

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

Dated, this, the 12th day of FEBRUARY, 2025.

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

C.C.P.No.663/2023/TG RERA

Between:

Ms. Neelima Vanguru, aged: 37 yrs, D/o Sri Narayana Reddy Vanguru, Occ: Private Service, Flat No.1606, Block-C, Ramkey Towers, Gachibowli, Hyderabad.

...Complainant

and

- 1) Trendset Jayabheri Projects LLP, Ground floor, 4th Block, Temple Steps, 184-187 Annasalai, Little Mount, Chennai. Corporate office at Plot N.1 of Jayabheri Enclave, Gachibowli, Hyderabad.
- 2) Dr.K.L.Narayana, aged: 64 yrs, S/o late Sri K.S.Ramachandra Rao, Occ: Business, 8-2-623/5/1, Road No.10, Banjara Hills, Hyderabad.
- 3) Kaza Kavya D/o K.L.Narayana, aged: 32 yrs, H.No.8.2.623/5/1, Road No.10, Banjara Hills, Hyderabad.

...Respondents.

**I.A.No.4 of 2023
in
Complaint No.663 of 2023**

Between:

Ms. Neelima Vanguru, D/o Sri Narayana Reddy Vanguru, Aged about 37 yrs, Occ: Private Service, Flat No.B-1004, 10th Floor, Block-B, Trendset Jayabheri Elevate, Kondapur village, Serilingampally Mandal, Ranga Reddy, Telangana State.

...Petitioner/Complainant

and

- 1) Trendset Jayabheri Projects LLP, Ground floor, 4th Block, Temple Steps, 184-187 Annasalai, Little Mount, Chennai.

Corporate office at Plot N.1 of Jayabheri Enclave, Gachibowli, Hyderabad.
- 2) Dr.K.L.Narayana, S/o late Sri K.S.Ramachandra Rao, aged about 64yrs, Occ: Business, 8-2-623/5/1, Road No.10, Banjara Hills, Hyderabad.
- 3) Kaza Kavya D/o K.L.Narayana, aged: 32 yrs, H.No.8-2-623/5/1, Road No.10, Banjara Hills, Hyderabad.

...Respondents/Respondents.

I.A.No.5/2023
in
Complaint No.663 of 2023

Between:

- 1) Dr.K.L.Narayana S/o late K.S.Ramachandra Rao, aged: 64 yrs, Occ: Business, R/o 8-2-623/5/1, Road No.10, Banjara Hills, Hyderabad.
- 2) Kaza Kavya D/o K.L.Narayana, aged: 32 yrs, R/o 8-2-623/5/1, Road No.10, Banjara Hills, Hyderabad.
- 3) Trendset Jayabheri Projects LLP, Ground Floor, 4th Block, Temple Steps, 184-187, Annasalai, Little Mount, Chennai.
Corporate office at Plot No.1 of Jayabheri Enclave, Gachibowli, Hyderabad.

...Petitioners/Respondents

And

Ms.Neelima Vanguru, aged: 37 yrs, D/o Sri Narayana Reddy Vanguru,
Occ: Private Service, Flat No.1004. 10th Floor, Block-B. Trendset
Jayabheri Elelvate, Kondapur village, Serilingampally Mandal, Ranga Reddy,
Telangana State.

...Respondent/Complainant.

AND

I.A.No.3/2024
in
Complaint No.663 of 2023/TG RERA

Between:

Ms. Neelima Vanguru, D/o Sri Narayana Reddy Vanguru,
Aged about 37 yrs, Occ: Private Service, Flat No.B-1004, 10th Floor,
Block-B, Trendset Jayabheri Elevate, Kondapur village,
Serilingampally Mandal, Ranga Reddy, Telangana State.

...Petitioner/Complainant

and

- 1) Trendset Jayabheri Projects LLP, Ground floor, 4th Block,
Temple Steps, 184-187 Annasalai, Little Mount, Chennai.

Corporate office at Plot N.1 of Jayabheri Enclave, Gachibowli,
Hyderabad.

- 2) Dr.K.L.Narayana, S/o late Sri K.S.Ramachandra Rao, aged about 64yrs,
Occ: Business, 8-2-623/5/1, Road No.10, Banjara Hills, Hyderabad.
- 3) Kaza Kavya D/o K.L.Narayana, aged: 32 yrs, H.No.8-2-623/5/1, Road No.10,
Banjara Hills, Hyderabad.

...Respondents/Respondents.

This complaint and I.As came before me on 29.10.2024, 30.11.2024, 21.12.2024 and 20.01.2025 for hearing in the presence of Sri Rajesh Maddy, Counsel for the complainant and of Sri M.V.Durga Prasad/Sri B.Venkateshwara Rao, Counsel for the respondents, upon perusing the material papers on record, on hearing both sides and having stood over for consideration till this day, the Court passed the following:-

ORDER

1(a). **Complaint No.663 of 2023 filed under Section 31 of Real Estate (Regulation and Development) Act** (hereinafter referred to as 'the Act') **read with Rule 35 of TS Real Estate (Regulation and Development) Rules, 2017** (hereinafter referred to as 'the Rules') by the complainant against the Respondents to direct Respondents to pay interest on sale consideration of Rs.2,41,32,000/- (Rs.Two Crore, Forty One Lakh and Thirty Two thousand only) from 30.06.2022 i.e., due date for delivery of possession to 06.06.2023 i.e., the date of issuance of Occupancy Certificate (OC) and also to award compensation of Rs.25,00,000/- (Rs.Twenty Five Lakhs only) towards deviation from the specifications as per the Agreement of Sale and Rs.10,00,000/- towards mental agony and also to direct Respondents to return the excess amount charged for the common area as compensation.

1(b). **I.A.No.4 of 2023 filed by the petitioner/Complainant under Order-XI, Rule 16 CPC** to direct the Respondents to produce original letter dt.06.10.2021 (Ex.B1) to send it to an Expert to compare the signature thereon alleged to be of the petitioner/complainant with her admitted signatures and for report.

1(c). **I.A.No.5 of 2023 filed by the petitioners/Respondents under Section 71 of the Act** to dismiss the complaint in limine as "not maintainable".

1(d). **I.A.No.3 of 2023 filed by the petitioner/complainant under Section 45 of Indian Evidence Act** to send the letter dt.-06.10.2021 (Ex.B1) for comparing signature thereon with the admitted signatures of the petitioner/complainant to an Expert and report.

2. **PLEADINGS IN COMPLAINT No.663 of 2023:**
CASE OF THE COMPLAINANT:

2(a). The case of the complainant, in brief, as revealed from the complaint is that Respondent No.1 is a Limited Liability Partnership Firm. Respondent Nos.2 and 3 are Landlords. Respondent No.1 took the land for development from Respondent Nos.2 and 3. Respondent Nos.1 to 3 entered into Development Agreement-cum-General Power of Attorney dt.10.02.2016.

