

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

Dated, this, the 25th day of FEBRUARY, 2025.

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

COMPLAINT No.32/2024/TG RERA

Between:

Sri Sridhar Bollabathula, Flat No.G6, SR Castle, Road No.10, Sri Sai Balaji
Enclave, Mallampet, Bachupally, Qutbullapur, Ranga Reddy – 500 090.

...Complainant.

and

- 1) Vision Pride Infra Services, rep., by its Managing Director Sri
Tumuluri Santosh Kumar, H.No.6-3-1239/2/A, Koti's Court,
3rd Floor, Rajbhavan Road, Somajiguda, Hyderabad – 500 082.
- 2) Vision Pride Real Estate Developers, rep., by its Managing Director
Sri Tumuluri Santosh Kumar, H.No.6-3-1239/2/A, Koti's Court,
3rd Floor, Rajbhavan Road, Somajiguda, Hyderabad – 500 082.

...Respondents.

This complaint came up for hearing before me on 06.02.2025 in the presence of the complainant in person and Respondent Nos.1 and 2 remained *ex parte*, upon hearing the argument of the complainant and having stood over for consideration till this day, the following order is passed:

ORDER

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') by the complainant against the Respondents for award of compensation.

CASE OF THE COMPLAINANT:

2(a). The factual matrix as gathered from the complaint reveals that the complainant and respondent No.1 came in contact for the first time during the month of September, 2018. Respondent No.1 offered to sell a plot admeasuring 133 Sq.Yards in Sy.Nos.157/EE/1 and 157/U3/1 situated at Kalakonda village, Madugul Mandal, Ranga Reddy District for a sale consideration of Rs.2,30,000/- (Rs.Two Lakhs and Thirty Thousand only). The complainant has paid an amount of Rs.1,00,000/- (Rs.One Lakh only) under receipt bearing No.579, dt.29.09.2018. Later, the complainant has made remaining payment of Rs.1,30,000/- (Rs.One Lakh and Thirty Thousand only) under Receipt dt.02.12.2018 and in this receipt there is a mention to the extent of plot agreed to be sold. According to complainant, Respondent No.1 executed Membership Purchase Agreement for Holidays dt.29.09.2018. The complainant pleads that Respondent No.1 later failed to get the land developed and also to get layout from DTCP. After much persuasion, Respondent No.1 at last executed a Registered Sale Deed dt.14.09.2019 in respect of said Plot No.2 admeasuring 133 Sq.Yards in said Survey numbers.

2(b). It is further pleaded by the complainant that Respondent No.1 promised to develop the land by planting Malabar Neem Trees with Resort facilities, but failed to do so. It is stated that since 5 years, the land is not developed though Respondent No.1 promised to develop the Project in two years with all amenities. Respondent No.1 also did not get the Project registered with Real Estate Regulatory Authority. Respondent No.1 has started another Company in the name and style of Vision Pride Real Estate Developers, i.e., R-2 Company to take up the activities of real estate. The complainant asserts that he lost the

profits from the said plot purchased due to failure of Respondent No.1 Company in developing the Project as promised. Therefore, the complainant claims compensation under various heads, viz., Rs.5,00,000/- (Rupees Five Lakhs only) towards mental stress; Rs.20,000/- (Rupees Twenty Thousand only) towards Advocate fee; Rs.50,000/- (Rupees Fifty Thousand only) towards loss of working days and Rs.3,00,000/- (Rupees Three Lakhs only) towards loss of rent. Thus, the complainant prays to award a compensation of Rs.8,70,000/- (Rupees Eight Lakh and Seventy Thousand only).

