TELANGANA REAL ESTATE APPELLATE TRIBUNAL: HYDERABAD

Krishna Hostel, Opp. to Canteen, Ground Floor, Dr. MCR HRDI Campus, Road No.25, MP & MLA's colony, Jubilee Hills, Hyderabad-500 033.

CORAM: Hon'ble Sri Justice A. Santhosh Reddy, Chairperson.
Hon'ble Sri P. Pradeep Kumar Reddy, Judicial Member.
Hon'ble Sri Vemula Sreekar, Administrative Member.

T.A.Nos. 17 of 2026, 18 of 2026, 19 of 2026, 20 of 2026, 21 of 2026, 22 of 2026, 23 of 2026, 24 of 2026, 25 of 2026, 26 of 2026, 27 of 2026, 28 of 2026, 29 of 2026, 30 of 2026, 31 of 2026, 32 of 2026, 33 of 2026, 34 of 2026, 35 of 2026, 36 of 2026, 37 of 2026, 38 of 2026, 39 of 2026, 40 of 2026, 41 of 2026, 42 of 2026, 43 of 2026, 44 of 2026, 45 of 2026, 46 of 2026, 47 of 2026.

T.A.No. 17 of 2026

Between:

M/s Vasavi Realtors LLP,
Registered office at #8-2-703/7/1 and 8-2-703/7/1/A,
Vasavi Corporate Building, 4th Floor, Road No.12, Banjara Hills,
Hyderabad, Telangana State – 500034, Rep. by its Designated
partner Mr. Srinivasulu, S/o.K. Shankaraiah, aged about 60 years,
R/o.8-3-981/1,3,4,5,6,8,10,11, Flat No.404, 4th Floor, Vasavi Bhuvana
Apartment, Srinagar Colony, Behind Nikhil Hospital, Yellareddyguda,
Khairtabad, Hyderabad – 500073.

...Appellant/Promoter

AND

Taru Trivedi,
Plot No.112, 113, Flat No.F4
Charitha Residency, Mythri Nagar Phase 2,
Madinaguda, Hyderabad – 500050.

…Respondent/Complainant

TA.No.18 of 2026

Between:

M/s Vasavi Realtors LLP,
Registered office at #8-2-703/7/1 and 8-2-703/7/1/A,
Vasavi Corporate Building, 4th Floor, Road No.12, Banjara Hills,
Hyderabad, Telangana State – 500034, Rep. by its Designated partner
Mr. Srinivasulu S/o.K. Shankaraiah, Aged about 60 years,
R/o.8-3-981/1,3,4,5,6,8,10,11, Flat No.404, 4th Floor, Vasavi Bhuvana
Apartment, Srinagar Colony, Behind Nikhil Hospital,
Yellareddyguda, Khairtabad, Hyderabad – 500073.

...Appellant/Promoter

AND

Veligotla VN Vijaybabu,
R/o. Flat No.113, Maximushill Side Towers,
Kousalya Colony, Bachupally Road,
Miyapur, Hyderabad-500 090.

…Respondent/Complainant

TA.No.19 of 2026

Between:

M/s Vasavi Realtors LLP,
Registered office at #8-2-703/7/1 and 8-2-703/7/1/A,
Vasavi Corporate Building, 4th Floor, Road No.12, Banjara Hills,
Hyderabad, Telangana State – 500034, Rep. by its Designated partner
Mr. Srinivasulu, S/o.K. Shankaraiah, Aged about 60 years,
R/o.8-3-981/1,3,4,5,6,8,10,11, Flat No.404, 4th Floor, Vasavi Bhuvana
Apartment, Srinagar Colony,Behind Nikhil Hospital,
Yellareddyguda, Khairtabad, Hyderabad – 500073.

...Appellant/Promoter

AND

1.Shri Sujith Kumar Tadi
2. Prathi Venkata Sai Anisha,
R/o.307b, Sairam Lake City Phase -1,
Apgos Coop Society, Sarada Nagar Manjeera
Pipeline Road, Hafeeqpet – 500 049.

…Respondents/Complainants

TA.No.20 of 2026

Between:

M/s Vasavi Realtors LLP,
Registered office at #8-2-703/7/1 and 8-2-703/7/1/A,
Vasavi Corporate Building, 4th Floor, Road No.12,
Banjara Hills, Hyderabad, Telangana State – 500034,
Rep by its Designated partner Mr. Srinivasulu S/o. K. Shankaraiah,
Aged about 60 years, R/o.8-3-981/1,3,4,5,6,8,10,11, Flat No.404,
4th Floor, Vasavi Bhuvana Apartment, Srinagar Colony,
Behind Nikhil Hospital, Yellareddyguda, Khairtabad, Hyderabad – 500073.

...Appellant/Promoter

AND

1.Routhi Murali Krishna, S/o.Rama Swamy Naidu,
aged about 39 yrs., Software Engineer
2.Shobhanapuram Hemalatha,
Aged about : 38 yrs., Occ:Housewife,
Both R/o.H.No.16-176/1, Arilova, Operation Colony,
Visakhapatnam.

