

**BEFORE THE TAMIL NADU REAL ESTATE APPELLATE TRIBUNAL**  
**(TNREAT)**

**(Tamil Nadu, Puducherry, Andaman & Nicobar Islands)**

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

Reserved on: 17.06.2026

Delivered on: 01.07.2026

Coram : Hon'ble Mr.Justice M.Duraiswamy, Chairperson  
Mr.K.Babu, Judicial Member

Appeal No.23 of 2026

E.Krishnaveni

... Appellant

Vs.

1. M/s.Brigade Enterprises Limited,  
rep. by its Authorized Signatories
2. M/s.Tamil Nadu Brick Industries,  
rep. by its Partners  
N.D.Ramamurthy  
D.Radha Bhai  
R.Suresh Babu  
V.Dayalan and  
rep. by its  
Power of Attorney Agent  
M/s.Brigade Enterprises Ltd.

... Respondents

Appeal has been filed under Section 44 of the Real Estate (Regulation and Development) Act, 2016 to a) set aside the order dated 31.12.2025 passed by the learned Adjudicating Officer, Tamil Nadu Real Estate Regulatory Authority (TNRERA), Chennai in C.C.P.No.40 of 2024; b) direct the respondents to pay a sum of Rs.10,00,000/- (Rupees Ten Lakhs only) as compensation for causing undue hardship, mental agony, and professional stress to the appellant under Section 18(1), Section 19(4) and read with Section 72 of the Real Estate (Regulation and

Development) Act, 2016; c) direct the respondents to pay the costs incurred by the appellant towards the cost of litigation and legal expenses under Regulation 35 of the TNRERA (General) Regulations, 2018.

For Appellant : Mr.S.Sai Srivatsav

For Respondents : Mr.S.Arjun Suresh

**ORDER**

Challenging the order passed in C.C.P.No.40 of 2024 dated 31.12.2025 on the file of the Adjudicating Officer, TNRERA, the complainant has filed the above appeal.

2. The brief facts that are relevant for the disposal of the above appeal are as follows:

The appellant/complainant booked a Flat in Flat No.C1-030 measuring an extent of 1270 sq. ft. in the project developed by the 1<sup>st</sup> respondent in the name of “Brigade Xanadu” at Mogappair. The total cost of the Flat was Rs.96,25,658/-. The booking advance amount was Rs.7,92,092/- The appellant/complainant paid a sum of Rs.2,00,000/- on 18.11.2019 towards booking advance and the balance sum of Rs.5,92,092/- on 07.02.2020. The respondents received the payments and informed through an e-mail on 16.03.2020 that the Flat would be handed over within 30 days i.e. on 16.04.2020. But due to Covid-19 Pandemic, the project could not be completed and was put on hold, which was informed to the appellant/complainant by the 1<sup>st</sup> respondent on 24.03.2020 through an e-mail. The 1<sup>st</sup> respondent informed the appellant/complainant that the Blocks ‘C’ and ‘D’

would be ready for occupation by August 2020 and informed her to finalize the registration process of the Sale Deed and the Construction Agreement. The appellant/complainant requested the 1<sup>st</sup> respondent to directly register the Sale Deed to avoid payment of 10% of GST towards Sale Agreement, which was not agreed by the 1<sup>st</sup> respondent stating it is against the law and also the Allotment Letter. The 1<sup>st</sup> respondent informed the appellant/complainant to move on to the 2<sup>nd</sup> project in Cluster-II, "Bonito" and agreed that the amount already paid by her would be adjusted towards the Sale Agreement in the present project as advance and the same was accepted by the appellant/complainant. The appellant/complainant confirmed about her change from Cluster-I to Cluster-II to the 1<sup>st</sup> respondent through an e-mail dated 06.11.2020. The Cost Sheet for an amount of Rs.1,02,44,784/- excluding registration charges was given to her and Flat No.K2-0678 in Cluster-II "Bonito" was allotted to her on 20.11.2020. The appellant/complainant paid a sum of Rs.11,22,877/-. An allotment notice was received on 22.01.2021 for a final settlement of Rs.90,71,280/-, in addition to Rs.11,65,859/- as covering fees, taxes etc. After this, Agreements for Sale and Construction were executed on 14.04.2021. For the Agreement of Sale Rs.23,87,280/- was fixed as Sale Consideration and the sum of Rs.19,14,969/- which was already paid was adjusted in the Sale Consideration amount. Thereby, a balance of Rs.4,72,312/- was pending. While so, on 15.09.2022, the 1<sup>st</sup> respondent sent an e-mail to the appellant/complainant informing that appellant/complainant had to pay a balance amount of Rs.12,86,057.20. On 01.06.2023, the

