

**BEFORE THE ADJUDICATING OFFICER,  
TELANGANA REAL ESTATE REGULATORY AUTHORITY,  
HYDERABAD.**

Dated, this the 18<sup>th</sup> day of FEBRUARY, 2025.

Present:- Sri Syed Lateef-ur Rahman,  
Adjudicating Officer.

**C.C.P.No.25/2024/TG RERA**

**Between:**

- 1) Sri Marimuthu Krishnan S/o Muthuramalingam Marimuthu,  
aged: 47 yrs, Occ: Teacher, R/o H.No.A51 Ananda Nivas,  
Faculty Quarters, IIIT Hyderabad, Gachibowli, Hyderabad 500032.
- 2) Smt.Moumita Saharay W/o Marimuthu Krishnan, aged: 47 yrs,  
Occ: Teacher, R/o H.No.A51 Ananda Nivas, Faculty Quarters,  
IIIT Hyderabad, Gachibowli, Hyderabad 500 032.

...Complainants.

and

- 1) M/s.Fortune99homes Infra Pvt.Ltd., through its Managing Directors  
Sri Madhirala Rosi Reddy, Sri Kota Vijay Babu & Sri Dhanunjaya Ganjikunta,  
Regd.office: Cyber Heights, 1<sup>st</sup> and 2<sup>nd</sup> Floor, Road No.2, Banjara Hills,  
Beside NTR Trust Lane, Hyderabad 500034.
- 2) Sri Madhirala Rosi Reddy S/o M.Poli Reddy, Regd.office: Cyber Heights,  
1<sup>st</sup> and 2<sup>nd</sup> Floor, Road No.2, Banjara Hills, Beside NTR Trust Lane,  
Hyderabad 500034..
- 3) Sri Kota Vijaya Babu S/o Alfred, Regd.office: Cyber Heights, 1<sup>st</sup> and 2<sup>nd</sup> Floor,  
Road No.2, Banjara Hills, Beside NTR Trust Lane, Hyderabad 500034.
- 4) Sri Dhanunjaya Ganjikunta, Regd.office: Cyber Heights, 1<sup>st</sup> and 2<sup>nd</sup> Floor,  
Road No.2, Banjara Hills, Beside NTR Trust Lane, Hyderabad 500034.

...Respondents.

This complaint came up for hearing before me on 08.02.2025 for hearing in the presence of Sri Drupad Sangwan, Advocate for the complainants and the respondents remained *ex parte*; upon perusing the material papers available on record and after hearing and having stood over for consideration till this day, the following order is passed:

The present complaint has been filed u/s 31 of Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as 'the Act') read with Rule 35 of the Telangana State Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as 'the Rules') for award of compensation.

**CASE OF THE COMPLAINANT:**

**2(a).** The case of the complainant, as averred in the complaint, is that Fortune99 Homes., ie., Respondent No.1 represented themselves as sole and absolute owner and peaceful possessor of property land totalling Ac.7-22 Gts in Sy.Nos.654 and 655 situated at Nandivanaparthi village and Gram Panchayat, Yachram Mandal, Ranga Reddy District, as per Regd. Sale Deed document No.496/2021. The representatives of Respondent No.1 advertised their Project "Fortune Pharma City-1" as an investment opportunity. They approached the complainants and other allottees persuading them that the Project would be beneficial for their future. Following repeated calls and visits by the representatives of Respondent No.1, the complainants agreed to purchase plots in the Project. The complainants then selected 6 plots and agreed to purchase the same @ Rs.5,300/- per Sq.yard.

**2(b).** It is stated that on 11.08.2021 Respondent No.1 executed two Agreements of Sale in favour of Complainant Nos.1 and 2. The first agreement pertains to the sale of open Plot Nos.215 to 219 comprising 1000 Sq.yards in "Fortune99 Homes" venture in Sy.No.654 and 655 of Nandivanaparthi village and in land bearing Sy.No.144, 145, 153 and 154 of Nazik Singaram village and Gram Panchayat, Yacharam Mandal, Ranga Reddy District for a sale consideration of Rs.53,00,000/-. The second Agreement of Sale was executed for sale of open Plot No.182 admeasuring 200 Sq.yards within the same venture for a consideration of Rs.10,60,000/-. This resulted in a total sale consideration of Rs.63,60,000/- for the plots as outlined in two Agreements of Sale.