Respondent No.1 agreed to develop a Multi-storied residential apartment complex under the name and style of Trendset Jayabheri Elevate (hereinafter referred to as "Project"). Pursuant to said Development Agreement, a Supplementary Agreement was entered on 09.02.2018 and as per it, the Flats shown in Schedule-A fell to the shares of Respondent Nos.2 and 3. Flat No.B-1004 of 10th Floor, Block B admeasuring 4095 Sq.ft. of saleable area which comprises 2842 Sq.ft. of carpet area, exclusive Balcony area admeasuring 397 Sq.ft. and proportionate common area admeasuring 856 Sq.ft. along with allotment of 3 Car parking fell to the share of Respondent No.2 (hereinafter referred to as Flat No.1) and Flat No.F-1402 of 14th Floor, Block-F admeasuring 2832 Sq.ft. of saleable area, which comprises 1988 Sq.ft. of carpet area, exclusive of Balcony area admeasuring 191 Sq.ft. and proportionate common area admeasuring 656 Sq.ft. along with 3 Car parking fell to the share of Respondent No.3 (hereinafter referred to as Flat No.2).

2(b). It is stated that basing on prospectus of Respondent No.1 and promises made by Respondent Nos.2 and 3, the complainant intended to buy said Flats. The complainant and Respondent No.2 entered into an Agreement of Sale dt.25.11.2021 (Ex.A1) in respect of Flat No.1. Respondent No.2 agreed to sell Flat No.1 for a consideration of Rs.2,41,32,000/-. The complainant paid an amount of Rs.40,00,000/- (Rupees Forty Lakhs only) to Respondent No.2 on the date of Agreement and balance amount was agreed to be paid as per Payment Plan mentioned in Schedule-C. On 11.04.2022, Respondent No.2 executed a Registered Sale Deed after receiving entire sale consideration and though as per the Sale Deed symbolic possession was given to the complainant as on date, the Respondent failed to hand over Flat No.1 in liveable condition.

2(c). Similarly, the complainant and Respondent No.3 entered into an Agreement of Sale on 03.11.2020 (Ex.A3) in respect of Flat No.2. Respondent No.3 agreed to sell Flat No.2 for a sale consideration of Rs.1,89,55,000/- (Rs.One Crore, Eighty Nine Lakhs and Fifty Five Thousand only). The complainant paid an amount of Rs.80,00,000/- (Rs.Eighty Lakhs only) to Respondent

No.3 on the date of Agreement of Sale. Later, the complainant paid Rs.50,00,000/- (Rs.Fifty Lakhs only) on 16.01.2021 and also paid Rs.10,00,000/- (Rs.Ten Lakhs only) and Rs.15,00,000/- (Rs.Fifteen Lakhs only) towards balance sale consideration. Thus, the Respondent No.3 received a total sum of Rs.1,55,00,000/- (Rs.One Crore and Fifty Five Lakhs only). It is stated that since the Project was getting delayed and Respondent No.3 assured the complainant that she will execute Registered Sale-Deed by honouring Agreement of Sale Dt.03.11.2020 and so saying Respondent No.3 returned the payment made by the complainant. Later the Complainant filed a suit in O.S.No.38 of 2023 on the file of VI Addl. District Judge, Ranga Reddy for specific performance.

2(d). It is pleaded that as per clause 5.1 of respective Agreements, Respondent Nos.2 and 3 agreed to hand over possession of the Flats along with ready and complete common area with all specifications, amenities and facilities on or before 30.06.2022 and 30.11.2021 respectively. Clause No.7.1 of both the Agreements envisages that “ready to move in possession” means that the apartment shall be in a habitable condition and for which Occupancy Certificate and Completion Certificate has to be issued by the competent authority. However, the Respondents could get Occupancy Certificate only on 06.06.2023. The Occupancy Certificate revealed that the Respondents have applied for revised plan without consent of the allottees, which is in contravention of Section 14 of the Act. As per the update with regard to status of the Project uploaded on official website of TS RERA, substantial works of the Project are to be completed. Since there is delay of nearly 12 and 19 months in completing Project in respect of Flat Nos.1 and 2 respectively, the complainant is entitled for compensation as envisaged under Section 18 of the Act.

2(e). According to the complainant, the respondents did not provide following amenities:

- a. The respondents used much inferior, substandard and low grade quality products for French doors and windows as against the Specifications that the French Doors and Windows will be of Fenista/Kommerling or equivalent make with tinted glass and mosquito mesh.
- b. The respondents have laid ordinary low grade tiles as against the specifications that imported Marble Premium Vitrified Tiles of best brand Large Format 800 mm x 800 mm.

- c. The respondents failed to provide laminated wooden flooring in Master Bed Room and Home-Theatre Room as agreed.
- d. The tiles provided by the respondents are neither anti-skid nor branded as against the specifications that all balconies would have anti-skid tiles of best brand.
- e. The respondents failed to provide jaggging track, safety grills for windows.

2(f). The complainant has approached the respondents and requested to provide specifications, amenities and facilities as promised, but in vain. It is stated that an Expert committee has to be appointed to ascertain the total liveable area and common areas available in the Project to bring the day light robbery of the respondents from the allottees.

2(g). Therefore, the complainant prays to award compensation directing the Respondents to pay interest on Rs.2,41,32,000/- (Rs.Two Crore, Forty One Lakh and Thirty Two Thousand only) from 30.06.2022 the due date of delivery of possession to 06.06.2023 the date of issuance of Occupancy Certificate under Section 18 of the Act read with Rule 15 of the Rules in respect of Flat No.1; and to pay Rs.25,00,000/- (Rs.Twenty Five Lakhs only) for deviating from the specifications of the Agreement of Sale (Ex.A1) u/s 18 (3) of the Act and Rs.10,00,000/- (Rs.Ten Lakhs only) towards mental agony.

COUNTER OF RESPONDENT Nos.1 to 3:-

3(a). Respondent Nos.1 to 3 in their common counter, while admitting about execution of Agreements of Sale dt.25.11.2021 and 03.11.2020 in respect of Flat Nos.1 and 2 respectively in favour of the complainant, sale considerations mentioned therein, due date for delivery of possession of Flat Nos.1 and 2, execution of Registered Sale-Deed dt.11.04.2022 in respect of Flat No.1 by Respondent No.2 without delivery of possession of the Flat and return of sale consideration of Rs.1,55,00,000/- (Rs.One Crore and Fifty Five Lakhs only) by Respondent No.3 to the complainant in respect of Flat No.2, contend that the complainant has played fraud on Respondent Nos.2 and 3 and filed O.S.No.38 of 2023 on the file of VI ADJ Kukatpally in respect of Flat No.2 and the suit was dismissed on rejection of plaint vide order dt,09.8.2023 in I.A.No.663 of 2023. It is stated that this fact was suppressed by the complainant in present complaint. Further, the complainant did not purchase the Flats from the Promoter within the meaning of

Section 2(zk) of the Act, and Flats were purchased from the shares of the Landowners. As such, the complainant is not an 'allottee' within the meaning of Section 2(d) of the Act and the complaint is not maintainable.

