject to verification of such payments by the Respondent at the stage of effecting payment. 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.

f) Insofar as compensation is concerned, the Complainant is at liberty to pursue appropriate proceedings before the Learned Adjudicating Officer under “Form N”.

g) The Respondent is hereby directed to complete the project forthwith and hand over possession to the Complainant within the statutory timelines.

20. Having regard to the repeated defaults and the large number of complaints already pending against this Respondent in the same project, this Authority sternly warns the Respondent that any further delay, non-compliance, or grievance brought to notice by allottees shall attract section 63 of the RE(R&D) Act, 2016.

21. The Complaint is accordingly allowed in part, in terms of the above directions.

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

23. As a result, the Complaint is disposed of accordingly. 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**