2©. It is further pleaded that in terms of said Agreements, the complainants made payments of Rs.3,00,000/- through Cheque No.466251, dt.31.07.2021, Rs.3,00,000/- through Cheque No.466252, dt.31.07.2021, Rs.8,00,000/- through Cheque No.466253 dt.03.08.2021, Rs.2,30,000/- through cheque No.466254 dt.11.08.2021, Rs.15,50,000/- through Cheque No.466255 dt.11.08.2021 and receipts acknowledging said payments have been issued by Respondent No.1 Company. The said total payment of Rs.31,80,000/- represents 50% of the total sale consideration as specified in two Agreements of Sale. It is then pleaded that despite the said substantial payments, the respondents failed to fulfil their contractual obligations by not registering the plots within the promised timeline.

2(d). In the meanwhile, the respondents altered the Project Layout from the original version proposed to the allottees. The Revised Layout raised several concerns among the allottees and the respondents compelled the complainants to purchase additional land increasing total area from 1200 Sq. yards to 1372.20 Sq. yards beyond what was originally proposed. It is stated that under the guise of finalizing registration, the respondents coerced the complainants to make additional payment of Rs.25,00,000/-, which was paid through three Cheques, viz., Rs.10,00,000/- through Cheque No.576782, dt.11.07.2022, Rs.10,00,000/- through Cheque No.576783 dt.14.07.2022 and Rs.5,00,000/- through Cheque No.576784 dt.14.07.2022. Despite receiving said payments, the respondents failed to proceed with the registration process as promised.

2(e), According to the complainants, when they sought clarification and attempted to assert their rights, they were subjected to mental and physical harassment by the Agents of Respondent No.1 causing immense distress and fear. The complainants also observed that

there was no little progress on the ground concerning the development of “Fortune Pharma City-1” Project. The lack of infrastructure such as roads, sewage systems and other essential amenities raised concerns about the ability of the Respondents to complete the Project as per initial time lines discussed.

2(f). The complainants further plead that the respondents had initially provided brochures and promotional material that showcased the “Fortune Pharma City-1” Project as a well planned and lucrative investment. However, the complainants later discovered that the actual Project did not match as per the representations made including discrepancies in the Layout, Plot size and overall Project quality. Later, the complainants learnt that the Project lacked certain statutory approvals required for legitimate sale and registration of plots. This was not disclosed by the respondents at the time of entering into Agreements of sale. On multiple occasions, the respondents assured registration of plots next week or soon. Such assurances were given verbally and via WhatsApp messages, yet they were never fulfilled.

2(g). It is further pleaded that in addition to immense mental and physical harassment caused to the complainants, the respondents and their Agents employed pressure tactics including veiled threats to coerce the complainants to accept altered terms of sale and make further payments. Such tactics created a hostile and intimidating environment for the complainants. As time passed, the respondents have become increasingly unresponsive to the inquiries and communications from the side of complainants. Phone calls, e-mails and even visits to the offices of respondents often went un-answered or were met with evasive responses, leaving the complainants without any clear recourse or information

about the status of their investment. All such situations made the complainants to firmly feel that the respondents acted with malicious intent and the investigation revealed that this was not an isolated incident and that cases vide Consumer Case No.184/2023 and Consumer Case No.666 of 2022 were filed before the District Consumer Disputes Redressal Commission-1, Hyderabad and the Commission found that the respondents failed to perform their duties leading to a deficiency in service.