3(b). It is contended that the complainant took possession of Flat No.1 under a letter on 16.05.2022 (Ex.B14) to carry out interior works and complainant is estopped from making present complaint. The application for Occupancy Certificate was made on 22.02.2023 and it was issued on 06.06.2023. The complaint is filed on 02.08.2023, which is not within reasonable time from the date of taking possession and as such the complaint is barred by laches.

3(c).The Government has issued orders in exercise of its powers under Disaster Management Act, 2005 during the pandemic period. TS RERA has also issued fresh Registration in place of initial registration. The Project was completed during the period of registration and possession of Flat No.1 was delivered on 16.05.2022 after being satisfied about the completion and acknowledged by letter Ex.B14.

3(d). According to the Respondents, brother of the complainant Nikhil Reddy Vanguru S/o Narayana Reddy approached them in August, 2019 and introduced himself as a builder being partner of Ishta Homes LLP and expressed his appreciation for their Project and interest to book a Flat for himself and his sister in their Project. He has initially booked Unit No.A-1904 (floor area 2,730 Sq.Ft.) in Project "Elevate" on 17.08.2019 for a sale consideration of Rs.2,14,40,475/- (Rs.Two Crore, Fourteen Lakhs, Forty Thousand, Four Hundred and Seventy Five only) including GST and entered into an Agreement of sale on 17.12.2020. He has applied for Home Loan in Axis Bank, Tarnaka Branch, who insisted for a Tripartite agreement for said Flat and bank collected originals. Mr.Nikhil Reddy made some payments through bank for said Flat and got changed standard floor plan and thereafter changed his booking for bigger Flat Unit No.E-1601 and entered into fresh agreement of sale and Tripartite Agreement in respect of Unit No.E-1601 and then induced the Promoter to Register the sale deed by giving photo copies of balance payable, altered the interiors and sent letters with false allegations and after obtaining

original sale deed on representation of original DDs, he dishonestly got DDs cancelled to downsize his home loan in collusion with Bank officials and when this was detected, the Respondents threatened to file criminal case and Nikhil Reddy and his father settled the matter by making payment.

3(e). The same modus operandi was adopted by the complainant, who along with her father Sri V.Narayana Reddy approached one of the Land owners/R2 and initially choose Flat Unit No.F-1402 (Flat No.2) admeasuring 2835 Sq.ft. belonging to his daughter – Respondent No.3 and entered into an Agreement of sale on 03.11.2020 and requested for customisation of said Flat changing standard floor plan. Thereafter, they requested Respondent No.2 to sell a bigger Flat bearing Unit No.B-1004 (Flat No.1) admeasuring 4095 Sq.ft. belonging to Respondent No.2, getting the Agreement for Unit No.F-1402 (Flat No.2) cancelled. It is stated that the complainant herself sent a letter dt.06.10.2021 (Ex.B1) to Respondent No.2 to cancel the agreement dt.03.11.2020 (Ex.A3) as the complainant wants to take a bigger flat in the Project and to refund the amount to her Bank account duly acknowledging the same by putting her signature. It is then stated that Respondent No.2 in good faith accepted the said request and accordingly his daughter–Respondent No.3 refunded back the consideration amount of Rs.1,55,00,000/- (Rs.One Crore and Fifty Five Lakhs only) paid in respect of Flat Unit No.F-1402 (Flat No.2) to the complainant through RTGS on 02.03.2022 and 06.04.2022, as the transaction under the agreement was cancelled at her request. But the complainant with dishonest and fraudulent intention avoided to return the original agreement dt.03.11.2020 (Ex.A3).

3(f) It is sated that in said circumstances, fresh agreement of sale dt.25.11.2021 (Ex.A1) in respect of Unit No.B-1004 (Flat No.1) was entered. Since the family members of the complainant booked two flats, Respondents 2 and 3 believed the complainant and her family members and did not suspect them. It is stated that Respondent No.2 executed Sale Deed dt.11.04.2022 in respect of Flat No.1 without receiving entire consideration payable believing their promise to pay the same. In addition to consideration of Rs.2,41,32,000/- (Rs.Two Crore,

Forty One Lakh and Thirty Two Thousand only), which includes GST, the complainant has to pay Corpus Fund and upfront maintenance charges for two years with GST payable thereon. The complainant and her father persuaded Respondent No.2 not to mention the outstanding GST amount of Rs.5,85,750/- (Rupees Five Lakhs, Eighty Five Thousand, Seven Hundred and Fifty only) out of agreement price with a view to make gain in terms of Stamp Duty Registration promising to pay said GST amount separately. Believing said statement, sale deed was drafted as per their request only for Rs.2,35,46,250/- and the total consideration as recited was shown as paid which is not true. The respondents have paid GST to avoid penalty and they are entitled to refund with interest and compensation.

3(g). It is stated that the complainant categorically admitted that she was refunded the amount in respect of Flat No.2 in plaint of O.S.No.38 of 2023. As such, the said suit was dismissed on allowing the petition filed to reject the plaint.

3(h). With regard to delay in delivery of possession of Flat No.1, the respondents contend that the allegations are false. According to them, construction was completed in advance in all aspects and handed over possession of Flat No.1 to the complainant on 16.05.2022, i.e., after one month 4 days from the date of registration of Sale Deed and the complainant expressed her satisfaction about the completion by signing a letter dt.16.05.2022 (Ex.B14) accepting the contents therein. It is stated that if there were any defects or deficiency, the complainant would not have kept quiet for more than one year two months since then.

3(i). It is further contended that the complainant cannot include the Flat No.2 in this case as she herself cancelled the booking and took refund of the entire amount and subsequently the said Flat was agreed to be sold to a third party under Agreement of Sale dt.08.07.2022.

3(j) It is further contended that the allegation with regard to Revised Plan without consent of Allottees is false. The Revised Plan was obtained to construct a floor on Club house only to provide better amenities. There are no changes in respect of Flat or balcony of the complainant and the complainant is no way affected. As such, there is no alteration or addition in the

sanctioned plan or specification. The allegation of non-uploading details on Website is false. No developer is uploading any status and even when the developer tried to upload the status, the same was not processed due to server issues in RERA Website.

3(k). With regard to allegation of non providing amenities, it is contended that the UPVC Windows provided are on par with the quality of brands like Finesta and Kommerling. Tinted glass and mosquito mesh have been provided by the respondent/developer. The Tiles provided are of high quality and reputed brand. The complainant removed the tiles later on and relayed her own tiles which is evident as per security register pertaining to respondent No.1. Respondent No.1 supplied anti skid tiles. An extra floor is added to the club house to provide all facilities and amenities with good quality. A jogging track is available at the podium-level. Safety grills are not promised in the specifications. However, grills are provided for the ground floor flats. It is stated that the respondent/developer was awarded prestigious Gold Garden award by the Department of Horticulture, Govt. of Telangana. At last, the respondents pray to dismiss the complaint with exemplary costs.