…Respondents/Complainants

TA.No.21 of 2026

Between:

M/s Vasavi Realtors LLP,
Registered office at #8-2-703/7/1 and 8-2-703/7/1/A,
Vasavi Corporate Building, 4th Floor, Road No.12, Banjara Hills, Hyderabad,
Telangana State – 500034,
Rep by its Designated partner Mr. Srinivasulu S/o. K. Shankaraiah,
Aged about 60 years, R/o.8-3-981/1,3,4,5,6,8,10,11, Flat NO.404,
4th Floor, Vasavi Bhuvana Apartment, Srinagar Colony,
Behind Nikhil Hospital, Yellareddyguda, Khairtabad, Hyderabad – 500073.

...Appellant/Promoter

AND

Bramhaji Kande, R/o.# 402, Block-C,
West Metro Apartments, Friends Colony,
Chandanagar, Hyderabad - 500050

…Respondent/Complainant

TA.No.22 of 2026

Between:

M/s Vasavi Realtors LLP,
Registered office at #8-2-703/7/1 and 8-2-703/7/1/A,
Vasavi Corporate Building, 4th Floor, Road No.12, Banjara Hills, Hyderabad,
Telangana State – 500034,
Rep by its Designated partner Mr. Srinivasulu S/o. K. Shankaraiah,
Aged about 60 years, R/o.8-3-981/1,3,4,5,6,8,10,11, Flat No.404,
4th Floor, Vasavi Bhuvana Apartment, Srinagar Colony,
Behind Nikhil Hospital, Yellareddyguda, Khairtabad, Hyderabad – 500073.

...Appellant/Promoter

AND

1. Addepalli Sai Prasad
2.Addepalli Bala Mounika,
R/o.F.No.409, ASBL Lake Side,
Chaitanya Enclave, Khajaguda,
Hyderabad

…Respondents/Complainants

TA.No.23 of 2026

Between:

M/s Vasavi Realtors LLP,
Registered office at #8-2-703/7/1 and 8-2-703/7/1/A,
Vasavi Corporate Building, 4th Floor, Road No.12, Banjara Hills, Hyderabad,
Telangana State – 500034,
Rep by its Designated partner Mr. Srinivasulu S/o. K. Shankaraiah,
Aged about 60 years, R/o.8-3-981/1,3,4,5,6,8,10,11, Flat NO.404,
4th Floor, Vasavi Bhuvana Apartment, Srinagar Colony,
Behind Nikhil Hospital, Yellareddyguda, Khairtabad, Hyderabad – 500073.

...Appellant/Promoter

AND

Manoj Vaitla,
R/o : 9A, Jains Sadguru Heights,
Manjeera Pipeline Road, Madinaguda,
Hafeezpet, Hyderabad, Telangana -500 049.

…Respondent/Complainants

TA.No.24 of 2026

Between:

M/s Vasavi Realtors LLP,
Registered office at #8-2-703/7/1 and 8-2-703/7/1/A,
Vasavi Corporate Building, 4th Floor, Road No.12, Banjara Hills, Hyderabad,
Telangana State – 500034,
Rep by its Designated partner Mr. Srinivasulu S/o. K. Shankaraiah,
Aged about 60 years, R/o.8-3-981/1,3,4,5,6,8,10,11, Flat No.404,
4th Floor, Vasavi Bhuvana Apartment, Srinagar Colony,
Behind Nikhil Hospital, Yellareddyguda, Khairtabad, Hyderabad – 500073.

...Appellant/Promoter

AND

Thotakura Venkata Balagopal ,
Flat No.300, 3rd Floor, Advita Arcade,
Plot No.63, Road No.3, Krushi Nagar,
Madinaguda, Miyapur, Hyderabad-500 049.

…Respondent/Complainant

TA.No.25 of 2026

Between:

M/s Vasavi Realtors LLP,
Registered office at #8-2-703/7/1 and 8-2-703/7/1/A,
Vasavi Corporate Building, 4th Floor, Road No.12,
Banjara Hills, Hyderabad, Telangana State – 500034,
Rep by its Designated partner Mr. Srinivasulu S/o. K. Shankaraiah,
Aged about 60 years, R/o.8-3-981/1,3,4,5,6,8,10,11, Flat NO.404,
4th Floor, Vasavi Bhuvana Apartment, Srinagar Colony,
Behind Nikhil Hospital, Yellareddyguda, Khairtabad, Hyderabad – 500073.

...Appellant/Promoter

AND

1.Vijay Nyalpelli, S/o.Dattatray Nyapelli
aged about 40 years, Software employee,
2. Shruthi Vijay Nyalpelli
Both R/o.Flat No.206, block c,
Sri Lakshmi Shubam Arcade , Chandanagar,
near Bishkapathi Enclave, Hyderabad 500 050.