appellant/complainant requested 15 days time for furnishing relevant documents. But, in the third and final reminder made on 18.07.2023, the 1<sup>st</sup> respondent informed that an amount of Rs.47,38,821/- along with interest amount of Rs.1,97,636/- plus GST had to be paid before 25.07.2023. Since, the amount was not paid by the appellant/complainant, the booking was cancelled by the 1<sup>st</sup> respondent on 16.09.2023. Subsequently on 14.03.2024, the 1<sup>st</sup> respondent issued a cheque for Rs.2,96,469/- as refund. The appellant/ complainant contended that by letter dated 06.04.2024 she informed the 1<sup>st</sup> respondent that she would encash the cheque under protest without forfeiting her right over the balance amount. Hence the complaint was filed by the appellant/complainant claiming compensation of Rs.10,00,000/- for causing undue hardship, mental agony before the Adjudicating Officer, TNRERA.

3. Before the Adjudicating Officer, on the side of the appellant/complainant, she was examined as C.W.1 and 45 documents, Exs.A1 to A45 were marked. On the side of the respondents, R.W.1 was examined and 6 documents, Exs.B1 to B6 were marked.

4. The Adjudicating Officer, taking into consideration the case of both parties, dismissed the complaint. Aggrieved over the same, the appellant/complainant has filed the above appeal.

5. Heard both sides.

6. According to the learned counsel appearing for the appellant/complainant, the husband of the appellant/complainant, namely, Ravichandran, originally booked Flat No.C1-030 in Cluster-I - “Aspiro” in the project “Brigade-Xanadu” measuring an extent of 1270 sq. ft. and paid a sum of Rs,2,00,000/- initially out of the booking advance amount of Rs.7,92,092/-. The balance amount of Rs.5,92,092/- was paid on 07.02.2020 and the Allotment Notice for the Flat No.C1-030 was issued on 22.11.2019. The total Sale Consideration of the Flat was Rs.96,25,658/-. For the Construction Agreement and Sale Agreement Rs.40,16,020/- and Rs.39,04,780/- respectively towards consideration totaling Rs.79,20,800/- was fixed as total Sale Consideration. For Miscellaneous charges Rs.6,67,040/- and a sum of Rs.10,37,818/- towards GST was fixed. The respondents received the said payments without any issue. The 1<sup>st</sup> respondent through an e-mail dated 16.03.2020 called the complainant for inspection of the Flat No.C1-030, but due to Covid-19 Pandemic, the same could not be done which was duly informed by the 1<sup>st</sup> respondent through an e-mail. Due to outbreak of Covid-19 Pandemic, the project could not be completed and the same was also put on hold.

7. The learned counsel appearing for the appellant/complainant further contended that the 1<sup>st</sup> respondent informed that the Flats in Blocks ‘C’ and ‘D’ would be ready by August 2020. The appellant/complainant requested the 1<sup>st</sup> respondent to directly register the Sale Deed to avoid the payment of 10% of the GST towards Sale Agreement and it is not permissible as it is against the Act and