REJOINDER BY THE COMPLAINANT:

4(a). The complainant filed a Rejoinder with permission. In the Rejoinder, the complainant, while denying the averments made against her in the counter, contends that the respondents have mislead and misrepresented by pleading false and frivolous contentions. According to her, she did not receive letters dt.06.10.2021, 14.06.2023, 14.05.2022 and 12.04.2022 filed along with counter. According to her, she filed complaint on 02.08.2023 and the order in I.A.No.663/2023 was passed on 09.08.2023 and as such the question of suppression of alleged fact does not arise. It is pleaded that the complainant is taking steps against the said order.

4(b). It is pleaded that Occupancy Certificate was obtained on 06.06.2023 and as such there is no delay in filing the complaint. The respondents cannot take shelter of any orders of the Government with regard to Pandemic as both the Agreements dt.25.11.2021 and 03.11.2020 are after Pandemic. According to clause 7 of the Agreement, "ready to move in possession" shall mean that the apartment shall be in a habitable condition. Since the said certificate was

obtained on 06.06.2023, there is delay in completing the project and in delivering actual possession in liveable condition.

4(c). The complainant in Para 10 of rejoinder contends that she was forced to sign on letter dt.16.05.2022 (Ex.B14) without making any remarks, otherwise the respondents threatened that they would not give the Flat for interior works. She further pleads that as she was paying Rs.58,000/- towards rent, plus Rs.10,000/- towards maintenance, plus EMI towards new Flat of Rs.1,13,294/-, totalling to Rs.1,81,294/- (Rs.One Lakh, Eighty One Thousand, Two Hundred and Ninety Four only), she could not protest at the time of taking of flat for interiors.

4(d). The complainant admits that her brother entered into Agreement of Sale in respect of Flat No.A-1904 in Project "Elevate" but alleges that the construction done was of substandard quality. However, the complainant denies the allegations made against her brother and contends that the respondents are at fault and they tried to extract additional amount from her brother. She also denies that she adopted the same *modus operandi* like her brother to cancel the booking of Flat No.2. According to her, the respondents have created letter dtd.06.10.2021 (Ex.B1) by forging her signature. The respondents never referred said letter dt.06.10.2021 in said I.A.No.663/2023 and as such, she is taking steps for production of said letter to send to expert and reserves right to make appropriate applications and criminal complaint against the respondents.

4(e). The complainant further contends that the transaction in respect of Flat No1. is independent of the earlier Agreement of Sale dt.03.11.2020. The complainant has paid all the amounts. In fact, the amounts collected by Respondent No.2 towards GST is liable to be returned to the complainant with interest. Therefore, the complainant prays to allow her complaint with exemplary costs.

5. **PLEADING OF I.A.No.4 of 2023:**

As noted supra, this IA is filed by the complainant to direct the respondents to produce original letter dt.06.10.2021 (Ex.B1) to send it to Expert to compare her alleged signature thereon with her admitted signatures and for report. The complainant filed her affidavit in support of this petition pleading same facts as pleaded in the complaint and Rejoinder. Similarly, the Respondents have filed counter affidavit of Respondent No.2 as reply to the petition filed by the complainant pleading same contentions as raised in their counter. A reference to the contentions of both sides in regard to said prayer in the present petition raised in their pleading has been noted above. As such, it is not necessary to refer them again and the petition can be dealt with straightaway.

6. **PLEADING OF I.A.No.5 of 2023**

This petition has been filed by the respondents u/s 71 of Real Estate (Regulation and Development) Act to dismiss the complaint as “not maintainable”. In support of this petition, the respondents have filed affidavit of Respondent No.2 pleading same ground as raised in their counter. The complainant has filed a counter to this petition taking same stand as pleaded in her complaint and Rejoinder. A reference to the pleadings of both parties has been made supra. It is, therefore, not necessary to refer them again and the petition can be straightaway considered.

7. **PLEADINGS OF I.A.No.3 of 2023**

This petition has been filed under Section 45 of Evidence Act by the complainant to send the letter dt.06.10.2021 (Ex.B1) for comparing the alleged signature thereon with the admitted signatures of the complainant and for report. The complainant filed her Affidavit in support of this petition pleading same facts as raised in her complaint and rejoinder. The respondents have filed a counter affidavit of Respondent No.2 in reply taking the same grounds as raised by them in their counter. A reference to the pleadings advanced by both parties has been made supra and as such, it is not necessary to repeat them again and the petition can be decided straightaway.

EVIDENCE:

8. The complainant and respondents did not choose to adduce oral evidence. The complainant in support of her case got marked Exs.A1 to A14, whereas the respondents relied on Exs.B1 to B.16. All the documents, except Exs.A6, A7 and B1, have been marked with consent. Exs.A6 and A7 have been marked subject to objection raised by the learned Counsel for the respondents that those documents are not relevant for the subject matter, and Ex.B1 has been marked subject to objection by the learned Counsel for complainant that she did not give the letter Ex.B1 and the alleged signature on it is forged and that she filed a petition to direct the respondents to produce original of Ex.B1. While marking said documents with objection, it was observed that the said objections will be considered at the time of disposal of the case.

ARGUMENTS:

9. Heard learned Counsel for both parties, as both sides conceded to hear IAs and complaint together and pass orders. Learned Counsel for the complainant has also filed written arguments.

POINTS FRAMED FOR DECISION:

10. On the basis of pleadings in complaint and Interlocutory Applications, the Points that arise for determination are :

- 1) Whether IA No.4 of 2023 under Order XI Rule 6 CPC to direct Respondents to produce original letter dt.06.10.2021 to send it to the Expert deserves to be allowed?
- 2) Whether the complaint filed by the complainant is maintainable?
- 3) Whether IA No.4 of 2023 to send letter dt.06.10.2021 has merits and deserves to be allowed?
- 4) Whether the complainant is entitled for compensation and if so, for what amount

11. **POINT Nos.1 to 4:**

DISCUSSION:

Point Nos.1 to 4 are connected to each other. Any discussion and decision on any material contentions of the parties on any Point will have relevancy and affect on the decision of another point. As such, it is just and appropriate to discuss and decide all the Points together by a common discussion.

12. The admitted facts are that Respondent No.1 is a developer and Respondent Nos.2 and 3 are Landlords. Respondent No.1 took land from Respondent Nos.2 and 3 for development under a Development Agreement. Respondent No.1 agreed to develop a Multi-storied Apartment complex under the name and style of Trendset Jayabheri Elevate. Pursuant to said development agreement, a Supplementary Agreement was entered into on 09.02.2018. As per this Supplementary Agreement, Flat Nos.1 and 2, i.e., Flat No.B-1004 and Flat No.F-1402 fell to the shares of Respondent Nos.2 and 3 respectively. The complainant and Respondent No.2 entered into an Agreement of Sale dt.25.11.2021 (Ex.A1) in respect of Flat No.1, i.e., Flat No.B-1004, which is subject matter of this complaint. As per the Agreement of Sale Ex.A1, Respondent No.2 agreed to sell Flat No.1 for a consideration of Rs.2,41,32,000/- and as per Clause 5.1 of Ex.A1, Respondent No.2 agreed that timely delivery of possession of Flat to the complainant is the essence of agreement and assured to hand over Flat along with ready and complete common area with specification, amenities and facilities of the Project on or before 30.06.2022. Further, as per Clause 7.1 of the Agreement Ex.A1, "ready to move in possession" shall mean that the Apartment shall be in a habitable condition for which Occupancy Certificate and Completion Certificate, as the case may be, has to be issued by the competent authority.

