

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

Complaint No. 658 of 2025

Dated: 25th August, 2026

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

1.Krishna Chaitanya Ganugupati

2.Bodapati Pavani

*(H.No 14-81/69/4, Plot No 337, Phase-1,
Raghavendra Colony, Beeramguda, Hyderabad -502032)*

...Complainants

Versus

M/s. Vasavi Realtors LLP,

*Rep. by its Designated partner, Vijay Kumar Yerram,
(H.No.8-2-703/7/1 and 8-2-703/7/1/A,
4th Floor, Vasavi Corporate Building, Amrutha Valley Apartments,
Road No. 12, Banjara Hills, Hyderabad, Telangana – 500034.)*

... Respondent

The present complaint is filed by the Complainants mentioned herein above, came up for hearing before this Authority in the presence of the Complainant in person and counsel for the Respondent, 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. A brief facts of the case as stated by the Complainants in Form M:

3. The Complainant submits that in March 2024, he purchased a flat in the Vasavi Lake City project, placing reliance on the builder's advertisements, website representations, and personal assurances extended by its marketing personnel. The project was promoted as a well-planned and timely development, and the Complainant was specifically assured that possession of the flat would be handed over by August 2024.

4. Accordingly, the Complainant made all payments as per the agreed schedule, funded through his personal sources as well as a bank loan, commencing from March 2024. Upon final

disbursement of the bank loan, the flat was contracted to be handed over by August 2024. However, notwithstanding repeated assurances, the project has been subjected to continuous and unjustified delays. As of September 2025, possession has not been handed over. The Respondent has offered no cogent explanation for the delay, and every inquiry made by the Complainant has been met with vague responses and revised timelines none of which have been honoured. This sustained uncertainty has caused the Complainant financial distress and has materially disrupted his personal and investment plans, particularly given that the substantial majority of the agreed consideration has already been paid

5. The Complainant submits that as on August 2025, the construction was still incomplete. And there has been little to no visible progress at the project site, despite multiple follow-ups, the Respondent has failed to provide any definitive timeline or formal communication regarding the project's completion. This continued lack of clarity and accountability has raised serious concerns regarding the builder's intent and ability to deliver the project.

6. The Complainant further submits that as of August 2025, the construction of the said project remains incomplete, with little to no visible progress at the project site. Despite multiple follow-ups, the Respondent has failed to furnish any definitive timeline or formal communication regarding the likely date of completion of the project. This continued lack of clarity and accountability has raised serious concerns regarding the Respondent's intent and capacity to deliver the project as contracted

7. The Complainant submits that the ongoing delay in handing over possession constitutes a clear and continuing violation of the provisions of the Real Estate (Regulation and Development) Act, 2016. Under the Act, a promoter is legally obligated to deliver possession of a flat within the timeline stipulated in the Agreement for Sale. In the present case, the Respondent has failed to meet the committed deadline and has not furnished any valid justification for the delay, notwithstanding the fact that approximately 90% of the total flat cost has already been collected from the Complainant

8. This unjustified delay has placed a considerable financial burden on the Complainant, particularly in the form of continuing interest obligations on the bank loan, without the Complainant having been able to take possession of or derive any benefit from the property. The prolonged uncertainty, absence of transparency, and persistent lack of accountability on the part of the Respondent have caused the Complainant significant financial hardship as well as mental and emotional distress and the Complainant request to direct the Respondent to

disclose a clear and realistic timeline for completion and handing over of possession; and award appropriate financial compensation for the delay in possession and the attendant hardships suffered by the Complainant.

B. Relief(s) sought:

9. In the above facts and circumstances of the case, the Complainants most respectfully pray that this Hon'ble Authority may be pleased to:

- 1. Direct the Respondent to complete the construction within a fixed timeline and hand over possession of my flat in a liveable condition, as most of the payment is already made.*
- 2. Direct the Opposite Party to pay interest for delayed possession on the entire amount paid by the Complainants from the promised possession date till actual handover of possession.*
- 3. Direct the Opposite Party to compensate the Complainants for financial losses and mental agony*

C. Counter filed by the Respondent:

10. The Respondents submitted that the present complaint is not maintainable either in law or on the facts, as the Complainants failed to invoke the dispute resolution mechanism under the Agreement of Sale and did not issue any prior legal notice before filing the complaint.

11. The Respondent submitted that they lawfully developed the "Vasavi Lake City West" project after obtaining development rights and all necessary approvals, including building permission and RERA registration. They admitted allotment of Flat No. E040204 to the Complainants under an Agreement of Sale for Rs. 1,00,73,250/-.

