

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

[Under the Real Estate (Regulation and Development) Act, 2016]

Complaint No. 246 of 2025

Dated: 30th December 2025

Quorum:

Dr. N. Satyanarayana, IAS (Retd.), Hon'ble Chairperson

Sri K. Srinivasa Rao, Hon'ble Member

Sri Laxmi Narayana Jannu, Hon'ble Member

1. Mr. Velampalli Sita Rama

2. Venkata Krishna Rao

R/o 7-158/7/202, Divya Shakti Apartments

Opp to Lal Bungalow, Ameerpet

Hyderabad

...Complainant

Versus

M/s. Vasavi Realtor LLP,

*Rep by its Designated Partner, Vijay Kumar Yerram & Kandey Ramesh,
Vasavi Corporate,*

H.No.8-2-703/7/1 and 8-2-703/7/1/A,

*4th Floor, Vasavi Corporate Building, Amrutha Valley Apartments,
Road No. 12, Banjara Hills, Hyderabad, Telangana - 500034*

...Respondent

The present matter filed by the Complainant herein came up for hearing before this Authority in presence of Complainant and the Respondent; upon pursuing the material on record and on hearing arguments of both the parties and having stood over for consideration till this day, the following order is passed:

ORDER

2. The present Complaint has been filed by the Complainant under Section 31 of the Real Estate (Regulation & 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 appropriate relief(s) against the Respondents.

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

3. It was submitted that the Complainant had booked a three-bedroom-hall-kitchen (3BHK) flat on 24.04.2018 in the residential project known as “Vasavi Lake City-East Wing,” located at Survey Numbers 105 to 114, Serilingampally Mandal, Ranga Reddy District.

Subsequently, the Complainant entered into an Agreement for Sale with the Respondent, Vasavi Realtors LLP, on November 26, 2021, for the purchase of Flat Number E 05 11 05, situated on the 11th Floor of Tower 05, with a saleable area of 1995 Sq. Ft. and two car parking spaces.

4. It was stated that as per the terms of the aforementioned Agreement for Sale, the promised date for the handover of possession of the said flat was August 2023.

5. It was further submitted that the Complainant had made a total payment of ₹ 42,65,000/- (Rupees Forty-Two Lakhs Sixty-Five Thousand Only) to the Respondent, which constituted more than seventy percent of the total cost of the flat as of 19.05.2018. The said payments were made through various banking channels, including Bank Transfer, NEFT, RTGS, and Cheque, and all receipts for the same were placed on record.

6. It was contended that the primary cause for the dispute was the Respondent's failure to deliver possession of the flat within the contractually stipulated timeline. Despite the agreed possession date of August 2023 having passed, possession had not been delivered as of April 2025. It was alleged that the Respondent had made multiple subsequent commitments which were not honoured, and had further failed to provide any assurance of compensation as per the governing rules, thereby causing significant hardship and financial burden to the Complainant.

7. It was alleged that there had been no significant construction progress at the project site between the years 2022 and 2025, with a negligible number of workers observed on-site. The Respondent had repeatedly provided tower-wise completion dates, none of which were met. Furthermore, it was submitted that the Respondent had failed to provide any clear work schedule or official updates regarding the pending works, demonstrating a lack of transparency.

8. It was further contended that the Respondent's management demonstrated a lack of accountability, as there were no regular site inspections or proper supervision. The management was unresponsive to the Complainant's attempts to communicate through personal visits, emails, and messages, and frequently cancelled promised meetings with fictitious reasons. It was stated that no dedicated grievance redressal mechanism was in place.

9. It was submitted that the project had remained largely stagnant since mid-2022, with minimal or no internal work being carried out for months at a time. The deployment of a minimal number of laborers was insufficient for a project of this magnitude and was indicative of the Respondent's lack of intent to prioritize completion.

10. The record indicated that as of the time of filing the complaint, significant works remained incomplete. In terms of internal finishing, putty coatings, wall finishes, kitchen

platform installation, internal and main doors, electrical wiring, fire safety systems, and bathroom fittings were all pending. Furthermore, utility installations such as water, sewage, electricity, and gas pipeline connections had not been commenced. Common areas, including staircases, lobbies, corridors, parking spaces, and other promised amenities, also remained unfinished.

11. It was submitted that the prolonged delay and breach of trust by the Respondent had caused the Complainant severe financial and mental distress. The Complainant suffered financial losses on account of Equated Monthly Instalment (EMI) payments for a bank loan on the undelivered flat, loss of investment returns, and additional rental expenses, which cumulatively impacted their financial stability and mental well-being.

B. Reliefs Sought

12. Accordingly, the Complainant sought the following reliefs:

- i. To direct the Respondent to complete the construction and hand over possession of the subject flat to the Complainant at the earliest, within a fixed and enforceable timeframe to be determined by this Honourable Authority, failing which to impose strict penalties upon the Respondent.
- ii. To direct the Respondent to pay interest on the total amount of ₹ 42,65,000/- paid by the Complainant, calculated from the promised date of possession in August 2023 until the actual date of the handover, at the rate prescribed under Section 18 of the Real Estate (Regulation and Development) Act, 2016.
- iii. To direct the Respondent to pay adequate compensation to the Complainant for the severe mental anguish, harassment, and financial strain caused by the inordinate delay, negligence, false promises, and lack of transparency on the part of the Respondent.
- iv. To direct the Respondent to calculate and pay interest at the rate of 12% per annum for the early payments/instalments made by the Complainant, in accordance with Agreement for Sale, and to further direct that such accrued interest be adjusted against the final amount payable by the Complainant at the time of registration.