3. Notices were issued to Respondent Nos.1 and 2 by Registered Post and Acknowledgment Due. Notices so sent first time were not returned. Again fresh notices were ordered to Respondent Nos.1 and 2 at request of complainant and such notices were entrusted to the complainant to serve the same on Respondent Nos.1 and 2 and file proof of service and case was adjourned to 16.01.2025. On 16.01.2025, the complainant filed his affidavit with photos (3 in number) said to be of Manager and Front Desk stating inter alia that the complainant went to the office of the respondents in order to serve the notices at the addresses of Respondent Nos.1 and 2 and that the said two persons by name Veeresham and Kalyan refused to receive notices and the complainant returned three (3) notices handed over to him for service. Respondent Nos.1 and 2 have been called on 16.01.2025 and they remained absent. Having perused the affidavit filed and the circumstances mentioned therein with regard to attempt made by the complainant to serve the notices, it was concluded that the refusal to receive notices by said persons on behalf of Respondent Nos.1 and 2 amounts to refusal to receive notices and as such, the same has to be presumed as sufficient service. Therefore, Respondent Nos.1 and 2 have been set ex parte and the case adjourned for ex parte evidence.

4. The complainant filed his affidavit in lieu of his evidence and got marked Exs.A1 to A7.

5. Heard the complainant.

6. Now the Point for consideration is whether the complainant is entitled for compensation and if so, to what amount?

7. **POINT:**

A reference to the case of the complainant while referring to the contents of the complaint has been made supra. In support of his case, the complainant has filed his affidavit in lieu of oral evidence and also got marked Exs.A1 to A7. Ex.A1 is copy of Registered Sale Deed executed by Respondent No.1 in favour of complainant in respect of Plot No.2 sold in favour of the complainant. Ex.A2 is copy of receipt dt.29.09.2018 for payment of Rs.1,00,000/- (Rs.One Lakh only) to Respondent No.1. Ex.A3 is another receipt for payment of Rs.1,30,000/- (Rupees One Lakh and Thirty Thousand only) by the complainant to Respondent No.1. Ex.A4 is the Copy of Membership Purchase Agreement dt.29.09.2018. Ex.A5 is said to be a copy of sketch showing the plots made by Respondent No.1 in said Survey numbers and out of such plots, Plot No.2 was sold to the complainant under Ex.A1 Sale Deed. Ex.A6 is copy of Holiday Gift Voucher dt.29.09.2018. Ex.A7 is copy of Gift Voucher. A perusal of affidavit of complainant coupled with said documentary evidence Exs.A1 to A7 supports the contentions raised by the complainant. The respondents failed to appear and contest the claim of the complainant. Admittedly, the complainant made purchase of said plot from Respondent No.1. The complainant pleaded that Respondent No.1 has also established another Company, i.e., Respondent No.2

Company. Since the complainant purchased the said plot from Respondent No.1 and Respondent No.1 failed to develop the Project and delayed execution of sale deed as pleaded in the complaint, Respondent No.1 would be alone liable to answer the claim of the complainant. Therefore and in view of the fact that Respondent No.1 failed to appear and contest the claim of the complainant, the complainant is entitled for compensation from Respondent No.1 only.

8. In view of said conclusion that the complainant is entitled for compensation, it has to be noted that the compensation has to be granted under the heads pecuniary and non-pecuniary. Though compensation has not been defined under the Act, Section 72 of the Act speaks about factors to be taken into consideration while adjudicating the question of compensation, which reads as under:

*“Sec.72. Factors to be taken into account by the Adjudicating Officer:-
While adjudging the quantum of compensation or interest, as the case may be, under Section 71, the adjudicating officer shall have due regard to the following factors, namely:-*

- (a) the amount of disproportionate gain or unfair advantage, wherever quantifiable, made as a result of the default;*
- (b) the amount of loss caused as a result of the default;*
- (c) the repetitive nature of the default;*
- (d) such other factors which the adjudicating officer considers necessary to the case in furtherance of justice.”*

9. For determining the compensation to be granted to the complainants for loss or injury due to non-delivery of possession on time, there is Authority of the Hon’ble Apex Court in **“M/s. Fortune Infrastructure (now known as M/s.Hicon Infrastructure) and another vs. Trevor D’Lima and others, Civil Appeal No.(s) 3533-3534 of 2017 decided on 12.03.2018,** wherein it is held :

“No hard and fast rule can be laid down, however, a few examples would be where an allotment is made, price is received/paid, but possession is not given within the period set out in the brochure. The Commission/Forum would then need to determine the loss. Loss could be determined on basis of loss of rent which could have been earned if possession was given and the premises let out or if the consumer had to stay in rented premises, then on the basis of rent actually paid by him. Along with recompensing the loss, the Commission/Forum may also compensate for harassment/injury, both mental and physical.”