…Respondents/Complainants

TA.No.26 of 2026

Between:

M/s Vasavi Realtors LLP,
Registered office at #8-2-703/7/1 and 8-2-703/7/1/A,
Vasavi Corporate Building, 4th Floor, Road No.12, Banjara Hills, Hyderabad,
Telangana State – 500034,
Rep by its Designated partner Mr. Srinivasulu S/o. K. Shankaraiah,
Aged about 60 years, R/o.8-3-981/1,3,4,5,6,8,10,11, Flat NO.404,
4th Floor, Vasavi Bhuvana Apartment, Srinagar Colony,
Behind Nikhil Hospital, Yellareddyguda, Khairtabad, Hyderabad – 500073.

...Appellant/Promoter

AND

1. Rajesh Sricharan Guttula
2. Mounica S Illa,
   R/o.Flat No.302, Primark Anith Ashwini
   Apartments, Raghavendra Nagar Colony,
   Kondapur, Hyderabad, Telangana – 500 084.

…Respondents/Complainants

TA.No.27 of 2026

Between:

M/s Vasavi Realtors LLP,
Registered office at #8-2-703/7/1 and 8-2-703/7/1/A,
Vasavi Corporate Building, 4th Floor, Road No.12, Banjara Hills, Hyderabad,
Telangana State – 500034,
Rep by its Designated partner Mr. Srinivasulu S/o. K. Shankaraiah,
Aged about 60 years, R/o.8-3-981/1,3,4,5,6,8,10,11, Flat NO.404,
4th Floor, Vasavi Bhuvana Apartment, Srinagar Colony,
Behind Nikhil Hospital, Yellareddyguda, Khairtabad, Hyderabad – 500073.

...Appellant/Promoter

AND

Mrs.Alka Singh,
Flat No.2003, Janapriya Nile Valley,
Road No.12, PJR Enclave, Madhavapuri Hills,
Madinaguda, Hyderabad,
Telangana – 500050.

…Respondent/Complainant

TA.No.28 of 2026

Between:

M/s Vasavi Realtors LLP,
Registered office at #8-2-703/7/1 and 8-2-703/7/1/A,
Vasavi Corporate Building, 4th Floor, Road No.12, Banjara Hills, Hyderabad,
Telangana State – 500034,
Rep by its Designated partner Mr. Srinivasulu S/o. K. Shankaraiah,
Aged about 60 years, R/o.8-3-981/1,3,4,5,6,8,10,11, Flat NO.404,
4th Floor, Vasavi Bhuvana Apartment, Srinagar Colony,
Behind Nikhil Hospital, Yellareddyguda, Khairtabad, Hyderabad – 500073.
...Appellant/Promoter

AND

Mr.Suru Srinivas Rao,
R/o. Flat No.1302, G Block,
Rainbow Vistas Rock Garden,
Green Hills Road, Moosapet,
Hyderabad-500 018.
…Respondent/Complainant

TA.No.29 of 2026

Between:

M/s Vasavi Realtors LLP,
Registered office at #8-2-703/7/1 and 8-2-703/7/1/A,
Vasavi Corporate Building, 4th Floor, Road No.12, Banjara Hills, Hyderabad,
Telangana State – 500034,
Rep by its Designated partner Mr. Srinivasulu S/o. K. Shankaraiah,
Aged about 60 years, R/o.8-3-981/1,3,4,5,6,8,10,11, Flat NO.404,
4th Floor, Vasavi Bhuvana Apartment, Srinagar Colony,
Behind Nikhil Hospital, Yellareddyguda, Khairtabad, Hyderabad – 500073.
...Appellant/Promoter

AND

1. Vishal Mahankali,
2. Ashwin Kotagiri,
   Both R/o.H.No.1-1-704/1, Padma Nagar,
   Road No.3, Varni Road, Nizamabad -503001.

…Respondents/Complainants

TA.No.30 of 2026

Between:

M/s Vasavi Realtors LLP,
Registered office at #8-2-703/7/1 and 8-2-703/7/1/A,
Vasavi Corporate Building, 4th Floor, Road No.12, Banjara Hills, Hyderabad,
Telangana State – 500034,
Rep by its Designated partner Mr. Srinivasulu S/o. K. Shankaraiah,
Aged about 60 years, R/o.8-3-981/1,3,4,5,6,8,10,11, Flat NO.404,
4th Floor, Vasavi Bhuvana Apartment, Srinagar Colony,
Behind Nikhil Hospital, Yellareddyguda, Khairtabad, Hyderabad – 500073.
...Appellant/Promoter

AND

1.V.Srinibas Rao
2.Shyamala Devi,
R/o.Flat No.001, A Block, NSL Sushanta,
KPHB 5th Phase, Kukatpally,
Hyderabad- 500 072.
…Respondents/Complainants

TA.No.31 of 2026

Between:

M/s Vasavi Realtors LLP,
Registered office at #8-2-703/7/1 and 8-2-703/7/1/A,
Vasavi Corporate Building, 4th Floor, Road No.12, Banjara Hills, Hyderabad,
Telangana State – 500034,
Rep by its Designated partner Mr. Srinivasulu S/o. K. Shankaraiah,
Aged about 60 years, R/o.8-3-981/1,3,4,5,6,8,10,11, Flat NO.404,
4th Floor, Vasavi Bhuvana Apartment, Srinagar Colony,
Behind Nikhil Hospital, Yellareddyguda, Khairtabad, Hyderabad – 500073.
...Appellant/Promoter