the Allotment Letter. When the appellant/complainant approached the 1<sup>st</sup> respondent, they asked the appellant/complainant to move on to the 2<sup>nd</sup> project, namely, Cluster-II “Bonito”, the said proposal was accepted by the appellant/complainant and the same was confirmed to the 1<sup>st</sup> respondent through an e-mail dated 06.11.2020. The appellant/complainant was allotted Flat No.K2-0678 in Cluster-II “Bonito” based on her application made on 20.11.2020. It was also agreed that the earlier payments would be adjusted towards the new booking and she had also paid a further sum of Rs.11,22,877/- towards booking, constituting 10% of the Agreement value of Flat No.K2-0678. By considering the earlier payment of Rs.7,92,092/- made for Flat No.C1-030 in project No.1 in “Brigade Xanadu”, an aggregated amount of Rs.19,14,969/- was paid by the complainant towards the booking of the present Flat in Cluster-II bearing No.K2-0678 in the project “Bonito”. An Allotment Notice was issued in the name of the appellant/complainant on 22.01.2021 for Cluster-II “Bonito” and the total cost of the Flat was Rs.90,71,280/-. A Sale Agreement and a Construction Agreement were executed on 14.04.2021. For the Sale Agreement, Rs.23,87,280/- was fixed as Sale Consideration and after adjusting a sum of Rs.19,14,969/- there was a balance of Rs.4,72,312/- to be paid by the complainant.

8. On 15.09.2022, the 1<sup>st</sup> respondent sent Statement of Accounts informing that the appellant/complainant had to pay the balance of Rs.12,86,057.20 and subsequently sent two other Statement of Accounts. The appellant/complainant sent a reply on 01.06.2023 seeking 15 days time for furnishing the relevant

documents. In spite of the reminders, the appellant/complainant did not make the payments and the 1<sup>st</sup> respondent issued three cancellation intimations between May 2023 and July 2023 and cancelled the booking on 16.09.2023. The 1<sup>st</sup> respondent, after cancelling the booking, issued a refund cheque for Rs.2,96,469/-. The said cheque was encashed by the appellant/complainant. Though the appellant/complainant contended that she had sent a letter dated 06.04.2024 stating that encashment did not waive her right to the balance of Rs.16,18,500/- , the said document was not produced by her. Therefore, the said contention cannot be believed.

9. But the learned Adjudicating Officer found that the appellant/complainant was in default for not being prompt in payments and held that the contract had reached finally upon the encashment of the refund.

10. In support of his contention learned counsel appearing for the appellant/complainant relied upon the following judgments: (i) ***[Kailash Nath Associates Vs Delhi Development Authority and another]*** reported in (2015) 4 SCC 136, (ii) ***[M/s.Prime Store, rep by its Partner S.Karthi & 3 Others Vs Sugam Vanijya Holdings Private Limited & 2 others]*** in Arbitration O.P.No. 257 of 2021 and ***[M/s.SCM Silks Private Limited rep. by its Director K.Sivalingam & Another Vs. Sugam Vanijya Holdings Private Limited & 4 Others]*** in Arb O.P.No.209 of 2022 and ***[VR Dakshin Private Limited of 2025 (formerly known as Sugam Vanijya Holdings Private Limited) rep. by its authorized Signatory***

***K.Suresh Kumar Vs. [M/s.Prime Store, rep. by its Partner S.Karthi & 5 Others] in A.No.3306 of 2025.***

11. In the above referred judgment reported in (2015) 4 SCC 136, the Hon'ble Supreme Court held that compensation for breach of contract can only be awarded to make good the loss or damage actually suffered. The learned counsel contended that without considering the fact that the forfeiture is grossly disproportionate to the contract value under Section 74 of the Indian Contract Act, 1872, the learned Adjudicating Officer dismissing the complaint, is not in accordance with law and is liable to be set aside.

12. The learned counsel appearing for the respondents contended that due to outbreak of Covid-19 Pandemic, the 1<sup>st</sup> respondent was unable to hand over possession and the same was intimated to the appellant/complainant's husband on 24.03.2020 and it was also informed by the 1<sup>st</sup> respondent that the Blocks 'C' and 'D' of the project would be ready for handing over in the month of August 2020. The appellant/complainant's husband citing certain financial constraint on account of not being able to sell the existing property requested the 1<sup>st</sup> respondent to waive the requirements of executing the Construction Agreement as the building was already in occupation and vide email dated 26.10.2020, he requested to directly proceed with the execution of Sale Deed in order to save Rs.10,37,818/- on GST charges which was not acceptable to the 1<sup>st</sup> respondent.