2(h). At last, the complainants plead that they faced not only financial strain. but also social embarrassment due to the inability to repay borrowed funds, which effected relationships with family members and professional standing. The continuous harassment, uncertainty and financial strain took a significant emotional and psychological toll on the complainants. The stress has manifested in health issues, anxiety and a deteriorating quality of life further compounding the damages suffered due to the actions of the respondents. The complainants made several attempts to resolve the issues amicably including requesting mediation through multiple notices and personal meetings with the respondents. However, such efforts were either ignored or met with uncooperative behaviour forcing the complainants to seek formal legal course. The actions of the respondents have caused significant financial strain on the complainants, who have paid a total sum of Rs.56,80,000/- without receiving the plots or necessary registration documents. Furthermore, the complainants have suffered severe mental anguish, physical harm and reputational damage due to the continuous harassment, assault and inability to repay the borrowed money from the relatives.

2(i). It is further pleaded that complainant No.1 previously filed a complaint before this Authority. However, complainant No.1 subsequently withdrew the complaint seeking liberty to file a fresh complain with better particulars as per orders of this Authority.

2(j). Therefore, the complainants pray to award compensation of Rs.2,00,000/- towards financial losses incurred due to breach of contract; Rs.2,00,000/- towards mental anguish, physical harassment and reputational damage suffered by the complainant, as a direct result of the actions of the respondents, and Rs.50,000/- towards legal expenses.

3. After filing of case, notices were issued as evident from the docket on the addresses mentioned in complaint. The notices returned un-served with postal endorsement as "addressee left". Later, the complainants furnished present addresses of the respondents. Notices were again sent by RPAD to respondent Nos.1 to 4 for appearance and counter on 25.01.2025. The notices so sent returned with postal endorsement as "refused". Refusal of notices amount to sufficient service. Respondent Nos.1 to 4 called absent on 25.01.2025 and there is no representation. Hence, respondent Nos.1 to 4 have been set *ex parte*.

4. The complainant No.1 filed his affidavit in lieu of evidence. The complainants also got marked Exs.A1 to A11 in support of their case.

5. Heard learned Counsel for the complainants.

6. Now the Point for consideration is whether the complainants are entitled for compensation? And if so, to what amount?

7. **POINT:**

From the affidavit of the complainant No.1 and Exs.A1 to A11, the case as pleaded by the complainants in complaint about purchase of plots, entering into Agreements of Sale, payment of amounts and then failure of respondents to act as per Agreements of Sale and harassment and mental agony caused to the complainants get support from documentary evidence Exs.A1 to A9. The respondents have also refused to receive notices issued in the case and thus they did not prefer to attend the proceedings of the case and challenge the contentions raised by the complainants. The case of the complainants is unchallenged. In these circumstances, it has to be held that respondents, having entered into Agreements of Sale Exs.A1 and A2, and having received amounts as pleaded in complaint and supported by Exs.A3, A4 and A6 have failed to act upon on the terms and conditions of Agreements of Sale Exs.A1 and A2. Therefore, it is held that the complainants are entitled for compensation from the respondents.

8. Now the next question is as to for how much compensation the complainants are entitled. The complainants have claimed compensation under three (3) heads, viz., Rs.2,00,000/- (Rs.Two Lakhs only) in lieu of financial losses incurred due to breach of contract, Rs.2,00,000/- (Rs.Two Lakhs only) towards mental agony, physical harassment and reputational damage suffered by the complainants as a direct result of actions of the respondents; and Rs.50,000/- (Rupees Fifty Thousand only) towards legal expenses incurred for filing complaint.

9. The complainants have elaborately pleaded in complaint as to how they were made to proceed with purchase of plots, make payments and later made to suffer irrespective of their every attempt to see that the Agreements of sale are acted upon. They have also



pleaded in many ways as to how they were harassed mentally and physically by the respondents. A perusal of contents in complaint clearly goes to show that the acts of the respondents are very serious, as they could collect huge amounts from the complainants for sale of plots and later they did not respond compelling the complainants to file present case. It is common knowledge as to how a person to own a plot for house would invest his life earnings. It is the case of the complainants that they had to borrow amounts from others as pleaded in complaint. Having done so and having not got the plots agreed to be sold under Exs.A1 and A2 registered under sale deeds, how much mental agony and harassment the complainants might have suffered, which as a matter of fact cannot be weighed in money value. In these facts and circumstances and in view of the fact that the claim of the complainants is unchallenged and the circumstances mentioned in complaint as to how the respondents made the complainants to suffer financially, mentally and physically, I am of the considered view that the claim of the compensation made by the complainants under said first and second heads is just and reasonable, however, towards legal expenses, the grant of compensation at Rs.25,000/- (Rupees Twenty Five Thousand only) would be just and appropriate. Accordingly, it is held that the complainants are entitled for compensation from the respondents, as under:

