

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

Complaint No. 697 of 2025

Dated: 22nd June 2026

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

Seema Gattani

*B-703, Vajras jasmine county,
Road no. 1, financial district, Hyderabad-500032*

...Complainant

AND

Rama Devi Geedi

*Venkateshwara colony, Bandlaguda Jagir,
Kismathpur, Hyderabad – 500030*

...Respondent

The present matter filed by the Complainants detailed hereinabove came up for hearing on 08-01-2026 before this Authority in the presence of the Complainants in person and the representative of the Respondent. Upon hearing their submissions, this Authority proceeded to pass the following **ORDER**:

2. The present Complaint has been filed by the Complainants under Section 31 of the Real Estate (Regulation & Development) Act, 2016 read with Rule 34(1) of the Telangana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the "Rules") seeking appropriate similar relief(s) against the Respondent.

A. The brief facts of the case, as stated by the Complainants, are as follows:

3. It was submitted that the Complainant purchased a semi-furnished residential apartment bearing Flat No. 202 (West Facing) on the 2nd Floor, admeasuring 2,075 square feet including common areas and two car parking spaces, together with an undivided share of land admeasuring 60.55 square yards in the integrated residential apartment complex known as "GREENSPACE CELESTIAL – BLOCK-D", forming part of a larger extent of land admeasuring 40,181.95 square yards situated at Kokapet Village, Gandipet Mandal, Ranga Reddy District, Telangana.

4. It was submitted that an Agreement of Sale dated 27.07.2024 was entered into between the Complainant and Smt. Rama Devi Geedi in respect of the subject apartment. According to the Complainant, the said Agreement was executed as a tripartite arrangement involving the financing bank, namely Bank of Baroda, after verification of the project documents and related approvals. It was further submitted that under the terms of the Agreement of Sale, possession

of the subject apartment was agreed to be handed over by 31.12.2024 with a grace period of three months, thereby making the outer limit for delivery of possession March, 2025.

5. The Complainant submitted that despite expiry of the agreed possession period, the Respondents failed to hand over possession of the subject apartment. It was further submitted that repeated requests and communications were addressed to the builder and the landowner seeking clarification regarding the status of construction and the expected date of possession. However, according to the Complainant, no definite or committed timeline for handing over possession has been communicated by the Respondents.

6. It was further submitted that under the terms of the Agreement of Sale, the Respondents were liable to pay compensation at the rate of ₹1,00,000/- (Rupees One Lakh only) per month for any delay in handing over possession beyond the agreed date. The Complainant contended that despite substantial delay in delivery of possession, no compensation has been paid till date. According to the Complainant, representatives of the Respondents informed that compensation would not be paid as the delay affected all purchasers in the project. The Complainant further submitted that due to the delay in possession, he is constrained to simultaneously service his housing loan obligations and incur rental expenses for alternative accommodation, thereby causing financial hardship and mental stress.

B. Relief(s) Sought

7. In view of the above facts and circumstances, the Complainant has prayed for the following relief:

- i. To direct the Respondents to pay compensation at the rate of ₹1,00,000/- (Rupees One Lakh only) per month for the delay in handing over possession of the subject apartment, from the agreed date of possession until the date of actual handover, in terms of the Agreement of Sale executed between the parties.*

C. Reply filed by the Respondent

8. At the outset, the Respondent denied all the allegations made in the Complaint except those specifically admitted therein. While not disputing the description of the subject property furnished by the Complainant, the Respondent denied any independent liability in respect of the alleged delay in handing over possession or payment of compensation.

9. It was submitted that the Respondent, along with another co-owner, is the owner of land

admeasuring Ac.1-16 Guntas situated in Survey Nos.146/AA and 146/E of Kokapet Village, Gandipet Mandal, Ranga Reddy District. According to the Respondent, a registered Development Agreement-cum-General Power of Attorney dated 01.10.2018 was executed in favour of M/s. Fortune Builders for development of the property, and a subsequent Supplementary Agreement dated 25.02.2023 was also entered into governing the allocation of the developed units between the landowners and the developer.

