

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

COMPLAINT NO.35 OF 2024

14th Day of August, 2024

Corum: Dr. N. Satyanarayana, IAS (Retd.), Hon'ble Chairperson
Sri K. Srinivasa Rao, Hon'ble Member
Sri Laxmi Narayana Jannu, Hon'ble Member

1. Sri E. Sairam
2. Sri N. Sridhar ...Complainants

Versus

1. M/s Green Metro Infratech Projects Pvt. Ltd.,
Represented through its Authorised Representative,
Sri Boddu Ashok Kumar
 2. M/s Bhuvanteza Infra Projects Pvt. Ltd.,
Represented through its Authorised Representative,
Sri Chekka V. Subramanyam
- ...Respondents

The present matter filed by the Complainant herein came up for hearing on 05.06.2024, 09.07.2024, 31.07.2024 and 14.08.2024 before this Authority in the presence of Complainant in person, and Counsel for Respondent No.1, Sri V.M.N.S. Prasad, Sri U. Narendra and Sri Govind Narayana Swami, none for Respondent No.2, and upon hearing the arguments, this Authority passes the following **INTERIM ORDER:**

2. The present Complaint has been filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the “Act”) read with Rule 34(1) of the Telangana Real Estate (Regulation and Development) Rules,

2017 (hereinafter referred to as the “Rules”) seeking interim directions to the Respondent No.1 not to create any third-party rights on the Flat No. A-207 at Tulasi Bhagyanagar Project, Dundigal registered with this Authority vide Registration No.P02200002031.

3. The Complainants submitted that they initially booked two Flats being A-207 & A-208 and Respondent No.2 executed two separate Agreements of Sale dated 12.04.2021 in favour of each Complainant herein. The Complainants submitted that they paid booking amount and part of the total sale consideration and that the remaining amount would be paid through bank loan. Due to some reason, loan of Complainant No.2 was rejected, hence both the Complainant merged their amounts paid towards purchase of Flat No.A-207 only. Accordingly, they paid total sale consideration of Rs.31,00,000/- (Rupees Thirty-One Lakhs Only) by way of cheque and cash as on 27.04.2022 to Respondent No.2, M/s Bhuvanteza Infra Projects Pvt. Ltd., through its Authorised Representative, Sri Chekka V. Subramanyam towards joint purchase of Flat No.A-207, at Tulasi Bhagyanagar Project, Dundigal. Upon several requests, Respondent No.1 also executed Agreement of Sale dated 16.09.2021 in favour of the Complainant No.1 in this regard but has failed to deliver and register the Flat in favour of the Complainants even after lapse of almost 4 years since the date of the Agreement i.e., 16.09.2021, but there has been no response from the Respondents.

4. Meanwhile, notices have been issued to the Respondents and the notices have been returned for Respondent No.2, whereas, Respondent No.1 entered appearance through its counsel. Respondent No.1 also filed a reply, primarily submitting that there was no such Agreement executed by the said Respondent

in favour of Complainants and that therefore, there is no privity of contract between the Complainants and the Respondent No.1. It was submitted that as per Complainants' own submissions amounts were completely received by the Respondent No.2 and that Respondent No.1 cannot be made liable for fraudulent actions of Respondent No.2. It was also specifically submitted that the Respondent No.1 never entered into any agreement with Respondent No.2 for sale/marketing/advertising of the Respondent No.1's flats in the Tulasi Bhagyanagar Project, Dundigal. That, therefore, it was prayed that present complaint be dismissed against the said Respondent No.1.

Interim Directions:

5. This Authority has perused the material on record and heard contentions of both the parties. During the hearing, the Complainants reiterated the contents of their complaint and sought for interim reliefs whereas, the Respondent No.1 prayed not to issue any interim directions to Respondent No.1 as there exists no privity of contract between the Complainant and the Respondent No.1.

6. This Authority heard this matter along with other connected matters and observes that amounts were sent by the Complainant to the Respondent No.1 through Respondent No.2, who has failed to appear before this Authority. This Authority is of the considered opinion that the Respondent No.1 is waiving off its responsibility towards the innocent Complainant/allottee by merely submitting that there is no privity of contract between the Complainant and the Respondent No.1. The very fact that the Respondent No.1 does not speak of its contractual relationship, whether on paper or oral, with the Respondent No.2, who has proceeded with several sales of the Project belonging to the Respondent No.1

raises grave suspicion of the actions of the Respondent No.1 in violation of the provisions of the Act, 2016. It appears that Respondent No.1 is attempting to abdicate its responsibility to the detriment of the innocent Complainant.

7. This, in view of the Authority is not permissible and therefore, in order to protect the rights and interests of the Complainant/allottee, in the interim, this Authority directs Respondent No.1 not to alienate/sell/transfer or create any third-party rights on Flat No.A-207, at Tulasi Bhagyanagar Project, Dundigal until the present complaint is finally disposed of by this Authority. Upon failure of the Respondent to comply with this order appropriate action under Section 63 will be initiated against the Respondent No.1.

8. Matter is listed for further hearing on 10.09.2024.



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

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