AND

Adabala Satya Sai Krishna,
R/o.GF-3, Mahalakshmi Enclave, near Akshara Concept School,
Isukathota, Visakhapatanam, Andra Pradesh – 530 022.
…Respondent/Complainant

TA.No.32 of 2026

Between:

M/s Vasavi Realtors LLP,
Registered office at #8-2-703/7/1 and 8-2-703/7/1/A,
Vasavi Corporate Building, 4th Floor, Road No.12, Banjara Hills, Hyderabad,
Telangana State – 500034,
Rep by its Designated partner Mr. Srinivasulu S/o. K. Shankaraiah,
Aged about 60 years, R/o.8-3-981/1,3,4,5,6,8,10,11, Flat NO.404,
4th Floor, Vasavi Bhuvana Apartment, Srinagar Colony,
Behind Nikhil Hospital, Yellareddyguda, Khairtabad, Hyderabad – 500073.
...Appellant/Promoter

AND

1.Vundela Vinod Kumar Reddy
2.Venkata Kalpana Polu
R/o. D.No.8-3-833/97, Phase 3,
Kamalapuri Colony, Hyderabad – 500 073.

…Respondents/Complainants

TA.No.33 of 2026

Between:

M/s Vasavi Realtors LLP,
Registered office at #8-2-703/7/1 and 8-2-703/7/1/A,
Vasavi Corporate Building, 4th Floor, Road No.12, Banjara Hills, Hyderabad,
Telangana State – 500034,
Rep by its Designated partner Mr. Srinivasulu S/o. K. Shankaraiah,
Aged about 60 years, R/o.8-3-981/1,3,4,5,6,8,10,11, Flat NO.404,
4th Floor, Vasavi Bhuvana Apartment, Srinagar Colony,
Behind Nikhil Hospital, Yellareddyguda, Khairtabad, Hyderabad – 500073.
...Appellant/Promoter

AND

1.Mr.Sobhanababu Kolakaluri
2.Mulpuri Swathi,
R/o.Flat No.202, Savi Vyakuntam Classic ,
Shilpa Avenue Colony, Hydernagar,
Hyderabad 500 049.

…Respondents/Complainants

TA.No.34 of 2026

Between:

M/s Vasavi Realtors LLP,
Registered office at #8-2-703/7/1 and 8-2-703/7/1/A,
Vasavi Corporate Building, 4th Floor, Road No.12, Banjara Hills, Hyderabad,
Telangana State – 500034,
Rep by its Designated partner Mr. Srinivasulu S/o. K. Shankaraiah,
Aged about 60 years, R/o.8-3-981/1,3,4,5,6,8,10,11, Flat NO.404,
4th Floor, Vasavi Bhuvana Apartment, Srinagar Colony,
Behind Nikhil Hospital, Yellareddyguda, Khairtabad, Hyderabad – 500073.

...Appellant/Promoter

AND

1.Amrit Pattanayak
2. Seema Mantri
Flat 301, Sri Rams Ganga Apartment,
Raghavendra Colony, Kondapur,
Towards the end of Seasons Swimming Pool Lane,
Hyderabad, Telangana-500 084.

…Respondents/Complainants

TA.No.35 of 2026

Between:
M/s Vasavi Realtors LLP,
Registered office at #8-2-703/7/1 and 8-2-703/7/1/A,
Vasavi Corporate Building, 4th Floor, Road No.12, Banjara Hills, Hyderabad,
Telangana State – 500034,
Rep by its Designated partner Mr. Srinivasulu S/o. K. Shankaraiah,
Aged about 60 years, R/o.8-3-981/1,3,4,5,6,8,10,11, Flat NO.404,
4th Floor, Vasavi Bhuvana Apartment, Srinagar Colony,
Behind Nikhil Hospital, Yellareddyguda, Khairtabad, Hyderabad – 500073.

...Appellant/Promoter

AND

1. Majeti Jeevan Kumar
2..Majeti Naga Sandhya Devi,
R/o.# 1-4/2-7A, Hemadri Chalapathi Rao Street, '
Bhavanipuram, Vijayawada,
Krishna AP – 520 012.

…Respondents/Complainants

TA.No.36 of 2026

Between:

M/s Vasavi Realtors LLP,
Registered office at #8-2-703/7/1 and 8-2-703/7/1/A,
Vasavi Corporate Building, 4th Floor, Road No.12, Banjara Hills, Hyderabad,
Telangana State – 500034,
Rep by its Designated partner Mr. Srinivasulu S/o. K. Shankaraiah,
Aged about 60 years, R/o.8-3-981/1,3,4,5,6,8,10,11, Flat NO.404,
4th Floor, Vasavi Bhuvana Apartment, Srinagar Colony,
Behind Nikhil Hospital, Yellareddyguda, Khairtabad, Hyderabad – 500073.