10. It was submitted that the subject apartment bearing Flat No.202 in “Greenspace Celestial – Block D” formed part of the share allotted to the Respondent under the said development arrangement. The Respondent contended that all permissions, approvals and the RERA registration pertaining to the project were obtained by M/s. Fortune Builders, which is the developer of the project and holder of RERA Registration No. P02400005073.

11. The Respondent further submitted that she had no involvement in the construction, marketing, execution, or management of the project and that all such activities were undertaken exclusively by M/s. Fortune Builders in terms of the Development Agreement. According to the Respondent, the Complainant initially approached the marketing team of the developer and not the Respondent directly. It was contended that the Agreement of Sale dated 26.07.2024 was executed by the Respondent only upon the instructions of the developer since the subject apartment formed part of the Respondent’s allocated share.

12. It was further submitted that the Respondent had already executed a registered Sale Deed bearing Document No.16945 of 2025 dated 27.09.2025 in favour of the Complainant in respect of the subject apartment, thereby conveying title in the property. According to the Respondent, the Complainant failed to disclose the execution of the said Sale Deed in the Complaint and had selectively presented facts before this Authority.

13. The Respondent contended that the Complainant had already taken possession of the subject apartment and had substantially completed interior works therein. In support of the said contention, photographs were stated to have been filed along with the counter. According to the Respondent, the allegation regarding non-handover of possession is therefore misleading and amounts to concealment of material facts.

14. It was submitted that the project “Greenspace Celestial” is a large-scale residential development consisting of multiple blocks and a clubhouse, being developed in phases by M/s.

Fortune Builders. The Respondent contended that any delay in completion of the project is solely attributable to the developer and is beyond the control of the landowners. It was further submitted that the Respondent has no authority or control over the construction schedule, progress of the project, or issuance of statutory approvals.

15. The Respondent further submitted that under Clause 4 of the registered Sale Deed dated 27.09.2025, possession of the subject apartment is to be delivered within six months from the date of receipt of the Occupancy Certificate from HMDA. According to the Respondent, as the Occupancy Certificate has not yet been obtained by the developer, no liability for delay in handing over possession can be attributed to the Respondent as on date.

16. The Respondent denied the claim of compensation at the rate of ₹1,00,000/- per month relied upon by the Complainant under Clauses 26 and 27 of the Agreement of Sale dated 26.07.2024. It was contended that upon execution of the registered Sale Deed, all prior contractual terms stood merged into the Sale Deed and consequently any compensation clause contained in the Agreement of Sale ceased to have independent enforceability. According to the Respondent, the Sale Deed does not contain any clause imposing liability upon the landowner for payment of compensation for delay.

17. The Respondent further contended that the Complaint itself is premature and not maintainable. It was submitted that the registered Sale Deed was executed on 27.09.2025 and that the present Complaint was filed on 06.10.2025, within a period of nine days from the date of execution of the Sale Deed. According to the Respondent, in view of the stipulation contained in the Sale Deed linking delivery of possession to the grant of Occupancy Certificate, no cause of action had arisen on the date of filing of the Complaint.

18. It was further submitted that the Complainant had deliberately suppressed material facts, particularly the execution of the Sale Deed and the alleged taking over of possession of the apartment for carrying out interior works. Reliance was placed upon the judgment of the Hon'ble Supreme Court in S.P. Chengalvaraya Naidu v. Jagannath [(1994) 1 SCC 1] to contend that a litigant who suppresses material facts is not entitled to any equitable relief.

19. The Respondent also raised an objection regarding non-joinder of necessary parties. It was contended that M/s. Fortune Builders, being the developer responsible for construction, marketing, completion of the project and obtaining statutory approvals, is a necessary party to

the proceedings. According to the Respondent, failure to implead the developer is fatal to the maintainability of the Complaint. Reliance was placed upon the judgment of the Hon'ble Supreme Court in *Moreskar S/o Yadaorao Mahajan v. Vyankatesh Sitaram Bhedi* (2022 INSC 1027) in support of the said contention.

20. The Respondent further submitted that a landowner cannot be held liable for deficiencies arising out of construction activities undertaken by an independent developer. Reliance was placed on the judgment of the Hon'ble Supreme Court in *Sriganesh Chandrasekaran & Others v. M/s. Unishire Homes LLP & Others* (2026 INSC 172) to contend that landowners who are not involved in construction activities cannot be fastened with liability for alleged deficiencies attributable to the developer.