C. Counter filed by the Respondents

13. It was submitted by the Respondent that the complaint was not maintainable either in law or on facts and was liable to be dismissed. The Respondent contended that the Complainant had failed to follow the remedies available under the Agreement for Sale for the resolution of

disputes before approaching this Hon'ble Authority. It was further submitted that no prior legal notice was issued before the filing of the complaint, which rendered the application defective.

14. It was submitted that the project, "Lake City-East," was developed lawfully after the Respondent obtained rights from the landowners under registered documents, covering a total land area of 34,704.37 sq. yds. The requisite permissions for land conversion and for the construction of multi-storied residential apartments were obtained on 07.02.2020. The project, consisting of multiple towers and a clubhouse, was duly registered with this Authority vide Registration No. P02500001821 dated 20.03.2020.

15. It was further submitted that the Complainant was allotted apartment No. E.051105 on the 11th Floor of Tower 5, admeasuring 1995 sq. ft., under an Agreement of Sale. The agreement detailed the carpet area, balcony area, common area, and the undivided share of land. The total sale consideration was agreed at ₹58,42,550/-, out of which the Complainant had paid a sum of ₹20,10,803/-.

16. It was submitted that as per Clause 7 of the Agreement, the Respondent was obligated to hand over possession of the apartment on or before 31.08.2024, with a grace period of six months. The said clause explicitly stated that the period of completion would stand extended in the event of force majeure conditions, during which the allottee was not entitled to claim any compensation for the delay.

17. It was contended that the Complainant had not approached this Hon'ble Authority with clean hands but with an ulterior motive for unlawful gain, and that there had been a material suppression of facts. While the existence of the Agreement of Sale was not in dispute, the Respondent averred that the Complainant made false claims despite being aware of the contractual terms and circumstances.

18. The Respondent stated that the project timelines were severely impacted by the COVID-19 pandemic, which was a force majeure event recognized under law. It was submitted that following the declaration of a public health emergency in January 2020, a nationwide lockdown was imposed in India from March 2020. This event led to a mass migration of the labour force, which was critical to the construction industry in Hyderabad, thereby causing a significant and unavoidable delay in the project work. All allottees were kept informed of these developments.

19. The Respondent further relied on the orders of the Hon'ble Supreme Court in **Suo Motu Writ Petition (C) No. 3 of 2020**, whereby the period from 15.03.2020 to 28.02.2022 was

excluded for the purposes of computing limitation across all statutes. It was contended that this legally recognized the extraordinary circumstances and justified the extension of timelines for project completion.

20. In addition to the pandemic, the Respondent submitted that the project was delayed by other unforeseen factors. It was stated that the project site contained rocky terrain which, due to its location in a residential vicinity, could not be excavated using explosives. The consequent need for manual rock-breaking compounded the construction delays. Furthermore, the project was adversely impacted by third-party disputes, including several legal proceedings filed against the project, such as RERA Case No. 190/2020, W.P. No. 2694/2021, and W.P. No. 26301/2024, which hindered its smooth progress. These challenges were communicated to the customers in periodic meetings.

21. It was contended that any clerical or typographical errors in the Agreement of Sale, such as an incorrect possession date mentioned in one instance, could not be exploited to create liability, especially when the magnitude of the project made such a timeline practically impossible. The Respondent asserted that the project was over 90% complete and in the final finishing stages. An extension for the project registration had been granted by this Authority up to 07.02.2026, and the Respondent gave an undertaking to deliver the apartments within this extended period.

22. With regard to the claims for interest and compensation, the Respondent submitted that such reliefs were not maintainable in view of the force majeure conditions. It was argued that the circumstances clearly fell within the definition provided under Section 6 of the Act. The Respondent maintained that the delay was not due to any deliberate act or default on its part, and therefore, the Complainant had not established any legal basis for claiming compensation for mental agony or financial loss.

23. The Respondent concluded that the complaint was preposterous and without foundation. It was prayed that the complaint be dismissed and the Respondent be allowed to complete the project and deliver possession to all allottees as per the extended timeline.

D. Rejoinder filed by the Complainant.

24. It was submitted in response to the preliminary objection on maintainability, that the said objection was wholly vague, baseless, and legally untenable. The complaint had been filed under the express provisions of Section 31 of the Real Estate (Regulation and Development) Act, 2016, which granted an aggrieved allottee a statutory right to seek redressal for the

inordinate delay in handing over possession. As per the registered Agreement of Sale dated 26th November 2021, the committed date of possession was 31st August 2023, which had long since passed, making the complaint perfectly maintainable.