13(a). The complainant has filed present case on more than one ground. It is the prime plea of the complainant that as per Agreement of Sale Ex.A1, the possession of Flat No.1 was to be handed over on or before 30.06.2022. She further pleaded that Respondent No.2 has executed Registered Sale Deed dt.11.04.2022 Ex.A2 on payment of entire sale consideration with only symbolic possession of the Flat, as the respondent failed to hand over the Flat in liveable

condition. She has also pleaded at Page No.7 of complaint that the respondents have failed to complete the Project as promised. It is also pleaded by her that as per clause 7.1 of Agreement of sale, "ready to move in possession" means that the apartment shall be in habitable condition for which Occupancy Certificate and Completion Certificate has to be issued by the competent authority. She has then pleaded that the respondents could get Occupancy Certificate only on 06.06.2023. Therefore, she claimed interest for delay from the due date of delivery of possession i.e., 30.06.2022 to 06.06.2023, i.e. the date of issue of Occupancy Certificate as compensation.

13(b). On the other hand, it is the case of the respondents that the complainant has signed letter dt.16.05.2022 (Ex.B14) accepting and acknowledging that the builder has completed construction in compliance of all the terms and conditions and further undertaking that she would abide by the terms and conditions specified by the builder and then took possession of Flat No.1 on the same day for license to carry out interiors and made alterations of her own beyond recognition. According to them, they completed the Flat in advance in all aspects and handed over to the complainant on said date, which is after one month 4 days from the date of registration of Sale Deed and the complainant has expressed her satisfaction. They further pleaded that if the contentions of the complainant regarding defects and deficiencies are correct, she would not have kept quiet till 2 years since then to file a complaint. After filing of such counter by the respondents, the complainant, with the leave of the Authority, filed Rejoinder, wherein she took a plea that the complainant had to take certain works as the respondents failed to fulfill their promises and commitments made in the prospectus and agreement of sale and also provided sub-standard 2nd grade material. She then pleads that she was forced to sign without making any remarks on the letter dt.16.05.2022 (Ex.B14), otherwise the respondents threatened that they would not give Flat for interior works.

13(c). It is pertinent to note that the complainant has approached this authority for award of compensation mainly on the ground of delay in delivery of possession of Flat. The pleadings of

both the parties in regard to giving possession of Flat is as above. From the said respective pleadings of the complainant and the respondents, it is clear that the complainant has suppressed certain material facts. She did not plead about the letter Ex.B14 for taking possession of Flat and also about delivery of possession of Flat in her pleadings. She also did not plead in her complaint that her signature was obtained under threat as pleaded in first sentence of Para 21 of the rejoinder. It is not her case that when her signature was obtained under threat on the letter Ex.B14, she has either agitated or gave any complaint to any Authority. A perusal of Ex.B14 shows that the complainant has declared in the contents that the construction of the Apartment is complete in all aspects as per terms and condition of Booking/Agreement of Sale/Sale Deed and the specifications agreed to thereof.

14(a). Learned Counsel for the complainant vehemently contended that the very next sentence in Ex.B14 after said declaration by the complainant shows that Respondent No.1 has also declared in the letter that occupation can only take place after receiving Occupancy Certificate from GHMC. It is, therefore, the contention of the learned Counsel that delivery of possession under the letter Ex.B14 is of no help to the respondents, especially when the occupation has to take place after receiving Occupancy Certificate and Occupancy Certificate is obtained by the respondents on 06.06.2023. On the other hand, learned Counsel for the Respondents contended that firstly the complainant has suppressed the said material fact. Secondly, she having taken possession of Flat under Ex.B14 letter did not reveal about such letter in her pleading and now she took plea in her rejoinder that her signature was obtained on Ex.B14 under threat, which is not acceptable. Therefore, learned Counsel submitted that the present complaint has to be dismissed on the ground of suppression of material facts and approaching the Authority with unclean hands.

14(b). It is true, as argued by the learned Counsel for the complainant, the letter Ex.B14 contains the declaration by respondent No.1 with regard to occupation of Flat only after receiving Occupancy Certificate from the GHMC. But, at the same time, as argued by the learned

Counsel for the respondents, the letter contains declaration by the complainant as argued by the learned Counsel for the respondents that the construction of the Apartment is complete on all aspects as per terms and conditions. Learned Counsel for the complainant during course of arguments did not dispute that the possession of the Flat was given to the complainant under Ex.B14 letter on 16.05.2022. No doubt, the occupation of Flat had to take place as per Ex.B.14 after receiving occupancy certificate and occupancy certificate has been obtained by Respondent No.1 on 06.06.2023. Now the question is whether the contention of the complainant has to be accepted with regard to delay or the contention of the respondents. The conduct of the complainant in suppressing letter Ex.B14 for taking possession under it on 16.05.2022 amounts to suppression of material fact. The complainant has come into possession of the Flat on 16.05.2022 and carried out interior works and admitted about completion of construction on all aspects in Ex.B14. In the circumstances, the very act of the complainant coming into possession of Flat on 16.05.2022 under Ex.B14 letter and carrying out interior works amount to assuming possession on that day and as such the complainant, having suppressed said material fact, cannot harp on the aspect of alleged delay in delivery of possession of Flat.

15(a). The complainant in Para 3 of complaint at Page No.4 pleaded that the subject matter of claim falls under the provisions of Real Estate (Regulation and Development) Act, 2016 and Telangana Real Estate (Regulation and Development) Rules, 2017, as the respondents registered the Project with TS RERA. It is, therefore, the contention of the complainant that the complaint is maintainable.

15(b). On the other hand, the respondents in their counter at Page 2 contended that the complainant has not purchased the Flat concerning to this case and Flat No.2 from the "Promoter" within the meaning of Sec.2 (zk) of the Act, but she has purchased the said Flats from the shares of the Land owners, i.e., Respondent Nos.2 and 3. Therefore, the complainant is not an 'Allottee' within the meaning of Sec.2(d) of the Act and the complaint is not maintainable.

15(c). As noted supra, the respondents filed I.A.No.5 of 2023 u/s 71 of the Act to dismiss the complaint as not maintainable. A reference to the pleadings of both parties in main complaint and I.A. has been made supra.