21. Accordingly, the Respondent contended that the Complaint is misconceived, premature, and not maintainable either on facts or in law. It was therefore prayed that the Complaint be dismissed with costs and that the claim for compensation be rejected in its entirety.

D. Rejoinder filed by the Complainant

22. In response to the counter filed by the Respondent, the Complainant denied the allegations and contentions raised therein and reiterated the averments made in the complaint. It was contended that the Respondent is attempting to evade its obligations by shifting the responsibility for delay entirely upon the developer and by relying upon the subsequently executed Sale Deed to defeat the contractual obligations arising under the Agreement for Sale dated 26.07.2024.

23. The Complainant submitted that the possession of the subject apartment was contractually agreed to be delivered on or before 31.12.2024 with a grace period of three months and that the delay in handing over possession commenced from 01.04.2025. It was contended that the right to claim compensation for delay accrued immediately upon expiry of the agreed possession period and could not be extinguished by the subsequent execution of the Sale Deed dated 27.09.2025 in the absence of any express waiver or settlement of such claims.

24. The Complainant further submitted that lawful possession under the provisions of the Real Estate (Regulation and Development) Act, 2016 necessarily requires obtaining of Occupancy Certificate and formal handing over of possession. According to the Complainant,

the Respondent herself has admitted in the counter that possession is linked to receipt of Occupancy Certificate from HMDA. Therefore, any alleged access provided for carrying out interior works cannot be treated as lawful possession or valid handover under the Act.

25. It was further contended that the Respondent, being the landowner, vendor and executant of the Agreement for Sale and the Sale Deed, cannot avoid liability towards the allottee by relying upon internal arrangements entered into with the developer. The Complainant submitted that private arrangements between the landowner and the developer cannot prejudice the rights of the allottee and that the Respondent remains bound by the commitments undertaken under the Agreement for Sale.

26. The Complainant denied the allegation that possession had been delivered and submitted that essential facilities and amenities including parking allocation, water supply, drainage facilities and other basic services were yet to be provided. It was further contended that no Occupancy Certificate, possession letter or handing-over memorandum has been produced by the Respondent to establish lawful delivery of possession.

27. The Complainant also denied the allegation of suppression of facts and contended that the dispute pertains to delay in delivery of lawful possession and the consequent entitlement to compensation and statutory interest. According to the Complainant, the execution of the Sale Deed does not cure the earlier breach nor does it absolve the Respondent of liability arising from delay.

28. The Complainant further submitted that the cause of action arose upon expiry of the possession period stipulated under the Agreement for Sale and that the complaint is maintainable under the provisions of the RE(R&D) Act, 2016. It was contended that Section 18 of the Act confers an independent statutory entitlement to interest for delay in handing over possession and that such statutory rights cannot be defeated by subsequent contractual arrangements.

29. It was further submitted that the Respondent and the developer failed to appear before this Authority on multiple occasions despite having knowledge of the proceedings and that such conduct demonstrates a lack of seriousness in resolving the grievance raised by the Complainant. The Complainant alleged that despite repeated requests, the Respondent and the developer failed to provide a definite timeline for completion of the project and delivery of

lawful possession.

30. Accordingly, the Complainant prayed that this Authority hold that there is delay in handing over lawful possession of the subject apartment, direct the Respondent and the developer to pay compensation and/or statutory interest for the period of delay, complete the remaining works, obtain the Occupancy Certificate, hand over lawful possession of the subject apartment, and grant such other reliefs as may be deemed fit in the facts and circumstances of the case.

E. Points for Consideration

31. After considering the facts stated and submissions made by both the parties, the following question rises before this Authority:

- I. Whether the Complainant is entitled to the relief sought? If so, to what extent?

F. Observation of the Authority

32. This Authority has carefully considered the pleadings, documents placed on record, and the rival submissions advanced by the parties. The principal grievance of the Complainant is that despite the execution of the Agreement for Sale dated 26.07.2024 in respect of Flat No. 202, Greenspace Celestial – Block D, and despite the expiry of the possession period stipulated therein, the subject apartment has not been handed over in a legally complete and habitable condition.