...Appellant/Promoter

AND

Satyasasi Kiran Srighakolapu
R/o.11-13-1292, Plot 9/3, Vasavi Colony,
Road No.2, Near Asthalakshmi Temple, RK Puram,
Hyderabad- 500 035.

…Respondent/Complainant

TA.No.37 of 2026

Between:

M/s Vasavi Realtors LLP,
Registered office at #8-2-703/7/1 and 8-2-703/7/1/A,
Vasavi Corporate Building, 4th Floor, Road No.12, Banjara Hills, Hyderabad,
Telangana State – 500034,
Rep by its Designated partner Mr. Srinivasulu S/o. K. Shankaraiah,
Aged about 60 years, R/o.8-3-981/1,3,4,5,6,8,10,11, Flat No.404,
4th Floor, Vasavi Bhuvana Apartment, Srinagar Colony,
Behind Nikhil Hospital, Yellareddyguda, Khairtabad, Hyderabad – 500073.

...Appellant/Promoter

AND

Paluru Chandra Dheeraj,
R/o.FlatNo.401, Venkat Diamond, Matrusri Nagar,
Miyapur, Hyderabad, Telangana – 500 049.

…Respondent/Complainant

TA.No.38 of 2026

Between:

M/s Vasavi Realtors LLP,
Registered office at #8-2-703/7/1 and 8-2-703/7/1/A,
Vasavi Corporate Building, 4th Floor, Road No.12,
Banjara Hills, Hyderabad, Telangana State – 500034,
Rep by its Designated partner Mr. Srinivasulu S/o. K. Shankaraiah,
Aged about 60 years, R/o.8-3-981/1,3,4,5,6,8,10,11, Flat NO.404,
4th Floor, Vasavi Bhuvana Apartment, Srinagar Colony,
Behind Nikhil Hospital, Yellareddyguda, Khairtabad,
Hyderabad – 500073.

...Appellant/Promoter

AND

Lingamallu Pradeep Kumar,
R/o.H.No.121, Flat No. B1-203, Block B1,
Sri Hemadurga Towers, Miyapur,
Hyderabad- 500 049.

…Respondent/Complainant

TA.No.39 of 2026

Between:

M/s Vasavi Realtors LLP,
Registered office at #8-2-703/7/1 and 8-2-703/7/1/A,
Vasavi Corporate Building, 4th Floor, Road No.12,
Banjara Hills, Hyderabad, Telangana State – 500034,
Rep by its Designated partner Mr. Srinivasulu S/o. K. Shankaraiah,
Aged about 60 years, R/o.8-3-981/1,3,4,5,6,8,10,11, Flat No.404,
4th Floor, Vasavi Bhuvana Apartment, Srinagar Colony,
Behind Nikhil Hospital,
Yellareddyguda, Khairtabad, Hyderabad – 500073.

...Appellant/Promoter

AND

Sowmya Jaldu , W/o.Kopparapu Sai Koteswar Rao,
R/o # 301, Block -B, Sri Rama Palace,
Raghavendra Colony, Kondapur,
Hyderabad-500 084.

…Respondent/Complainant

TA.No.40 of 2026

Between:

M/s Vasavi Realtors LLP,
Registered office at #8-2-703/7/1 and 8-2-703/7/1/A,
Vasavi Corporate Building, 4th Floor, Road No.12,
Banjara Hills, Hyderabad, Telangana State – 500034,
Rep by its Designated partner Mr. Srinivasulu S/o. K. Shankaraiah,
Aged about 60 years, R/o.8-3-981/1,3,4,5,6,8,10,11, Flat No.404,
4th Floor, Vasavi Bhuvana Apartment, Srinagar Colony,
Behind Nikhil Hospital,
Yellareddyguda, Khairtabad, Hyderabad – 500073.

...Appellant/Promoter

AND

Mani Prasad Potti,
R/o.Flat 510, 4th Block, SMR Vinay Fountainhead,
Metro Water Works Road, Hydernagar,
Hyderabad- 500049.

…Respondent/Complainant

TA.No.41 of 2026

Between:

M/s Vasavi Realtors LLP,
Registered office at # 8-2-703/7/1 and 8-2-703/7/1/A,
Vasavi Corporate Building, 4th Floor, Road No.12,
Banjara Hills, Hyderabad, Telangana State – 500034,
Rep by its Designated partner Mr. Srinivasulu S/o. K. Shankaraiah,
Aged about 60 years, R/o.8-3-981/1,3,4,5,6,8,10,11, Flat No.404,
4th Floor, Vasavi Bhuvana Apartment, Srinagar Colony,
Behind Nikhil Hospital, Yellareddyguda
Khairtabad, Hyderabad – 500073.