13. In spite of the 1<sup>st</sup> respondent calling upon the appellant/complainant's husband to complete the registration of the Construction Agreement and Sale

Deed, after making the required payments under the application as 95% of the payment towards Flat was already due, on 06.11.2020, the appellant/complainant's husband requested the 1<sup>st</sup> respondent to shift the booking from Cluster-I to Cluster-II on account of the financial constraints. The 1<sup>st</sup> respondent acceded to his request and allotted a Flat in Cluster-II "Bonito" Tower K2 on the 6<sup>th</sup> floor bearing Flat No.0678. The total consideration for the said Flat was Rs.90,71,280/-. The application for the allotment of Flat in K2-0678 was dated 20.11.2020. An additional sum of Rs.11,22,877/- was paid, in total a sum of Rs.19,14,969/- was paid.

14. The Sale and Construction Agreements were executed between the 2<sup>nd</sup> respondent and the appellant on 14.04.2021 for a sale consideration of Rs.23,87,280/-, after deducting the amount of Rs.19,14,969/- which was already paid and still there was a balance of Rs.4,72,312/- to be paid. Further, inspite of the reminder letters dated 17.05.2023, 02.06.2023 and 18.07.2023 demanding the appellant/complainant to pay the balance amount Rs.47,38,821/-, there was no progress in payments. Hence, the 1<sup>st</sup> respondent issued final reminder letter on 16.09.2023 and cancelled the allotment. The 1<sup>st</sup> respondent issued a cheque for Rs.2,96,469/- vide cheque No. 023296 dated 29.02.2024 to the appellant/complainant after deducting the cancellation charges and accrued interest on delayed payments and the consequential impact of GST. The said cheque was accepted and encashed by the appellant/complainant without any protest, but subsequently had filed the complaint without any basis. Having

enchased the final refund cheque without protest, the complainant cannot re-agitate the issue. As per the terms of Agreement, the 1<sup>st</sup> respondent is entitled for cancellation charges and after deducting the amount as per the terms of the Agreement issued the cheque for refund of Rs.2,96,469/- to the appellant/complainant, whiles the contention of the learned counsel appearing for the appellant/complainant is not sustainable and the judgments relied upon by the appellant/complainant is not applicable to the present case. The Adjudicating Officer after considering all the circumstances, rightly dismissed the complaint, hence, there is no merit in this appeal and the appeal is liable to be dismissed.

15. In view of the above discussions, the appeal is devoid of merits and the same is liable to be dismissed. Accordingly, the same is dismissed.

Sd/- xxxx  
**JUSTICE M.DURAIWAMY**  
**CHAIRPERSON**  
**01.07.2026**

Sd/- xxxx  
**K.BABU**  
**JUDICIAL MEMBER**  
**01.07.2026**

Copy to

1. The Adjudicating Officer, TNRERA
2. M/s.Brigade Enterprises Limited,  
rep. by its Authorized Signatories  
Having Registered Office at  
29<sup>th</sup> and 30<sup>th</sup> Floor, World Trade Centre,  
Brigade Gateway Campus,  
26/1, Dr. Rajkumar Road,  
Malleswaram, Bangalore - 560 055.  
Regional Office at:  
No.110, Rajiv Gandhi Salai, (OMR),  
Old SRP Tools,  
Thiruvanmiyur, Chennai - 600 041.
3. M/s.Tamil Nadu Brick Industries,  
rep. by its Partners  
N.D.Ramamurthy  
D.Radha Bhai  
R.Suresh Babu  
V.Dayalan and rep. by its  
Power of Attorney Agent  
M/s.Brigade Enterprises Ltd.  
Having its Registered Office at  
No.47, Mangali Nagar, First Street,  
Arumbakkam, Chennai - 600 106.  
Represented by its Partners,  
N.D.Ramamurthy,  
D.Radha Bai  
R.Swash Bai  
V.Dayalan and  
rep. by their Power of Attorney  
having Registered Office at  
29<sup>th</sup> and 30<sup>th</sup> Floor, World Trade Center,  
Brigade Gateway Campus,  
26/1, Dr.Rajkumar Road,  
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