25. The Respondent's contention that the Complainant failed to avail methods provided in the agreement was misconceived and devoid of merit. It was submitted that the statutory jurisdiction of this Hon'ble Authority under the RERA Act could not be ousted by any internal dispute resolution clause in a private agreement. Furthermore, the Complainant had made repeated attempts to engage with the Respondent's leadership, but these efforts were consistently stonewalled by avoidance tactics and blame-shifting between the Respondent's internal teams, leaving the Complainant with no other option.

26. The objection regarding the non-issuance of a legal notice prior to the filing of this complaint was without merit. It was submitted that the RERA Act, 2016, did not mandate the issuance of any such notice as a precondition for filing a complaint. This objection was merely a dilatory tactic.

27. The Respondent's recital of its lawful development rights and land ownership was not in dispute. However, it was submitted that the lawful right to develop a project did not grant a license to breach contractual obligations and fail to deliver possession on the agreed-upon date.

28. Similarly, the Complainant did not dispute that the Respondent obtained necessary permissions for land conversion and building construction. It was submitted that obtaining such permissions was a prerequisite for construction, but it did not in any way excuse or absolve the Respondent from its primary duty of completing the project and handing over possession within the contractually stipulated timeline.

29. It was submitted that while the project was indeed registered with the Authority, the Respondent had grossly failed to adhere to the duties and responsibilities that accompanied such registration under the RERA Act. The Respondent's conduct, marked by a lack of transparency, failure to update the project status, and disregard for its obligations under Sections 4, 11, and 18 of the Act, undermined the very purpose of the regulatory framework.

30. The Respondent's emphasis on the booking date was legally irrelevant. It was submitted that the governing document was the Agreement of Sale dated 26th November 2021, which unequivocally committed to a possession date of 31st August 2023. The Complainant had paid a sum of ₹42,65,000/- and was not in any default, as the balance payment was contractually linked to the handover of possession, an event that had not occurred.

31. The Respondent's reliance on an extension of the project's RERA registration was legally flawed and misleading. It was submitted that any such extension granted by the Authority did not unilaterally amend the specific contractual commitment made to the Complainant. As per Section 19(2) of the RERA Act, the allottee was entitled to possession in accordance with the terms of the Agreement of Sale. To suggest a new timeline of February 2026 rendered the original contract meaningless.

32. The Respondent's attempt to quote incorrect payment figures and divert the issue towards specifications in Schedules D and E was denied. The Complainant reiterated that a sum of ₹42,65,000/- had been paid, and there was no default. The core issue of this complaint was the delay in possession, and any insinuation of payment default was factually incorrect and misleading.

33. The attempt to justify the delay by citing force majeure was wholly untenable. The Agreement of Sale was executed on 26th November 2021, well after the onset of the COVID-19 pandemic. The Respondent, with full knowledge of the circumstances, had committed to the possession date and could not now retroactively invoke the pandemic to evade liability. Further, any contractual clause could not override the statutory protection afforded to the allottee under Section 18(1) of the RERA Act.

34. The Respondent's reference to the procedure for taking possession under Clause 7.2 was entirely premature and misplaced. It was submitted that this clause was triggered only after the promoter obtained the Occupancy Certificate (OC). As of the date of the complaint, no OC had been obtained and no written offer of possession had been made, placing the Respondent in clear default under the agreement.

35. The Complainant categorically denied the baseless and defamatory allegations of acting with an "ulterior motive" or for "unlawful gain." It was submitted that approaching this Hon'ble Authority was a statutory right being exercised lawfully. The Complainant had placed all material facts and documents on record, whereas it was the Respondent who had repeatedly failed to honour its own commitments.

36. The Respondent's elaborate explanation of the COVID-19 pandemic was acknowledged but was irrelevant to the case. It was reiterated that the Agreement was executed in November 2021, when the Respondent was fully aware of the pandemic's impact. Attributing a delay stretching into 2025 to the pandemic was a convenient scapegoat for the Respondent's own inefficiency and mismanagement.

37. It was submitted that the Respondent's reliance on the Hon'ble Supreme Court's orders in Suo Motu Writ Petition No. 3 of 2020 was wholly misconceived. Those orders pertained to the extension of limitation periods for filing legal proceedings and had no applicability whatsoever to the contractual and statutory obligation of a real estate developer to deliver a project on time.

38. The attempt to attribute the entire delay to labour migration during the 2020 lockdown was factually inapplicable. It was submitted that the Complainant's unit in Tower 5 had been structurally complete for over 24 months. The subsequent delay in finishing and handing over possession stemmed not from a past labour crisis but from the Respondent's own inaction and mismanagement.

39. The Respondent's vague claim of "various additional factors" and "cascading effects" was evasive and devoid of factual backing. It was submitted that such generic excuses, without any documentary proof, could not justify a breach of contract. Furthermore, the claim that customers were regularly "intimated" was untrue; any communication was received only after persistent follow-ups by the Complainant.

40. The Respondent's assertion that the committed possession date in a registered Agreement of Sale was a "clerical & typo mistake" was alarming and legally indefensible. It was submitted that this was a dishonest afterthought intended to escape liability. If the Respondent had committed to a timeline it now claimed was impossible, it amounted to misrepresentation, not a clerical error.