...Appellant/Promoter

AND

1.Velampalli Sita Rama
2.Venkata Krishna Rao,
R/o.7-158/7/202, Divya Shakti Apartments
Opp. Lal Bungalow, Ameerpet, Hyderabad. ,

…Respondents/Complainants

TA.No.42 of 2026

Between:
M/s Vasavi Realtors LLP,
Registered office at # 8-2-703/7/1 and 8-2-703/7/1/A,
Vasavi Corporate Building, 4th Floor, Road No.12,
Banjara Hills, Hyderabad, Telangana State – 500034,
Rep by its Designated partner Mr. Srinivasulu S/o. K. Shankaraiah,
Aged about 60 years, R/o.8-3-981/1,3,4,5,6,8,10,11, Flat No.404,
4th Floor, Vasavi Bhuvana Apartment, Srinagar Colony,
Behind Nikhil Hospital, Yellareddyguda
Khairtabad, Hyderabad – 500073.

...Appellant/Promoter

AND

1.Nalluri Chandra Mouli
2.Nalluri Sujatha, W/o.Nalluri Chandra Mouli,
16-31-IX-MIG-II-111, 9th Phase, KPHB Colony,
Kukatpally,Hyderabad-500085.

…Respondents/Complainants

TA.No.43 of 2026

Between:
M/s Vasavi Realtors LLP,
Registered office at # 8-2-703/7/1 and 8-2-703/7/1/A,
Vasavi Corporate Building, 4th Floor, Road No.12,
Banjara Hills, Hyderabad, Telangana State – 500034,
Rep by its Designated partner Mr. Srinivasulu S/o. K. Shankaraiah,
Aged about 60 years, R/o.8-3-981/1,3,4,5,6,8,10,11, Flat No.404,
4th Floor, Vasavi Bhuvana Apartment, Srinagar Colony,
Behind Nikhil Hospital, Yellareddyguda
Khairtabad, Hyderabad – 500073.

...Appellant/Promoter

AND

1. Anasuya Suseela Nunna
2. Ravi Kiran Nunna,
   R/o.Flat No.202, Plot No.533, Om Nilayam,
   Matrusri Nagar, Miyapur, Hyderabad,
   Telangana –500 049.

…Respondents/Complainants

TA.No.44 of 2026

Between:
M/s Vasavi Realtors LLP,
Registered office at # 8-2-703/7/1 and 8-2-703/7/1/A,
Vasavi Corporate Building, 4th Floor, Road No.12,
Banjara Hills, Hyderabad, Telangana State – 500034,
Rep by its Designated partner Mr. Srinivasulu S/o. K. Shankaraiah,
Aged about 60 years, R/o.8-3-981/1,3,4,5,6,8,10,11, Flat No.404,
4th Floor, Vasavi Bhuvana Apartment, Srinagar Colony,
Behind Nikhil Hospital, Yellareddyguda
Khairtabad, Hyderabad – 500073.

...Appellant/Promoter

AND

Sandeep Thuthike Naga Venkata Satya,
Flat No.106, A-03 Block, Sahabhavana Township,
Nagole , Bandlaguda Road, Hyderabad- 500 068.

…Respondent/Complainant

TA.No.45 of 2026

Between:
M/s Vasavi Realtors LLP,
Registered office at # 8-2-703/7/1 and 8-2-703/7/1/A,
Vasavi Corporate Building, 4th Floor, Road No.12,
Banjara Hills, Hyderabad, Telangana State – 500034,
Rep by its Designated partner Mr. Srinivasulu S/o. K. Shankaraiah,
Aged about 60 years, R/o.8-3-981/1,3,4,5,6,8,10,11, Flat No.404,
4th Floor, Vasavi Bhuvana Apartment, Srinagar Colony,
Behind Nikhil Hospital, Yellareddyguda
Khairtabad, Hyderabad – 500073.

...Appellant/Promoter

AND

Rohit Madasu,
VSR Homes, Block 1, Flat No: 201,
H.No.1-5-73/E, Phanigiri Colony, Kothapet,
Rangareddy, Telangana 500 060.

…Respondent/Complainant

TA.No.46 of 2026

Between:
M/s Vasavi Realtors LLP,
Registered office at # 8-2-703/7/1 and 8-2-703/7/1/A,
Vasavi Corporate Building, 4th Floor, Road No.12,
Banjara Hills, Hyderabad, Telangana State – 500034,
Rep by its Designated partner Mr. Srinivasulu S/o. K. Shankaraiah,
Aged about 60 years, R/o.8-3-981/1,3,4,5,6,8,10,11, Flat No.404,
4th Floor, Vasavi Bhuvana Apartment, Srinagar Colony,
Behind Nikhil Hospital, Yellareddyguda
Khairtabad, Hyderabad – 500073.

...Appellant/Promoter

AND

Satrajeet Gupta,
Amitha Senguptha,
R/o.Flat # 413, Block -A, GK Heights,
KPHB, Hyderabad-500 072.