33. The Complainant has, therefore, sought payment of compensation at the rate of ₹1,00,000/- (Rupees One Lakh only) per month for the alleged delay in handing over possession of the subject apartment. Conversely, the Respondent has disputed the maintainability of the said claim and contended that the relief sought is beyond the jurisdiction of this Authority and falls within the exclusive domain of the Adjudicating Officer constituted under the provisions of the Real Estate (Regulation and Development) Act, 2016.

34. The Complainant has contended that under Clauses 26 and 27 of the Agreement for Sale dated 26.07.2024, the Respondent had agreed to deliver possession of the subject apartment on or before 31.12.2024 with a grace period of three months and had further agreed to pay compensation at the rate of ₹1,00,000/- (Rupees One Lakh only) for every month of delay in handing over the scheduled property. According to the Complainant, despite repeated requests and follow-up communications, neither possession of the apartment has been lawfully

handed over nor has any compensation been paid. It is the specific case of the Complainant that the delay has caused considerable financial hardship as she continues to incur liabilities towards housing loan repayments and other associated expenses, thereby entitling her to the relief sought in the present Complaint.

35. Per contra, the Respondent has vehemently denied the entitlement of the Complainant to any compensation. It was submitted that although the Agreement for Sale dated 26.07.2024 contains a clause relating to delivery of possession and compensation for delay, the parties subsequently entered into a Registered Sale Deed dated 27.09.2025, which, according to the Respondent, governs the rights and obligations of the parties. The Respondent contended that under Clause 4 of the Registered Sale Deed, possession of the subject apartment is required to be delivered within six months from the date of obtaining the Occupancy Certificate from HMDA and that the Occupancy Certificate has not yet been obtained. It was further submitted that the project continues to remain validly registered with this Authority up to 24.06.2028 and, therefore, no delay attributable to the Respondent can presently be established under the provisions of the RE(R&D) Act, 2016. The Respondent additionally contended that the claim for compensation at the rate of ₹1,00,000/- per month is not maintainable before this Authority and that any such claim, if maintainable, falls exclusively within the jurisdiction of the Adjudicating Officer under Section 71 of the Act.

36. This Authority notes that the sole substantive relief sought by the Complainant in the present Complaint is payment of compensation at the rate of ₹1,00,000/- (Rupees One Lakh only) per month for the alleged delay in handing over possession of the subject apartment. The dispute, therefore, essentially relates to a claim for monetary compensation arising out of the alleged breach of contractual obligations and the consequential loss stated to have been suffered by the Complainant.

37. This Authority finds merit in the Respondent's submission insofar as the issue of jurisdiction is concerned. Under the statutory scheme of the Real Estate (Regulation and Development) Act, 2016, the Authority is empowered to regulate the real estate sector, ensure compliance with the provisions of the Act, and grant such reliefs as are specifically contemplated thereunder. However, claims relating to compensation, damages, interest, or monetary loss arising out of an alleged delay or breach are required to be adjudicated by the Adjudicating Officer appointed under Section 71 of the RE(R&D) Act, 2016. The jurisdiction vested in the Adjudicating Officer is distinct and separate from that of the Authority and

extends specifically to determination of claims for compensation under the provisions of the Act.

38. Accordingly, this Authority holds that the relief sought by the Complainant, to the extent it relates to payment of compensation at the rate of ₹1,00,000/- (Rupees One Lakh only) per month for the alleged delay in handing over possession of the subject apartment, cannot be adjudicated by this Authority in exercise of its jurisdiction under Section 31 of the RE(R&D) Act, 2016. The Complainant is therefore at liberty to approach the Adjudicating Officer under Section 71 of the Real Estate (Regulation and Development) Act, 2016, if so advised, for adjudication of the claim for compensation in accordance with law.

39. Accordingly, the Complaint is dismissed. No order as to costs.

Sd/-
Sri K. Srinivasa Rao,
Hon'ble Member,
TG RERA

Sd/-
Sri Laxmi Narayana Jannu,
Hon'ble Member,
TG RERA