41. The accusation that the Complainant's allegations were baseless was refuted. The Complainant had submitted extensive documentary evidence, including the Agreement of Sale, payment receipts, and minutes of meetings. It was the Respondent's defence that lacked substance. The extension of RERA registration to February 2026 did not, as a matter of law, alter the contractual possession date of 31st August 2023.

42. The mere existence of third-party litigation could not be used as a blanket excuse for delay. It was the promoter's responsibility to ensure a project was free from legal risks. It was submitted that these risks were never formally disclosed, nor was the delivery made conditional upon their outcome in the Agreement of Sale. The Complainant could not be made to suffer for the Respondent's legal entanglements.

43. It was submitted that the Respondent's claim of proactive communication was false. The record showed that the Respondent only shared minutes of meetings after repeated follow-

ups and then proceeded to breach every revised timeline given therein. After witnessing years of false assurances, the Complainant was left with no other option but to seek redressal from this Hon'ble Authority.

44. The Complainant's claim for interest was a statutory entitlement under Section 18(1) of the RERA Act, which became payable for every month of delay beyond the agreed possession date. This was not a matter of discretion but a legal right. The Respondent's misplaced reliance on force majeure did not negate this statutory liability.

45. The Respondent's statement that the claim for compensation was arbitrary reflected a complete insensitivity to the severe hardship caused by its default. As detailed in Form M, the delay had resulted in tangible financial strain (forcing the purchase of another property post-retirement), daily inconvenience, and immense mental agony. These were not whimsical grievances but real-life consequences of the Respondent's failure.

46. The Complainant strongly objected to the Respondent's new delivery timeline of February 2026 and the false assertion that the Complainant had defaulted on payments. The Complainant had never agreed to an extension, was not in any payment default, and an "unconditional undertaking" from the Respondent did not waive its accrued liability for interest on delay.

47. The excuse of "rocky terrain" being raised at this late stage was another afterthought reflecting a lack of due diligence. This foreseeable construction challenge should have been factored into the original timeline. Moreover, this issue was irrelevant to the delay in finishing the Complainant's structurally complete unit in Tower 5.

48. The Respondent's sweeping denial of liability was contrary to the facts on record and the law. The Respondent had committed in writing to a possession date, which it had failed to honour. The generic claim that the delay was "beyond their control" had been repeatedly refuted and was not supported by any credible evidence.

49. In light of the above, it was submitted that the complaint was not preposterous but was founded on a clear breach of the registered Agreement of Sale. The Respondent's claims of reputation and "every effort" could not override its contractual and statutory failures. Accordingly, the Complainant respectfully prayed that this Hon'ble Authority be pleased to direct the Respondent to pay interest for the delayed period under Section 18(1) of the Act and to pass any other appropriate orders in the interest of justice.

D. Points for Consideration

Upon a careful perusal of the record and the submissions advanced by both parties, oral as well as written, this Authority is of the view that the following issues arise for determination in the present complaint:

1. Whether the present complaint is maintainable before this Authority?
2. Whether the Complainants are entitled to the reliefs as prayed for?

E. Observations of the Authority:

Point 1:

50. The Respondent has raised an objection as to the maintainability of the present complaint on the ground that the Complainants failed to first resort to the contractual dispute resolution mechanism envisaged in the Agreement of Sale, namely an amicable settlement by mutual discussion, prior to approaching this Authority. The Authority finds this objection untenable for the following reasons:

51. The Authority finds this objection untenable for the following reasons: The relevant Dispute Resolution clause in the Agreement of Sale is reproduced below for ready reference:

“33. Dispute Resolution clause in the Agreement of sale executed between the parties, the said clause stated that all or any disputes arising out of touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through adjudication officer appointed under the Act.”

52. It is clear from the above that the clause only requires the parties to attempt an amicable settlement by mutual discussion. Such a clause is at best directory and cannot oust or restrict the statutory jurisdiction of this Authority. Section 79 of the RE(R&D) Act expressly bars the jurisdiction of Civil Courts in respect of any matter which this Authority, the Adjudicating Officer, or the Appellate Tribunal is empowered to determine. Likewise, Section 88 clarifies that the provisions of the RE(R&D) Act are in addition to, and not in derogation of, other laws. Thus, the intention of the legislature is that remedies under this beneficial legislation must remain open to allottees, irrespective of any private clause for amicable settlement.

53. Even in cases where agreements contained arbitration clauses (which is not the case here), the Hon'ble Supreme Court and the Hon'ble NCDRC have consistently held that such

clauses cannot circumscribe the jurisdiction of consumer fora or statutory authorities constituted under special enactments.