15 (d). To decide the said rival contentions of the parties on the question of maintainability of the complaint before this Authority, it is, no doubt, necessary to go into the facts of the case and relevant provisions of the Act and the Rules. Learned Counsel for the complainant contended that Their Lordships of a Division Bench of Punjab & Haryana High Court in "*Experion Developers Pvt.Ltd., vs.State of Haaryana & others*" (CWP No.38144 of 2018 and other connected matters) had an occasion to consider the powers of the Authority and Adjudicating Officer under the provisions of the Act and Rules elaborately after hearing the parties and held that once the Authority found on any question in regard to violation of any of the provisions of the Act by the Promoter regarding Sections 12,14,18 and 19 of the Act, the Adjudicating Officer will not further examine any such question decided by the Authority and that Adjudicating Officer will only proceed to determine the quantum of compensation or interest on the basis of finding recorded by the Authority keeping in view the factors outlined in Section 72 of the Act. Learned Counsel further submitted that the respondents have filed similar application before the Authority in Form-M complaint vide Complaint No.664 of 2023 that the complaint in Form-M is not maintainable. According to learned Counsel, the Authority while disposing of the said complaint has framed an Issue as to whether the complaint filed by the complainant is maintainable before the Authority and considered this Issue and also the said application filed by the respondents. The Authority has ultimately held that it has jurisdiction to entertain the said complaint and accordingly, allowed the complaint dismissing the application filed by the respondents. Learned Counsel submitted that in view of order of the Authority on the question of maintainability in said complaint in Form-M and the fact that the subject matter of Flat involved in this complaint is the same Flat in said complaint before the Authority and in view of said decision of the Division Bench of Punjab & Haryana High Court, this Authority (Adjudicating Officer) need not examine the said issue and this Authority has to only decide

compensation claimed by the complainant basing on the finding recorded by the Authority on the question of maintainability.

15(e). On the other hand, learned Counsel for the respondents contended that the Authority and the Adjudicating Officer have to decide matters independently and the contentions relied on by the learned Counsel for the complainant are not tenable. According to learned Counsel, the respondents have already preferred an appeal against the said order of the Authority and the order of the Authority is subject to orders by the Hon'ble Appellate Tribunal in appeal. It is, therefore, the contention of the learned Counsel that this Authority has to decide present case and the said application filed on the question of maintainability of complaint independently.

15(f). It is true that as per the mechanism provided under the Act, the matters instituted before the Real Estate Regulatory Authority and the Adjudicating Officer have to be decided by the Authority and Adjudicating Officer. Both the Authority and the Adjudicating Officer are supposed to exercise their powers in the light of the provisions of the Act, Rules and relevant laws. But, at the same time, it is settled law that if there is any decision on any issue involved in any case of parent Hon'ble High Court, it is binding on its subordinate Courts. There is no dispute that there is any decision of Hon'ble Telangana High Court on the said issue decided by Hon'ble Division Bench of Punjab & Haryana High Court. It is also settled law that when there is no authority or decision of parent High Court, the decision of other High Court will have persuasive value. As such, it is necessary to refer the said decision relied on by the learned Counsel for the complainant.

15(g). In said *Experion Developers Pvt.Ltd. vs. State of Haryana & others*, Their Lordships of the Division Bench of Punjab & Haryana High Court, after considering the provisions of the Act and Rules with regard to powers of the Authority and Adjudicating Officer elaborately, observed in Para Nos.60, 61, 63, 64, 66 and 67 as under:

“60. On a collective reading of Sections 71 and 72 of the Act, the legislative intent becomes explicit. This is to limit the scope of the adjudicatory powers of the AO to determining compensation or interest in the event of violation of

Sections 12, 14, 18 and 19 of the Act. To recapitulate, the question of compensation arises only in relation to the failure of the promoter to discharge his obligations. Therefore, in a complaint for compensation or interest in terms of Section 71 of the Act, the complainant would be the allottee and the Respondent would be the promoter. However, the powers of the Authority to inquire into complaints are wider in scope. As is plain from Section 31 of the Act, a complaint before the Authority can be against “any promoter/allottee, real estate agent, as the case may be.” It is, therefore, not correct to equate the adjudicatory powers of the Authority with that of the AO as they operate in different spheres. Even vis-à-vis the promoter, complaints seeking reliefs other than compensation or interest in terms of Section 71 read with Section 72 of the Act, the powers of adjudication are vested only with the Authority and not with the AO. The submission that since disputes under the Act would involve determining if the clauses of an agreement of sale have been complied with by either party and that such a ‘lis’ can be adjudged only by the AO, is also not acceptable. There is no reason why the Authority cannot examine such a question if it were to arise for determination in a complaint before it. In any event, the Authority’s decisions are amenable to judicial review in two further appeals, once by the Appellate Tribunal and, thereafter, by the High Court.

61. Consequently, the plea of the Petitioners that the power and scope of the functions of the Authority are limited to determining penalty or interest under Section 38 of the Act is rejected as it overlooks the wide range of powers of the Authority on a collective reading of Sections 31, 34(f), Sections 35, 36 and 37. In fact, the power to issue interim orders under Section 36 of the Act and the other connected matters power to issue directions under Section 37 of the Act are not made available to the AO under Section 71 of the Act.

62.

63. Although, the Act does use distinct expressions like ‘refund’, ‘interest’, ‘penalty’ and ‘compensation’, a collective reading of the provisions makes it apparent that when it comes to refund of the amount, and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the Authority which has the power to examine and determine the outcome of a complaint. This Court finds merit in the contention on behalf of the Respondents that the expression ‘interest’ as used in Section 18 of the Act is a pre-determined rate, as may be fixed by the government, and is distinct from the interest by way of compensation that has to be computed by the AO in terms of Section 71 (3) keeping in view the factors outlined in Section 72 of the Act. When it comes to the question of seeking the relief of compensation or interest by way of compensation, the AO alone has the power to determine it on a collective reading of Sections 71 and 72 of the Act.

64. The submission on behalf of the Petitioners that the word ‘quantum’ is not used in Section 71 of the Act and, therefore, the AO has the powers beyond adjudging compensation, is again based on an improper understanding of the scope of those powers. If Sections 71 and 72 of the Act are read together, it is plain that the AO has to adjudge the ‘quantum of compensation’.

65.

66. It was repeatedly urged by the counsel for the Petitioners that the Authority and the AO can come to different conclusions on the same questions, viz., whether there has been a violation of provisions of Sections 12, 14, 18 and 19 of the Act by the promoter. This again appears to the Court to be based on an erroneous understanding of the scheme of the Act. If a complaint is seeking only compensation or interest by way of compensation simpliciter with no other relief, then obviously the complainant would straightaway file a complaint before the AO. The complaint will be filed in form CAO and will be referable to Rule 29 of the Haryana Rules. The AO in such instance would proceed to determine whether there is a violation of Sections 12, 14, 18 and 19 of the Act. Therefore, the question of any inconsistent order being passed by the Authority in such instance would not arise.