In the aforesaid case, the Hon’ble Apex Court laid down the principle for entitlement of the compensation due to loss or injury and its scope in cases where the promoter of real estate failed to complete the project and defaulted in handing over its possession.

10. The complainant has claimed compensation under various heads as noted supra. Admittedly, the complainant agreed to purchase the plot for a total consideration of Rs.2,30,000/- in the month of September, 2018. However, the sale Deed Ex.A1 shows that the sale consideration for purchase of plot mentioned therein is Rs.33,500/-. This may be due to the understanding between the parties or due to the market value of the plot purchased. The fact remains that the case of the complainant regarding purchase of plot and the alleged harassment and mental agony caused to the complainant as pleaded in the complaint is unchallenged. No doubt, the plot purchased by the complainant is for Rs.2,30,000/-. For poor people in our Indian society, such amount cannot be taken as very meagre. Such an amount for poor people in our Indian society has to be taken as a challenge for them and it would be a serious saving for them or a serious expenditure to have a house in their life. Our Indians would be emotionally attached to a residential house for the family. In the circumstances, the pleadings as advanced by the complainant to claim compensation cannot be taken in a lighter way. However, considering the location of the

property and extent of plot and its value, it is very difficult to accept the contention of the complainant that he can claim compensation towards loss of rent, much less an amount of Rs.3,00,000/- as claimed by him. However, having regard to facts and circumstances of the case and the amount spent for purchase of plot and the unchallenged pleading of the complainant supported by documentary evidence Exs.A1 to A7, I am of the considered view that the complainant is entitled for following compensation under different heads:

Sl.No.	Head(s)	Amount (in Rupees)
1	Compensation towards loss of income on working days due to visits by the complainant to get the plot registered and to request to make development as promised.	20,000-00
2	Compensation towards harassment and mental agony.	50,000-00
3	Compensation towards Advocate fee	10,000-00
	TOTAL	80,000-00

(Rupees Eighty Thousand only). The Point is accordingly answered in favour of complainant and against Respondent No.1.

11. In the result, Respondent No.1 is directed to pay an amount of Rs.80,000/- (Rs.Eighty Thousand only) towards compensation within (60) days from the date of this Order, failing which, Respondent No.1 shall be liable to pay interest at the rate of 10% per annum (highest MCLR rate of 8% plus 2% i.e., 10% per annum) as per Rule 15 of the Rules

from the date of complaint till realization. The complaint is partly allowed accordingly. It is needless to mention that the complaint against Respondent No.2 is dismissed.

Typed to my dictation, corrected and pronounced by me in open Court on this, the 25th day of FEBRUARY, 2025.

Sd/-
ADJUDICATING OFFICER,
TG RERA: HYDERABAD.

WITNESSES EXAMINED

None

Exhibits marked for complainant:

Ex.A1	Dt.14.09.2019	Copy of Sale Deed.
Ex.A2	Dt.29.09.2018	Copy of receipt No.579 for receipt of Rs.1,00,000/- by Respondent No.1 from complainant.
Ex.A3	Dt. 02.12.2018	Copy of receipt No.968 for receipt of Rs.1,30,000/- by Respondent No.1 from complainant.
Ex.A4	Dt.29.09.2028	Copy of Membership purchase agreement for holidays and club membership.
Ex.A5	Dt.NIL	Said to be a copy of sketch showing the plots made by Respondent No.1 in said Survey numbers and out of such plots, Plot No.2 was sold to the complainant under Ex.A1 Sale Deed.
Ex.A6	Dt.29.09.2018	Copy of Holiday Gift Voucher dt.29.09.2018.
Ex.A7	Dt.NIL	Copy of Gift Voucher.

Exhibits marked for Respondents

NIL (Respondents ex parte)

Sd/-
ADJUDICATING OFFICER,
TG RERA: HYDERABAD.

Cc.