54. In *National Seeds Corporation Ltd. v. M. Madhusudhan Reddy* (2012) 2 SCC 506, the Supreme Court held that remedies under special statutes are in addition to, and not in derogation of, other remedies. For ready reference, the relevant extract is reproduced below:

“49. Support to the above view is also lent by Section 79 of the recently enacted Real Estate (Regulation and Development) Act, 2016 (for short "the Real Estate Act"). Section 79 of the said Act reads as follows:- '79. Bar of jurisdiction - No civil court shall have jurisdiction to entertain any suit or proceeding in respect of any matter which the Authority or the adjudicating officer or the Appellate Tribunal is empowered by or under this Act to determine and no injunction shall be granted by any court or other authority in respect of any action taken or to be taken in pursuance of any power conferred by or under this Act.' It can thus, be seen that the said provision expressly ousts the jurisdiction of the Civil Court in respect of any matter which the Real Estate Regulatory Authority, established under Subsection (1) of Section 20 or the Adjudicating Officer, appointed under Subsection (1) of Section 71, or the Real Estate Appellate Tribunal established under Section 43 of the Real Estate Act, is empowered to determine. Hence, in view of the binding dictum of the Hon'ble Supreme Court in *A. Ayyaswamy (supra)*, the matters/disputes, which the Authorities under the Real Estate Act are empowered to decide, are non-arbitrable, notwithstanding an Arbitration Agreement between the parties to such matters, which, to a large extent, are similar to the disputes falling for resolution under the Consumer Act. 56. Consequently, we unhesitatingly reject the arguments on behalf of the Builder and hold that an Arbitration Clause in the afore-stated kind of Agreements between the Complainants and the Builder cannot circumscribe the jurisdiction of a Consumer Fora, notwithstanding the amendments made to Section 8 of the Arbitration Act.”

55. Similarly, in *Aftab Singh & Ors. v. Emaar MGF Land Ltd. & Ors.* (Consumer Case No. 701 of 2015, decided on 13.07.2017), it was held that arbitration clauses in builder-buyer agreements cannot oust the jurisdiction of consumer fora. The said view was later upheld by the Hon'ble Supreme Court in Civil Appeal Nos. 23512–23513 of 2017. The relevant para reads:

“25. This Court in the series of judgments as noticed above considered the provisions of Consumer Protection Act, 1986 as well as Arbitration Act, 1996 and laid down that complaint under Consumer Protection Act being a special remedy, despite there being

an arbitration agreement the proceedings before Consumer Forum have to go on and no error committed by Consumer Forum on rejecting the application. There is reason for not interjecting proceedings under Consumer Protection Act on the strength an arbitration agreement by Act, 1996. The remedy under Consumer Protection Act is a remedy provided to a consumer when there is a defect in any goods or services. The complaint means any allegation in writing made by a complainant has also been explained in Section 2(c) of the Act. The remedy under the Consumer Protection Act is confined to complaint by consumer as defined under the Act for defect or deficiencies caused by a service provider, the cheap and a quick remedy has been provided to the consumer which is the object and purpose of the Act as noticed above."

56. In the present matter, there is only a clause requiring amicable discussion before invoking remedies. Such a clause is directory at best, and cannot override or defeat the statutory right of the Complainant to approach this Authority under the RE(R&D) Act. Accordingly, this Authority has no hesitation in holding that the Complainant is well within its rights to approach this forum without being first compelled to pursue an amicable settlement under the Agreement. The objection of the Respondent as to maintainability is therefore rejected.

Point No. 2:

57. The Complainant has sought relief on the ground that there has been an inordinate delay in handing over possession of the subject flat, despite timely payments of approximately 70% of the total sale consideration, causing significant financial and emotional distress.

58. It is the case of the Complainant that the Agreement of Sale dated 26.11.2021 clearly stipulated that possession of the subject flat would be handed over by 31.08.2023, with a grace period of six months, ending on 28.02.2024. The Respondent has failed to hand over possession even as of February 2025. Further, although the project was registered with TG RERA up to February 2025 and later extended until 07.02.2026, the project remains incomplete, with construction progress stalled at approximately 65-70% as per the Complainant's submission, with key aspects such as interior finishing, common amenities, and supporting infrastructure remaining unfinished. The Complainant submits that the Respondent has issued multiple revised handover schedules without providing valid justification or a clear roadmap for completion.

59. The Complainant further submits that despite assurances made, including a promise to pay compensation for delay as per RERA guidelines, no such compensation has been provided. The Respondent, conversely, attributes the delay to the Covid-19 pandemic, claiming force majeure, citing the nationwide lockdown beginning March 2020, the impact on migrant labour, and consequential delays. The Respondent further cites rocky terrain at the site, third-party disputes, and typographical errors in the possession date as additional justifications.

(i) Whether the Covid-19 pandemic can be taken as a valid shield by the Respondent in the present case?

60. This Authority finds no merit in such a contention. The Agreement of Sale was executed on 26.11.2021, well after the onset and initial impact of the Covid-19 pandemic. The Respondent, being fully aware of the prevailing circumstances, nevertheless executed the Agreement by specifically assuring completion of the project by August 2023. Having consciously undertaken such commitment, the Respondent cannot now, with retrospective justification, rely on Covid-19 as a defense to escape its contractual and statutory obligations. Such conduct clearly amounts to holding out false assurances with *mala fide* intent.