…Respondent/Complainant

TA.No.47 of 2026

Between:
M/s Vasavi Realtors LLP,
Registered office at # 8-2-703/7/1 and 8-2-703/7/1/A,
Vasavi Corporate Building, 4th Floor, Road No.12,
Banjara Hills, Hyderabad, Telangana State – 500034,
Rep by its Designated partner Mr. Srinivasulu S/o. K. Shankaraiah,
Aged about 60 years, R/o.8-3-981/1,3,4,5,6,8,10,11, Flat No.404,
4th Floor, Vasavi Bhuvana Apartment, Srinagar Colony,
Behind Nikhil Hospital, Yellareddyguda
Khairtabad, Hyderabad – 500073.

...Appellant/Promoter

AND

1. Annam Venkat Raevanth
2. Boda Neelima,
   R/o.A-203, Sri Sairam Towers, Manjeera Pipeline Road,
   Hafeezpet – 500 050.

…Respondent/Complainant

Counsel for the Appellant	:	Mr.D.Madhav Rao
Respondents	:	Parties-in-person
Date of Decision	:	.09.09.2026

COMMON ORDER: *(Per Hon'ble Sri Justice A. Santhosh Reddy)*

The respondents/complainants/allottees are the purchasers of different Flats in the appellant/promoter's project "Vasavi Lake City-West" at Hafeezpet village, Serilingampally Mandal, Ranga Reddy District, Telangana, and they have prayed similar reliefs, and the issue raised in all these appeals is also one and the same and as such all these appeals are taken together, heard the common set of arguments and are being disposed of by this Common Order.

2. The aforesaid captioned appeals arise from out of the respective Orders, dated 30.12.2025, passed by the Telangana State Real Estate Regulatory Authority (hereinafter referred to as 'the Regulatory Authority'), in Complaint Nos.137, 153, 156, 158, 161, 187, 189, 190, 193, 194, 196, 197, 198, 199, 200, 201, 202, 204, 213, 227, 241, 242, 243, 244, 246, 286, 370, 418, 431, 453, 493 of 2025, whereby the respective Complaints filed by the respondents/complainants/allottees were allowed in part with the following directions:

> *"(a) The preliminary objection raised by the appellant/promoter 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 the Authority.*
> *(b). The appellant's reliance on the Covid-19 pandemic as a ground of force majeure is held untenable, since the Agreement of Sale was*

executed after subsiding of the pandemic and with full knowledge of the prevailing circumstances.

(c) The extension of registration taken by the appellant 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 appellant is held liable for failure to hand over possession of the subject flat by the agreed date i.e., 28.02.2025 (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), (for brevity 'the Rules') computed on the amounts actually paid by the complainants, with effect from 01.03.2025 until actual handing over of lawful possession. The exact computation shall be subject to verification of such payments by the appellant at the stage of effecting payment. The appellant 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 Complainants are at liberty to pursue appropriate proceedings before the learned Adjudicating Officer under "Form N".

(g). The appellant is hereby directed to complete the project forthwith and handover 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 appellant 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.

Since the repeated defaults and large number of complaints were already pending against the appellant in the same project, the Regulatory Authority sternly warned him that any further delay, non-compliance, or grievance brought to notice by the allottees shall invite Section 63 of the Real Estate (Regulation & Development) Act, 2016 (for brevity 'the Act').

Failure to comply with the above said directions by the appellant/promoter, penalty in accordance with Section 63 of the Act shall be attracted".

3. Brief facts in T.A.No.17 of 2026 are taken as facts of all the cases. The case of the respondent/complainant/allottee in Complaint No.137 of 2025, in brief, as contained in the complaint, is that she had purchased a Flat No. W 07 1409 in the project "Vasavi Lake City West" in the year 2022, from the appellant/promoter. As per the agreed terms, the complainant had paid entire sale consideration amount towards the Flat and that the committed date for handover of the said Flat was August 2024 and it was extended from time to time. However, the appellant failed to deliver possession, and there was no communication from their side explaining the reason for such failure. It was further stated that as of January, 2025, 60% to 70% of the work has been completed and that the key aspects such as interior furnishings and common amenities remain incomplete. Despite multiple follow-ups, the appellant failed

to provide any roadmap or completion schedule, leaving the complainant and other homebuyers frustrated and anxious. The complainant alleged that the continued delay in possession constitutes a violation of the provisions of the Act. The respondent/Complainant, therefore, prayed for the following reliefs:

> *(a) Direct the appellant/promoter to complete the construction and handover possession of the flat at the earliest and to ensure that the remaining work is completed within a fixed and enforceable timeframe, failing which penalty should be imposed on the appellant.*
> *(b) Direct the appellant to pay interest on the total amount paid by the complainant from the promised possession date of August, 2024, until the actual date of handover at the prescribed rate under Section 18 of the Act;*
> *(c) Direct the appellant to pay compensation for the undue stress, inconvenience and financial loss incurred as a result of the prolonged delay.*

4. In all these appeals, the other respondents/complainants/allottees have sought similar reliefs except the amounts claimed towards compensation.