67. The second scenario is that a single complaint is filed seeking a combination of reliefs with one of the reliefs being relief of compensation and payment of interest. In such instance, the complaint will first be examined by the Authority which will determine if there is a violation of the provisions of the Act. If such complaint is by the allottee and against the promoter and if the Authority comes to an affirmative conclusion regarding the violations it will then, for the limited purpose of adjudging the quantum of compensation or interest by way of compensation, refer the complaint for that limited purpose to the AO. With the Authority already having found in favour of the complainant as regards violation by the promoter or Sections 12, 15, 18 and 19 of the Act, clearly the AO will not further examine that question. The AO will only proceed to determine the quantum of compensation or interest keeping in view the factors outlined in Section 72 of the Act. In other words, the AO will act on the finding of the Authority on the question of violation of those provisions and not undertake a fresh exercise in that regard. This way the powers of the Authority under Section 31 read with Sections 35 to 37 of the Act will not overlap the functions of the AO under Section 71 of the Act. Both sets of provisions are, therefore, capable of being harmonized."

15(h). Admittedly, in said Batch of cases before Hon'ble Division Bench of Punjab & Haryana High Court, the amended Rules 28 and 29 of Haryana Amendment Rules, 2019 were also challenged, which relate to filing of complaint with Authority and enquiry etc (Rule 28) and filing of complaint with Adjudicating Officer and inquiry etc (Rule 29). There are similar Rules in Telangana State to that of said Amended Rules in Haryana. I have gone carefully through the said judgment of Hon'ble Punjab & Haryana High Court. Their Lordships of the Division Bench, while considering the powers of the Authority and Adjudicating Officer, observed and held as noted supra, which supports the contentions raised on behalf of the complainant. In these circumstances and there being no decision of Hon'ble Telangana High Court on the issue or taking any different view to that of the view rendered in said decision and in view of various

reasons assigned by Their Lordships while considering the scheme, mechanism and provisions of the Act, especially with regard to powers of the Authority and the Adjudicating Officer, I have no hesitation to hold that the said decision has to be followed by this Tribunal. Accordingly, I hold that there is considerable force in the contentions advanced on behalf of the complainant, and there is no force in the contentions advanced on behalf of the respondents. Therefore, on the basis of conclusion arrived at by the Authority in said Form-M complaint vide Complaint No.664/2023,it has to be held that the present complaint is also maintainable.

16(a). It is pertinent to note that the complainant claimed compensation alleging delay in delivery of possession of Flat No.1. While so, she has also pleaded much about Flat No.2 in the pleading which she had purchased under Agreement of Sale dt.03.11.2020 Ex.A3 from Respondent No.3. Later, Respondent No.3 has returned the part of the sale consideration of Rs.1,55,00,000/- (Rs.One Crore and Fifty Five Lakhs only) paid by the complainant to the complainant. According to the complainant, there was delay in completing the Project of this Flat and as such, Respondent No.3 has returned the amount promising to sell a Flat after completion of Project, and that later she filed a suit in O.S.No.38 of 2023 on the file of VI Addl. District Judge, Ranga Reddy for specific performance. As against such stand of the complainant, the respondents have pleaded that the brother of the complainant had earlier booked a Flat as pleaded in the pleadings and later he cancelled that Flat in order to take bigger Flat. According to the respondents, the complainant has also adopted the same strategy and gave a letter dt.06.10.2021 Ex.B1 for cancellation of said Flat No.2 and received the said entire part consideration paid by her. However, the complainant retained the Agreement of Sale Ex.A3 with her inspite of promise to return it.

16(b). The respondents have filed copy of alleged letter dt.06.10.2021 Ex.B1 on record. On filing such letter, the complainant filed an Interlocutory Application No.4/2023 under Or.XI Rule 16 CPC to direct respondents to produce the original letter dt.06.10.2021 to send it to an Expert to compare the alleged disputed signature of the complainant with her admitted signatures. She

has also filed I.A.No.3 of 2023 under Sec.45 of Evidence Act to send said letter to the Expert for comparing the alleged signature with her admitted signatures and for report. The respondents have filed counters to the said I.As. Admittedly, after filing suit in O.S.No.38/2023 on the file of VI ADJ, Ranga Reddy by the complainant in respect of agreement of sale Ex.A3, Respondent No.3 filed an IA for rejection of plaint (Ex.B11) vide I.A.No.663/2023 and this I.A. has been allowed vide order dt.09.08.2023 (Ex.B.12) and consequently the suit was dismissed.

16(c). Now the question is whether the said I.A.No.4 of 2023 to direct Respondents to produce said letter Ex.B1 has merits and deserves to be allowed. It is not out of place to make a mention that though Flat No.2 is not a subject matter of present complaint, much is pleaded by both sides. The facts relating to Flat No.2 would be, at the most, relevant to throw light on the conduct of the parties. Some favourable consideration could have been given for the complainant, provided the case as pleaded by her was, *prima facie*, acceptable. The case of the complainant, in view of discussion made supra, is not acceptable. It being so and the said document being not related to Flat No.1, which is subject matter of this complaint, I am of the considered view that the said I.A.No.4 of 2023 has no merits and is liable to be dismissed. It is made clear that similar I.A. was filed by the complainant in Form-M complaint vide Complaint No.664/2023 and since it was not numbered and disposed off on merits for the reasons recorded by the Authority in Para 48 of the order, I have considered said I.A and the same are disposed off. Since I.A.No.4 of 2023 has no merits, I.A.No.3 of 2023 to send the document to the Expert is also liable to be dismissed.

17(a). Now coming to the claim of the complainant for compensation, the complainant has prayed to grant compensation under four Heads: viz., (1) to direct respondents to pay interest on Rs.2,41,32,000/-, which is the sale price of Flat No.1, from 30.06.2022 due date of delivery of possession to 06.06.2023 the date of issuance of Occupancy Certificate, from the respondents, (2) to direct respondents to pay Rs.25,00,000/- for deviating from the specifications of agreement of sale and the prospectus; and (3) to direct respondents to pay Rs.10,00,000/-

towards mental agony and (4) to direct to pay compensation for deviating sanctioned plan without obtaining prior permission and to return the excess amounts charged for the common area.

17(b). As far as the claim of the complainant to grant interest on sale consideration for delay in delivery of possession of Flat towards compensation is concerned, it is relevant to refer the decision of Hon'ble Supreme Court in **M/s. Newtech Promoters and Developers Pvt.Ltd. vs State of UP & others etc**" vide Civil Appeal No(s).6745 to 6749 of 2021 vide **order dated: 11-11-2021, wherein Hon'ble Supreme Court in Para 86 held as under:**

"From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the regulatory authority and adjudicating officer, what finally culls out is that although the Act indicates the distinct expressions like 'refund', 'interest', and 'compensation', a conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the amount, and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the regulatory authority which has the power to examine and determine the outcome of a complaint. At the same time, when it comes to a question of seeking the relief of adjudging compensation and interest thereon under Sections 12, 14, 18 and 19, the adjudicating officer exclusively has the power to determine, keeping in view the collective reading of Section 71 read with Section 72 of the Act. If the adjudication under Sections 12, 14, 18 and 19 other than compensation as envisaged, if extended to the adjudicating officer as prayed that, in our view, may intend to expand the ambit and scope of the powers and functions of the adjudicating officer under Section 71 and that would be against the mandate of the Act, 2016."