61. It is a settled principle that once a promoter has chosen to register a project and enter into binding contractual commitments with allottees, he does so with full knowledge of the risks, constraints, and challenges of the market. At the time of entering into the Agreement of Sale with the present Complainant, the Respondent was already aware of the Covid-related disruptions, as well as the Government notifications granting moratoriums for project completion timelines. Despite this knowledge, the Respondent chose to provide a specific assurance of delivery by August 2023.

62. This Authority aligns with the observations of the Hon'ble Bombay High Court in *Neelkamal Realtors Suburban Pvt. Ltd. &Anr. vs. Union of India &Ors. [2017 SCC OnLine Bom 9302]*, wherein at para 119 it was categorically observed:

"While the proposal is submitted, the Promoter is supposed to be conscious of the consequences of getting the project registered under RERA. Having sufficient experience in the open market, the Promoter is expected to have a fair assessment of the time required for completing the project...".

63. The above dictum fortifies the principle that the promoter, being structurally at an advantageous position with respect to project information and market realities, is under a

statutory duty to provide realistic timelines. The framework of the Real Estate (Regulation and Development) Act, 2016 reinforces this obligation by mandating timely completion and possession within the period stipulated in the Agreement of Sale.

64. Therefore, the plea of Covid-19 as a force majeure defence in the present case is wholly untenable. The Respondent, having executed the Agreement of Sale in November 2021 with specific possession timelines, cannot now seek to retrospectively attribute delays to the pandemic. Accordingly, this Authority holds that the reliance on Covid-19 as a shield stands rejected.

(ii) Extension of Registration

65. The Respondent has further contended that, since extensions have been granted by this Authority, the project timeline now stands extended up to February 2026, and therefore possession shall be delivered by then. The Complainants, however, have questioned the validity and effect of such extensions.

66. At the outset, it must be clarified that under the scheme of the RE(R&D) Act:

“An Act to establish the Real Estate Regulatory Authority for regulation and promotion of the real estate sector and to ensure sale of plot, apartment or building, as the case may be, or sale of real estate project, in an efficient and transparent manner and to protect the interest of consumers in the real estate sector and to establish an adjudicating mechanism for speedy dispute redressal and also to establish the Appellate Tribunal to hear appeals from the decisions, directions or orders of the Real Estate Regulatory Authority and the adjudicating officer and for matters connected therewith or incidental thereto.”

67. The paramount objective is twofold: protection of consumer interest, and ensuring completion of projects in an efficient manner. Denial of extension during the Covid-19 disruption would have resulted in projects being stalled, to the grave prejudice of allottees. It was in this context that this Authority, balancing the equities, granted extensions in line with the moratoriums issued by Telangana RERA:

1. 15.03.2020 to 14.09.2020 (Circular No.14 dated 13.05.2020),
2. 15.09.2020 to 15.03.2021 (Order No.15 dated 29.09.2020),
3. 15.03.2021 to 14.09.2021 (Order No.16 dated 01.06.2021).

68. Accordingly, an aggregate 18 months' extension was applied across projects to safeguard larger consumer interest. However, it is equally well settled that such regulatory extensions cannot dilute the contractual rights of individual allottees under their respective Agreements of Sale, nor can they displace the statutory rights flowing from Section 18 of the RE(R&D) Act.

69. In the present matter, it is evident that the Respondent has unilaterally revised possession timelines first to February 2024, and thereafter to February 2026 due to the extension taken without consultation or consent of the Complainants. Such unilateral revisions are impermissible. The Hon'ble Bombay High Court in Neelkamal Realtors Suburban Pvt. Ltd. vs. Union of India &Ors. [2017 SCC OnLine Bom 9302], while upholding the constitutional validity of RERA, categorically observed:

Para 119 "The RERA does not contemplate rewriting of contract between the flat purchaser and the promoter."

Para 256 of this Judgment further clarifies that "by giving opportunity to the promoter to prescribe fresh timeline under Section 4(2)(l)(C), he is not absolved of the liability under the agreement for sale"

70. The above dicta makes it abundantly clear that any extension granted by the Authority, or revised timelines uploaded on the TG RERA project registration portal, do not ipso facto alter or bind the allottees' contractual rights. The agreed date of possession remains as stipulated in the Agreement for Sale, and unilateral extensions by the promoter cannot be foisted upon allottees to their detriment.

Accordingly, this Authority holds that the revised possession dates mentioned by the Respondent, whether while seeking extensions before the Authority or as updated on the registration portal, cannot be treated as binding on the Complainants.

(iii)Relief under Section 18 of the RE(R&D) Act:

71. It has been observed by this Authority that the total sale consideration is for an amount of Rs. 58,42,550/- (Rupees Fifty Eight Lakh Forty Two Thousand Five Hundred And Fifty Only). That, as per the Agreement of Sale the Complainant has duly paid an amount of Rs.42,65,000/- (Rupees Forty Two Lakh Sixty Five Thousand Only). Further, the Agreement clearly stipulated possession by 31.08.2023, with a grace period of 6 months to 28.02.2024. Admittedly, possession has not been delivered.

