**BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY**

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

**Complaint No. 621 of 2025**

**25th August, 2026**

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

**Between:**

**1. Sikakolli VVPM Pramod**
**2. Chebrolu Jayasri**
*(Flat No. 201, Chattwal Palace, Annapurna Enclave,*
*Chanda Nagar, Hyderabad – 500050)*

**…Complainants**

**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 Complainants detailed hereinabove came up for hearing before this Authority in the presence of the Complainants 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 Complainants 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 Complainants in Form M:***

3. The Complainants submitted that they entered into an Agreement of Sale dated 04.12.2020 with the Respondent in respect of Flat No. 071205 in the project namely "Vasavi Lake City West", situated at Hafeezpet, bearing RERA Registration No. P02500001819. As per the terms of the Agreement of Sale, the Respondent undertook to complete the construction and hand over

possession of the subject flat on or before August 2023. The Complainants submitted that they purchased the subject flat based on the promotional representations and assurances made by the Respondent's sales personnel regarding timely completion and delivery of possession in the year 2023.

4. The Complainants further submitted that they regularly made payments against the demand letters raised by the Respondent without any delay. The last demand was raised in November 2023, upon which approximately 80% of the consideration stood paid, with the remaining 20% stated to be payable at the stage of flooring and possession. However, despite expiry of the agreed possession timeline, the Respondent failed to complete the construction and hand over possession. The Complainants stated that there was minimal progress in their tower for nearly two years. Thereafter, in June 2025, the Respondent allegedly asked the Complainants to proceed with registration and assured that possession would be handed over within 15 days thereafter. Subsequently, the Respondent further revised the possession timeline to 31.12.2025.

5. The Complainants further submitted that they regularly followed up with the Respondent regarding the delay and completion of the project. Meetings were held with the Respondent on 08.09.2024, 23.11.2024, 07.02.2025 and 23.08.2025, and the minutes of the said meetings, stated to have been signed by the Respondent, have been placed on record. Despite such repeated follow-ups and assurances, the Respondent failed to hand over possession within the agreed timeline, thereby causing continued uncertainty regarding completion of the project.



6. The Complainants further submitted that they purchased the subject flat under a Pre-EMI scheme by paying an additional amount of Rs.400/- per sq. ft., under which the Respondent was stated to be liable to bear the interest amount until handing over possession. However, according to the Complainants, the Respondent paid the said amount only up to March 2024 and thereafter discontinued the payments. Upon being approached, the Respondent allegedly represented that the outstanding amount would be adjusted against the final payment. Despite requests made through email and in person to adjust the said amount against the subsequent payment liability, the Respondent failed to respond. In view of the continued delay and minimal progress at the project site, the Complainants stated that they have lost confidence regarding timely completion and possession of the subject flat, the quality of construction, and payment/adjustment of the outstanding amount under the Pre-EMI scheme.

***B. Relief(s) sought:***

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

*a. To direct the Respondent to hand over possession of the subject flat at the earliest, considering the delay of more than 28 months, on account of which the Complainants have suffered financial loss by paying rent for their current residence as well as home loan EMIs, besides facing difficulty in planning their children's education and finding a nearby school due to the uncertainty regarding the possession date.*

*b. To direct the Respondent to pay the EMIs until handing over possession as agreed under the Agreement of Sale, which the Respondent has failed to pay from April 2024 onwards, and to return the additional amount paid by the Complainants towards the Pre-EMI plan along with interest.*

*c. To direct the Respondent to pay appropriate compensation for the expenses incurred due to the repeated assurances regarding delivery, including rent paid for alternative accommodation, delay, mental stress and the efforts made in regularly following up with the Respondent during the last 28 months. Further, to direct the Respondent to pay the compensation agreed at Rs.20/- per sq. ft. from March 2025 to November 2025 and Rs.27/- per sq. ft. from December 2025 until handing over possession, along with interest from February 2024 (i.e., August 2023 plus six months' grace period).*

**C. Counter filed by the Respondent:**

8. The Respondent contended that the complaint is not maintainable as the Complainants 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 Complainants are 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. 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 Complainants 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 Complainants have paid Rs.8,51,760/- + Rs.51,10,560/-, aggregating to Rs.59,62,320/-, out of the total sale consideration of Rs.81,12,000/-, i.e., approximately 73 % of the agreed consideration, thereby substantially fulfilling their 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 Complainants. The Respondent's contention that the Complainants bear 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(s) 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 Complainants, having chosen to remain in the project, are 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, Pre-EMI amounts and any assured compensation amounts promised by the Respondent is concerned, the Complainants are 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.

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| **Sd/-** | **Sd/-** |
| **Sri. K. Srinivasa Rao,**<br>**Hon'ble Member,**<br>**TG RERA** | **Sri. Laxmi Narayana Jannu,**<br>**Hon'ble Member,**<br>**TG RERA** |