<b>Sl.No.</b>	<b>Heads</b>	<b>Amount (in Rupees)</b>
1	Towards financial losses incurred due to breach of contract as pleaded in complaint.	Rs.2,00,000-00
2	Towards mental agony, physical harassment and reputational damage suffered by the complainants.	Rs.2,00,000-00
3	Towards legal expenses.	Rs.25,000-00
	<b>Total</b>	<b>Rs.4,25,00,000-00</b>



**(Rupees Four Lakhs and Twenty Five Thousand only).** The Point is answered accordingly in favour of the complainants and against the respondents.

10. IN THE RESULT, the respondents are directed to pay an amount of **Rs.4,25,000/- (Rupees Four Lakhs and Twenty Five Thousand only)** towards compensation, within sixty (60) days from the date of this order, failing which, they shall also be liable to pay interest @ 10% per annum (today's highest MCLR rate of 8% plus 2%) from the date of complaint till realization as per Rule 15 of the Rules. The complaint is partly allowed accordingly.

Typed to my dictation, corrected and pronounced by me in open Court on this, the 18<sup>th</sup> day of FEBRUARY, 2025.

Sd/-

ADJUDICATING OFFICER,  
TG RERA; HYDERABAD.

APPENDIX OF EVIDENCE  
WITNESSES EXAMINED  
NONE

EXHIBITS MARKED FOR COMPLAINANTS

Ex.A1	Dt.11.08.2021	Copy of Agreement of Sale.
Ex.A2	Dt,11.08.2021	Copy of Agreement of Sale.
Ex.A3	...	Copies of three (3) Cheques, (i) bearing No.466251 dt,31.07.2021 for Rs.3,00,000/-; (2) bearing No.466252, dt.31.07.2021 for Rs.3,00,000/- and (3) Cheque bearing No.466253 dt.03.08.2021 for Rs.8,00,000/- issued by the Complainant No.1 to Respondent No.1 Company.
Ex.A4	...	Copies of six (6) receipts issued by the Respondent No.1 Company in favour of Complainant No.1/Sri Marimuthu Krishnan.

Ex.A5	...	Two (2) copies of Layout shown by the Respondent No.1 Company pertaining to Fortune Pharma City 1.
Ex.A6	11.07.2022	Copy of Three (3) Cheques (1) bearing No.576782 dt.11.07.2022 for Rs.10,00,000/- (Rs.Ten Lakhs only); (2) bearing No.576783, dt.14.07.2022 for Rs.10,00,000/- (Rs.Ten Lakhs only) and (3) bearing No.576784 dt.14.07.2022 for Rs.5,00,000/- (Rs.Five Lakhs only) issued by Smt.Moumita Saharay/Complainant in favour of Respondent No.1.
Ex.A7	...	Broucher released by the Respondent No.1 Company showing the amenities and inviting the bookings.
Ex.A8	...	Screenshot copy of WhatsApp message.
Ex.A9	Dt.21.02.2023	Letter issued by Respondent No.1 Company to Complainant No.1.
Ex.A10	Dt.04.08.2023	Copy of order passed in CC No.184 of 2023 by the District Consumer Disputes Redressal Commission-I, Hyderabad.
Ex.A11	Dt.25.10.2023	Copy of order passed in CC No.666 of 2022 by the District Consumer Disputes Redressal Commission-I, Hyderabad.



Cc

Sd/-  
ADJUDICATING OFFICER,  
TG RERA; HYDERABAD.