72. The Respondent's contention that 90% work is complete and that the Complainants have paid only a portion of the consideration is wholly unsustainable. The Complainants have already paid over 60% of the agreed consideration. Despite receiving such substantial sums, the Respondent has failed to honour its contractual obligations. It is manifest that the Respondent gave false assurances, being fully conscious of the market situation, yet assuring dates of completion that it had no capacity to honour. More than one year has elapsed beyond the stipulated date, yet the project is neither complete nor possession handed over.

73. The Respondent further seeks to shift the burden on the complainant by contending that the balance amount is unpaid. This plea is untenable. The law does not permit a defaulter to take advantage of its own breach. As held by the Hon'ble Supreme Court in ***Kusheshwar Prasad Singh v. State of Bihar [Civil Appeal No. 7357 of 2000]***:

"It is settled principle of law that a man cannot be permitted to take undue and unfair advantage of his own wrong to gain favourable interpretation of law. It is sound principle that he, who prevents a thing from being done shall not avail himself of the non-performance he has occasioned. To put it differently, "a wrongdoer ought not to be permitted to make a profit out of his own wrong"

74. In this context, it is pertinent to note that the Agreement of Sale linked the payment schedule to the progress of construction. While the allottees are indeed bound to adhere to the agreed payment plan, such obligation arises only when the promoter simultaneously fulfils its reciprocal obligation of executing construction in line with the assured progress. In the absence of such progress, the Respondent cannot insist upon further payments as a condition to claim relief.

75. Section 18 of the RE(R&D) Act is categorical and unconditional. It does not make the grant of interest contingent upon the quantum of sale consideration paid, nor does it provide any defence to a defaulting promoter. Once delay in handing over possession is established, an allottee who elects to remain in the project is entitled to interest for every month of delay, irrespective of whether part or whole of the consideration has been paid, provided that the payments already made are in accordance with the Agreement of sale. The Respondent's plea

that only partial sale consideration has been paid and hence interest cannot be granted is therefore vague, misconceived, and contrary to the express mandate of the statute.

76. Now, Section 18 of the RE(R&D) Act is categorical:

“(1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building,—

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or

(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed.

(2) The promoter shall compensate the allottees in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under this Act, and the claim for compensation under this subsection shall not be barred by limitation provided under any law for the time being in force.

(3) If the promoter fails to discharge any other obligations imposed on him under this Act or the rules or regulations made thereunder or in accordance with the terms and conditions of the agreement for sale, he shall be liable to pay such compensation to the allottees, in the manner as provided under this Act.”

77. This statutory right of allottee is unqualified and absolute. Attention is drawn to the decision of the Hon'ble Supreme Court of India in ***Civil Appeal Nos. 3581-359 of 2022, Civil Appeal Diary No. 9796/2019, M/s Imperia Structures Limited vs. Anil Patni & Others***, wherein it was held:

"In terms of Section 18 of the RERA Act, if a promoter fails to complete or is unable to give possession of an apartment by the date specified in the agreement, the promoter would be liable, on demand, to return the amount received in respect of that apartment if the allottee wishes to withdraw from the project. Such a right of the allottee is 'without prejudice to any other remedy available to him'. This right is unqualified, and if availed, the deposited money must be refunded with interest as prescribed. The proviso to Section 18(1) contemplates that if the allottee does not intend to withdraw from the project, they are entitled to interest for every month of delay until possession is handed over. The allottee may proceed under Section 18(1) or the proviso thereto."

78. Similarly, in Civil Appeal Nos. 6745-6749 of 2021, ***M/s Newtech Promoters and Developers Private Limited vs. State of UP & Others***, the Hon'ble Supreme Court observed:

"Section 18(1) of the Act spells out the consequences if the promoter fails to complete or is unable to give possession of an 9 of 10 apartment, plot, or building in terms of the agreement for sale. The allottee/home buyer holds an unqualified right to seek a refund of the amount with interest as prescribed."

79. Further, as earlier observed, the Hon'ble Bombay High Court in *Neelkamal Realtors Suburban Pvt. Ltd. v. Union of India* [(2017) SCC Online Bom 9302] clarified that RERA registration or its extension cannot rewrite the contract between parties. The date assured under the Agreement of Sale, executed with the allottee's consent, shall prevail. Thus, the Respondent is bound by Section 11(4)(a) of the RE(R&D) Act, which mandates adherence to the terms of the Agreement of Sale.

80. At the same time, if the Complainant has indeed defaulted in adhering to the payment schedule, the Respondent is not without remedy. Sections 19(6) and 19(7) of the Act confer upon the promoter a right to claim interest for delayed payments, as per Rule 15 of the Telangana RE(R&D) Rules, 2017. Nevertheless, such entitlement shall be subject to the Respondent producing cogent and substantive documents demonstrating both the stage-wise progress of construction and the corresponding default, and not merely based on unilateral assertions.

81. In the present case, this Authority finds the Respondent in clear breach of both statutory and contractual obligations. The Complainant is therefore entitled to interest at the prescribed rate for the entire period of delay, i.e., from 01.03.2024 until the actual date of handing over possession. As regards claims of compensation, this Authority notes that jurisdiction for adjudicating compensation lies with the Adjudicating Officer under Section 71 of RE(R&D) Act with Form 'N'. The Complainant is at liberty to pursue such remedy separately.