12. The Respondent further submitted that the delay in completion of the project was caused due to force majeure circumstances arising out of the COVID-19 pandemic, nationwide lockdowns, shortage and migration of labour workforce, disruption in construction activities, project site was layered with rocky site and litigations filed by third parties concerning the project, including RERA Case No. 190/2020, W.P. No. 2694 of 2021, W.P. No. 1389 of 2022, W.P. No. 34343 of 2023, W.A. No. 584 of 2023, SLP Nos. 9694-9695 of 2023, and W.P. No. 26301 of 2024.

13. The Respondents relied upon the orders passed by the Hon'ble Supreme Court in *Suo Motu Writ Petition No. 3 of 2020* extending limitation periods during the pandemic and contended that such extensions were applicable to the project timelines as well.

14. The Respondents stated that the Complainants were periodically informed about the project progress and revised timelines, denied allegations of false promises or deviations, and claimed that over 80% of the construction was completed. They further submitted that registration and balance payment communications had been issued, they remained committed to early possession, and therefore sought dismissal of the complaint.

E. Points for Consideration:

15. 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:

1. Whether the present complaint is maintainable before this Authority?
2. Whether the Complainants are entitled to the reliefs as prayed for?

F. Observations of the Authority:

16. The present complaint arises from the same project, Vasavi Lake City East (RERA Reg. No. P02500001821), 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. 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.

17. Accordingly, the objection as to maintainability is rejected. 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.

18. On the merits, the Respondent executed the Agreement of Sale in the year 2024 well after the Covid-19 pandemic had substantially subsided with a specific, voluntary commitment to hand over possession by 31.08.2024. 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, such reliance is wholly untenable and amounts to giving false assurances with mala fide intent.

19. 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.

20. The Complainants have claimed to have paid approximately 90% of the total sale consideration of Rs 1,00,73,250/-However, no documentary evidence in support of such payment, including payment receipts, bank statements, or any other contemporaneous proof, has been placed on record before this Authority. As per the available records, the amount admitted is Rs. 21,15,383/-, which constitutes approximately 25% of the total consideration. In the absence of proof of payment beyond the admitted amount, this Authority is unable, at this stage, to compute or grant interest on delayed possession. The Complainants are accordingly granted liberty to establish their actual payments towards the sale consideration by producing relevant documentary proof, including receipts, bank transaction records, or other contemporaneous evidence, before the Respondent within sixty days from the date of this Order. The Respondent shall verify such proof and communicate its findings to the Complainants within thirty days thereafter. If the Complainants establish payment of the claimed 90% of the total sale consideration, or such higher amount as is proved, they shall be entitled to interest from the date of failure to hand over the agreed possession under the proviso to Section 18(1) of the RE(R&D) Act, 2016, on the amount so established. Until such time, the relief of interest on delayed possession stands deferred.

21. With regard to any non-payment of the balance consideration in accordance with the agreed payment schedule is concerned, this Authority notes that any default on the part of the Complainants, if established, would entitle the Respondent to claim interest on the delayed amounts as provided under Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017. However, such a claim shall be substantiated by valid documentary evidence demonstrating that the default is aligned with the actual stage-wise progress of construction, and shall not rest on unilateral assertions of the Respondent alone.

22. Insofar as compensation for mental agony, financial loss, and any assured compensation amounts promised by the Respondent are concerned, the Complainants are at liberty to pursue such relief before the Adjudicating Officer under Section 71 of the Act by filing Form 'N'.

23. 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 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:

24. 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 after 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 Complainants are granted liberty to establish their actual payments towards the sale consideration by producing relevant documentary proof, including receipts, bank transaction records, or other contemporaneous evidence, before the Respondent within sixty days from the date of this Order. The Respondent shall verify such proof and communicate its findings to the Complainants within thirty days thereafter. If the Complainants establish payment of the claimed 90% of the total sale consideration, or such higher amount as is proved, they shall be entitled to interest from the date of failure to hand over the agreed possession under the proviso to Section 18(1) of the RE(R&D) Act, 2016, on the amount so established.

e) If the Complainants failed to pay the balance consideration strictly in accordance with the agreed payment schedule. In the event of any default in adhering to such schedule, the Respondent shall be at liberty to claim interest on the delayed amounts, as provided under Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017. However, such a claim shall be substantiated by valid documentary evidence demonstrating that the default is aligned with the actual stage-wise progress of construction, and not merely on the basis of unilateral assertions.

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

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

25. 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 invite section 63 of the RE(R&D) Act, 2016.

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

27. 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.

28. As a result, the Complaint is disposed of accordingly. No order as to costs.

Sd/-

**Sri. Laxmi Narayana Jannu,
Hon'ble Member,
TG RERA**

Sd/-

**Sri. K. Srinivasa Rao,
Hon'ble Member,
TG RERA**