17(c). From the said categorical pronouncement by Hon'ble Supreme Court, I have no hesitation to hold that the complainant is not entitled to claim interest for the period of delay in delivery of possession as compensation before the Adjudicating Officer and it is only the Real Estate Regulatory Authority which has jurisdiction to grant interest for the delay in delivery of possession of Flat.

17(d). As far as the claim of Rs.25,00,000/- (Rupees Twenty Five Lakhs only) towards compensation for deviating from the specifications of the Agreement of Sale and prospectus is

concerned, it has to be noted that no pleading is advanced as to how the complainant came to the figure of said amount of compensation. There is also no pleading in complaint to rely on quotation Ex.A5. As such, it is very difficult to accept the contention of the complainant regarding Ex.A5. It is settled law that any proof adduced without any pleading relating to such proof is of no help to the party. With regard to claim of compensation under other Heads also, the complainant is not entitled, inasmuch as the complainant has failed to make out a specific case by advancing pleading on those aspects to hold that she is entitled for compensation under such heads.

CONCLUSION ON POINT Nos.1 to 4:

18. For all the foregoing reasons, the conclusion that emerges on Point Nos.1 to 4 is that the complaint falls within the jurisdiction of this Authority and is maintainable; that the application in I.A.No.4 of 2023 to direct the respondents to produce the original letter of Ex.B1 dt.06.10.2021 to send to Expert has no merits and consequently, I.A.No.3 of 2023 to send the said letter to the Expert to compare alleged signature of complainant with her admitted signatures and for report, has also no merits and both the applications are liable to be dismissed; and that the complainant has failed to prove that she is entitled for award of compensation. Accordingly, Point No.2 on the question of maintainability of the complaint is answered in favour of the complainant and against the respondents; and Point Nos.1, 3 and 4 are answered against the complainant and in favour of the respondents.

19. In the result, in view of findings on Point Nos.1 to 4 as recorded in Para 18 above, the complaint is dismissed. However, having regard to peculiar facts and circumstances of the case, the parties are directed to bear their own costs.

Typed to my dictation, corrected and pronounced by me in open Court on this, the 12th day of FEBRUARY, 2025

Sd/-
ADJUDICATING OFFICER,
TG RERA: HYDERABAD.

**APPENDIX OF EVIDENCE
WITNESSES EXAMINED
NONE**

**EXHIBITS MARKED FOR COMPLAINANT
(By consent, except Exs.A6 and A7)**

Ex.A-1	Dt.25.11.2021	Copy of Agreement of Sale in between Dr.K.L.Narayana and Ms.Neelima Vanguru.
Ex.A-2	Dt.11.04.2022	Copy of Sale-Deed vide Doc.No.5886/2022 of Joint Sub-Registrar, Ranga Reddy District.
Ex..A-3	Dt.03.11.2020	Copy of Agreement of Sale in between Mrs.Kaza Kavya and Ms.Neelima Vanguru.
Ex.A-4	Dated Nil.	Prospectus of Respondent Company.
Ex.A-5	Dated: Nil	Quotation of Fenesta and Veka.
Ex.A-6	Dt.17.12.2020	Agreement of Sale. (marked subject to objection)
Ex.A-7	Dt.31.03.2021	Agreement of Sale. (marked subject to objection)
Ex.A-8	Dt.09.09.2023	Hand over letter issued by Trendset Jayabheri Projects LLP
Ex.A-9	Dated: NIL	Two (2) blank signed cheques issued by the complainant.
Ex.A-10	Dt.17.03.2022	Copy of Cheques of HDFC Bank issued for Rs.1 Crore only.
Ex.A-11	Dt.09.04.2022	Copy of Cheques of HDFC Bank issued for Rs.1 Crore only.
Ex.A-12	Dt.07.06.2023	Copy of petition filed under Or.VII Rule 11(a) r/w Sec.151 CPC by Ms.Kaza Kavya against Mr.Neelima Vanguru on the file of VI Adldl.Dist.Judge, Ranga Reddy District.
Ex.A-13	Dt.05.09.2024	Copy of order passed in Complaint No.664/2023 by RERA Authority.
Ex.A-14	11.10.2023	E-mail with (10 page enclosures)

**EXHIBITS MARKED FOR RESPONDENTS
(By consent, except Ex.B1)**

Ex.B-1	Dt.06.10.2021	Copy of letter of Ms.Neelima to Dr.K.L.Narayana. (MARKED SUBJECT TO OBJECTION)
Ex.B-2	Dt.14.06.2023	Copy of letter of Dr.K.L.Narayana to Trendset Jayabheri Project LLP.
Ex..B-3	Dt.14.06.2023	Copy of letter of Dr.K.L.Narayana to Mr.Neelima.
Ex.B-4	Dt.09.05.2017	Copy of building permission Order.
Ex.B-5	Dt.14.05.2022	Copy of letter of Dr.K.L.Narayana to Ms.Neelima and Project incharge of M/s.Trendset Jayabheri Projects LLP
Ex.B-6	06.06.2023	Copy of Occupancy Certificate order issued by GHMC.
Ex.B-7	Dt.12.04.2022	Letter addressed by Dr.K.L.Narayana to Ms.Neelima.
Ex.B-8	...	Copies of two (2) cheques issued in favour of Ms.Neelima.
Ex.B-9	Dt....	Copy of Bank Statement of Kaza Kavya.

Ex.B-10	Dt.01.06.2021	Copy of Order No.16, dt.01.06.2021 issued by TS RERA extending timeline.
Ex.B-11	Dt.13.02.2023	Copy of plaint filed in O.S.No.38/2023 on the file of VI ADJ Court, Ranga Reddy District at Kukatpally.
Ex.B-12	Dt.09.08.2023	Copy of order in I.A.No.663/2023 in O.S.No.38 of 2023 on the file of VI ADJ Ranga Reddy District at Kukatpally.
Ex.B-13	Dt.25.11.2021	Copy of Agreement of Sale in between Dr.KL Narayana and Ms.Neelima Vanguru.
Ex.B-14	Dt.16.05.2022	Copy of Hand over letter issued by Trendset Jayabheri Projects LLP to Ms.Vanguru Neelima.
Ex.B-15	Dated: NIL	Copy of complaint file under Form 'M' by Mr.Neelima against Trendset Jayabheri Projects LLP & others on the file of RERA Hyderabad.
Ex.B-16	12.03.2019	Registration Certificate of Project issued by RERA.

Sd/-
ADJUDICATING OFFICER,
TG RERA: HYDERABAD.

Cc.