82. Accordingly, while the Complainant is entitled to relief under Section 18 of the RE(R&D) Act, this entitlement is subject to the reciprocal statutory duty of the Complainant to discharge any outstanding amounts under the payment plan, if not already paid. Compliance on both sides is essential to ensure balance of obligations and timely delivery.

83. This Authority cannot remain oblivious to the larger pattern of violations. It is noted with grave concern that more than fifty complaints have already been received against this very Respondent in respect of the subject project. Such repeated defaults and false assurances strike at the very root of the confidence that homebuyers are entitled to repose under the protective framework of the RE(R&D) Act.

84. The Statement of Objects and Reasons of the RE(R&D) Act explicitly emphasizes "greater accountability towards consumers and to inject transparency, efficiency, and discipline in the real estate sector". The conduct of the Respondent herein is in gross derogation of that legislative mandate. If such violations are permitted to persist, the very soul of the Act would stand diluted and the protection promised to allottees rendered illusory.

85. Accordingly, this Authority hereby sternly warns the Respondent promoter that any further default, non-compliance, or failure to deliver possession within the assured statutory timelines or any fresh grievances brought to notice by allottees shall invite invocation of Section 63 of the RE(R&D) Act, 2016.

86. This Authority shall not hesitate to take the strictest view in future, for the Act was enacted not as a mere regulatory framework but as a beneficial legislation to protect innocent homebuyers from the very malaise exemplified by the conduct of this Respondent.

87. The Respondent is hereby directed to complete the project and hand over possession to the Complainants within the stipulated period. It is further clarified that if the Complainants have defaulted in making payments as per the agreed schedule, the Respondent shall be entitled under Section 19(6) of the Act to claim interest on such delayed payments, provided that it

substantiates such claim with credible documentary evidence of both construction progress and corresponding default.

88. In the event the Complainants have defaulted in making payments as per the agreed schedule, the Respondent shall be entitled, under Section 19(6) of the Real Estate (Regulation and Development) Act, 2016, to claim interest on such delayed payments in accordance with Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017. Nevertheless, such entitlement shall be subject to the Respondent producing cogent and substantive documents demonstrating both the stage-wise progress of construction and the corresponding default, and not merely based on unilateral assertions.

89. The Complainants are, in turn, directed to discharge any balance amounts due under the agreed payment schedule, if not already paid. Mutual compliance is essential to ensure timely completion and delivery of the project.

G. Directions of the Authority:

90. In view of the findings and observations recorded hereinabove, this Authority proceeds to issue the following directions:

- a. The preliminary objection raised by the Respondent regarding the maintainability of the complaint on account of the Dispute Resolution Clause in the Agreement of Sale stands rejected. The complaint is maintainable before this Authority.
- b. The Respondent's reliance on the Covid-19 pandemic as a ground of force majeure is held untenable, since the Agreement of Sale was executed after the subsiding of the pandemic and with full knowledge of the prevailing circumstances.
- c. The extension of registration taken by this Respondent cannot dilute the contractual rights of the Complainant under the Agreement of Sale. The date of possession as stipulated in the Agreement shall prevail.
- d. The Respondent is held liable for failure to hand over possession of the subject flat by the agreed date i.e., 28.02.2024 (inclusive of grace period).
- e. The Complainants are entitled to interest at the rate of 10.70% per annum (being SBI MCLR + 2% as per Rule 15 of the TG RE(R&D) Rules, 2017), computed on the amounts actually paid by the Complainants, with effect from 01.03.2024 until actual handing over of lawful possession. The exact computation shall be subject to verification of such payments by the Respondent at the stage of effecting payment. The

Respondent shall pay the arrears accrued up to the date of this Order within sixty (60) days, and shall thereafter continue to pay the accruing interest on a monthly basis, on or before the 10th day of each succeeding month, until possession is delivered.

- f. Insofar as compensation is concerned, the Complainant is at liberty to pursue appropriate proceedings before the Learned Adjudicating Officer under "Form N".
- g. The Respondent is hereby directed to complete the project forthwith and hand over possession to the Complainants within the statutory timelines.
- h. The Complainants are directed to pay the balance consideration strictly in accordance with the agreed payment schedule. In the event of any default in adhering to such schedule, the Respondent shall be at liberty to claim interest on the delayed amounts, as provided under Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017. However, such claim shall be substantiated by valid documentary evidence demonstrating that the default is aligned with the actual stage-wise progress of construction, and not merely on the basis of unilateral assertions.

91. Having regard to the repeated defaults and the large number of complaints already pending against this Respondent in the same project, this Authority sternly warns the Respondent that any further delay, non-compliance, or grievance brought to notice by allottees shall invite section 63 of the RE(R&D) Act.

92. The Complaint is accordingly allowed in part, in terms of the above directions.

93. Failure to comply with above said directions by the Respondent shall attract penalty in accordance with Section 63 of the RE(R&D) Act, 2016

94. As a result, the Complaint is disposed of accordingly. 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

Sd/-

Dr. N. Satyanarayana, IAS (Retd.),
Hon'ble Chairperson,
TG RERA