

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

Complaint No. 669 of 2025

Dated: 25th August, 2026

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

Johnson Kunnel Joseph

*(Flat no 4407, Block A, Pranavas Lotus park, Safari Nagar,
Kondapur Hyderabad Telangana - 500084)*

...Complainant

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 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. It is submitted that the Complainant, Sri Johnson Kunnel Joseph, entered into an Agreement of Sale dated 29.04.2022 with M/s. Vasavi Realtors LLP, represented by its Designated Partner, Sri Vijay Kumar Yerram, for purchase of Flat No. W71202 in the project “Vasavi Lake City West”, Hafeezpet, registered under RERA Registration No. P02500001819 and the Complainant submitted that he decided to purchase the subject flat upon being influenced by the advertisements, promotional campaigns and representations made by the Respondent and its sales personnel regarding the project. According to the Complainant, the

Respondent represented that the project would be completed and possession of the subject flat would be handed over within the stipulated timeframe.

4. The Complainant states that, as per the terms of the Agreement of Sale, the Respondent agreed to hand over possession of the subject flat on or before August, 2024 and the Complainant has been making payments towards the sale consideration in accordance with the demand letters raised by the Respondent and has not committed any default in payment. According to the Complainant, the Respondent raised the last demand letter in September, 2023, pursuant to which the Complainant paid an amount of Rs.75,30,768/- (Rupees Seventy-Five Lakhs Thirty Thousand Seven Hundred and Sixty-Eight only), constituting approximately 80% of the total sale consideration of Rs.95,81,485/- (Rupees Ninety-Five Lakhs Eighty-One Thousand Four Hundred and Eighty-Five only).

5. The Complainant contends that despite expiry of the agreed possession timeline in August, 2024, possession of the subject flat was not handed over by the Respondent. It is alleged that upon follow-up by the Complainant, the Respondent informed that possession would be delivered by February, 2025, citing a delay of approximately six months from the originally committed possession date.

6. The Complainant submitted that the Respondent subsequently communicated revised possession schedules on multiple occasions. According to the Complainant, possession was thereafter indicated to be handed over by 21.03.2025. The Complainant further alleges that promotional material was published in Newspaper stating that possession would commence from March, 2025 and the Complainant states that during a meeting held on 07.02.2025, the Respondent communicated another revised possession date of 18.06.2025. Thereafter, on 23.08.2025, the Respondent is stated to have communicated a further revised possession date of 31.12.2025.

7. The Complainant contends that despite repeated assurances and revised timelines, possession of the subject flat has not been handed over. According to the Complainant, the progress observed at the project site does not inspire confidence regarding completion of the project within the latest timeline communicated by the Respondent.

8. The Complainant further submitted that he has been regularly following up with the Respondent regarding the status of the project and delivery of possession. The Complainant states that several meetings were held with the representatives of the Respondent, including

major meetings on 08.09.2024 and 23.11.2024, and that minutes of the said meetings were recorded and signed by the representatives of the Respondent.

9. The Complainant, aggrieved by the continued delay in handing over possession of the subject flat despite substantial payment of the sale consideration and repeated assurances regarding completion, has approached this Authority seeking appropriate relief under the provisions of the Real Estate (Regulation and Development) Act, 2016.

B. Relief(s) sought:

10. 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 at the earliest.*
- 2. Direct the Opposite Party to pay interest for delayed possession on the entire amount paid by the Complainants from the promised possession date, i.e., August 2024, 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:

11. The Respondents submitted that the present complaint is not maintainable either in law or on 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.

12. 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. W71202 to the Complainants under an Agreement of Sale for Rs. 89,65,200/-. The Respondents further stated that Clause 7.1 of the Agreement provided for possession by 31.08.2024 with a six-month grace period and protected the developer against force majeure delays.

13. The Respondent 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.

14. 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.

15. 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.

D. Points for Consideration:

16. 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?

E. Observations of the Authority:

17. 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. 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.

18. 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.

19. On the merits, the Respondent executed the Agreement of Sale in the year 2022, well after the Covid-19 pandemic had substantially subsided, with a specific, voluntary commitment to hand over possession by 31.08.2024 with six months' 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, such reliance is wholly untenable and amounts to giving false assurances with mala fide intent.

20. 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.

21. The record establishes that the Complainant approximately paid Rs. 75,30,768/- out of a total sale consideration of Rs. 89,65,200/-, fulfilling his contractual obligations, yet possession has not been handed over. 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 in the order of Complaint No. 134 of 2025, a promoter in default cannot place its own breach at the feet of the allottee to avoid liability.

22. 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 01.03.2025 (i.e., the day following expiry of the agreed possession date of 28.02.2025) until actual handing over of lawful possession. 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 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:

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 Respondent is held liable for failure to hand over possession of the subject flat by the agreed date, i.e., 28.02.2025 (inclusive of grace period).

e) The Complainants are 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), computed on the amounts actually paid by the Complainants, with effect from 01.03.2025 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 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**

