

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 625 of 2025

25th August, 2026

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

Between:

Mr. Nalam Vennkata Naga Tripura Surya Kishore

*(Flat No. 701, Tower 19, Prajay Metropolis Apartments,
KPHB 13th Phase Road, Near Indu Fortune Fields,
Kukatpally, Hyderabad- 500 072)*

...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. W050506 in the project namely “Vasavi Lake City”, situated at Hafeezpet, developed by the Respondent, on 11.01.2021, by paying an amount of Rs.5,00,000/- through ICICI Bank Cheque No. 004986. Thereafter, the Complainant paid a further amount of Rs.22,71,150/- on 08.02.2021 through ICICI Bank Cheque No. 004987 and subsequently entered into an Agreement of Sale dated 20.09.2021 with the Respondent. As per the Agreement of Sale, possession of the subject flat was stipulated to be handed over in August 2023, with a grace period of six months.

4. The Complainant further submitted that he availed a housing loan from Bank of Baroda against the Agreement of Sale and regularly made payments in accordance with the stage-wise demand notices raised by the Respondent. According to the Complainant, he has paid approximately 80% of the apartment cost without any delay, and the last demand notice towards 80% payment was raised on 28.04.2023. However, despite substantial payment and expiry of the agreed possession timeline along with the grace period, the Respondent failed to hand over possession of the subject flat.

5. The Complainant further submitted that despite repeated follow-ups, the Respondent failed to provide any definite commitment regarding completion and handing over possession of the subject flat along with the promised amenities. The Complainant stated that several meetings were held with the Respondent from August 2024 onwards, during which revised assurances regarding possession were given; however, the same were not adhered to. The Complainant further alleged that the Respondent sought to rely upon regulatory extensions granted on account of the Covid-19 pandemic to justify the delay and avoid liability arising from delayed possession.

6. The Complainant submitted that due to the prolonged delay in handing over possession, he continues to reside in rented accommodation and incur rent and maintenance expenses, while simultaneously servicing substantial home loan EMIs. The repeated failure of the Respondent to adhere to the promised possession timelines has caused the Complainant considerable financial burden and emotional distress, particularly as the agreed possession timeline has long since expired.

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 provide a clear and definite date for handing over possession of the subject flat with all promised amenities and specifications as stipulated under the Agreement of Sale, and to pay appropriate interest with penalty for the delay in handing over possession in accordance with the provisions of the RE(R&D) Act.*
- b) *To direct the Respondent to compensate the Complainant for any deviations from the agreed plan under the Agreement of Sale and for any deviations from the specifications stipulated in Schedules D and E thereof.*

- c) *To direct the Respondent not to raise any additional payment demands without obtaining the Occupancy Certificate and to adjust the interest and penalty payable on account of delayed possession, as may be determined under the RE(R&D) Act, against the future payment demands without imposing any conditions.*

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. Rejoinder filed by the Complainant:

11. The Complainant, in their rejoinder, denied the allegations and averments made in the counter filed by the Respondent and contended that the Respondent had neither provided a firm timeline for completion of the project nor obtained the Occupancy Certificate (OC) or made a lawful offer of possession, thereby attracting the provisions of Section 18 of the Real Estate (Regulation and Development) Act, 2016.

E. Points for Consideration:

12. 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?

F. Observations of the Authority:

13. 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.

14. 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.

15. 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.

16. 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

17. The record establishes that the Complainant has paid Rs.1,10,84,589/- out of the total sale consideration of Rs.1,31,95,950/- as stipulated under the said Agreement of Sale and evidenced by the payment receipts enclosed on record, i.e., approximately 84% of the agreed sale consideration, thereby 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.

18. 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'.

19. 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.

G. Directions of the Authority:

20. 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.

21. 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.

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

23. 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.

24. 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**