5. Appellant/promoter filed similar Counters in all the Complaints filed by the respondents/complainants/allottees before the Regulatory Authority, however, in the Counter filed by him in Complaint No.137 of 2025, it is stated that the complaint is not maintainable either in law or on facts, as the complainant has not availed Dispute Resolution Mechanism provided in the Agreement of sale. It is further stated that no legal notice was issued prior to filing the complaint. The project "Lake City – West" was lawfully developed after obtaining rights from the landowners under registered documents,

covering 43,298.17 sq. yds., for which requisite land conversion permissions and building permissions for construction of multi-storied apartments were obtained on 07.02.2020. The project consists of seven Towers (cellar + ground + 14 upper floors) and a clubhouse (stilt + 5 upper floors) and was registered with TG RERA, on 20.03.2020, vide Registration No. P02500001819. It is further that the complainant was allotted Apartment No. W 71409 on the 14th floor in Tower No. 7, vide booking dated 23-07-2022, having a total area of 1845 sq. ft. along with permissible parking. The agreement specifies a carpet area of 1124 sq.ft., veranda/balcony area of 267 sq. ft., common area of 401 sq. ft., and an undivided land share of 49.82 sq. yds. The total sale consideration agreed is Rs.1,00,00,000/-. The appellant was entitled to extension of the project registration as per law, and construction progress was periodically intimated to all concerned. It is stated that no alterations could be made to the sanctioned plan or specifications as set out in Schedules D and E, and the complainant has paid an amount of Rs. 20,80,627/- as per Schedule C, with the remaining payments also stipulated therein. It is further stated that Clause 5 of the agreement requires the promoter to abide by the time schedule disclosed at the time of registration. Clause 7.1 emphasizes timely delivery of possession as the essence of the agreement and provides a commitment date of 31.08.2024 with a six-month grace period, subject to *force majeure*. Any delay due to *force majeure* automatically extends timelines without liability for delay compensation. As per Clause 7.2, possession shall be offered in writing after obtaining the

occupancy certificate, and the allottee must take possession within two months. Clause 9 specifies the promoter's liability in case of default. It is further stated that the Regulatory Authority is aware of the nationwide and global medical emergency caused by COVID-19, declared by WHO in January 2020, which severely affected all sectors including real estate development and the nationwide lockdown imposed from March 2020 had a profound impact on construction activities. It is further stated that the Hon'ble Supreme Court extended limitation timelines in Suo Motu W.P No. 3 of 2020, excluding the period from 15.03.2020 to 28.02.2022, demonstrating legally recognized disruption in activities. It is further stated that Project Lake City West received GHMC sanction on 07.02.2020, immediately before the outbreak. Migrant labourers were returned to their hometowns due to lockdown restrictions, causing unavoidable delays. It is further stated that additional unforeseen factors also impacted the project timeline and were duly communicated to customers. Minor clerical errors in the agreement of sale cannot be exploited to alleged delay. It is further stated that the complainant's allegations are unsupported by evidence and intended only to harass. The project was validly registered until 07.02.2025 and further extended to 07.02.2026. It is further stated that third-party disputes also contributed to delays, several of which have been disposed of. Regular communications were issued informing allottees of delays and phase-wise completion. It is further stated that the claim for interest is untenable since the delay arose from *force majeure* conditions

recognized under Section 6 of the Act, including natural calamities such as the COVID-19 pandemic. It is further stated that the claim for compensation is arbitrary and unsubstantiated. No evidence of loss, injury, mental agony, or harassment has been produced. The appellant has acted diligently and continues to work toward completion. It is further stated that the appellant shall deliver the flats on or before February 2026 in accordance with the extension granted. More than 90% of the work has been completed, whereas the complainant has paid only 75% of the agreed consideration and remains in arrears under Schedule 'C'. It is further stated that once the complainant has accepted COVID-19 as a cause for delay, compensation cannot be sought without exceptional justification, which is absent. Additional delays also arose due to rocky terrain requiring manual excavation as blasting was not permitted. It is further stated that the complainant is not entitled to any relief as the delays were entirely beyond the appellant's control. Therefore, it is prayed that the complaint deserves to be dismissed and allow the appellant/promoter to complete and deliver the project within the extended timeline.

6. The respondents/Complainants filed similar rejoinders in all the matters, however, in the rejoinder filed in Complaint No.137 of 2025, it is stated that the Regulatory Authority is required to consider the date of agreement for sale and not the booking date. The appellant has never proactively communicated any delay or progress in the construction to the complainant, despite the

complainant's repeated follow-ups. The project schedule was shared only after persistent reminders, and even thereafter, the appellant has failed to adhere to the timelines promised. It is further stated that as per the agreement for sale duly executed by both parties, the agreed possession date was 31.08.2024, which was never disputed by the appellant. However, nearly two years have passed since the committed delivery date, and possession has still not been handed over. The delay is inordinate, unjustified, and solely attributable to the appellant. It is further stated that the appellant has failed to honour multiple promised possession timelines and is now seeking an additional extension of nearly 8 months, clearly indicating deliberate delay and an attempt to extract unlawful benefit at the cost of the complainant. It is further stated that the agreement for sale was executed after the COVID-19 pandemic period and, therefore, COVID-19 cannot be used as a justification for the delay in this project. The delays occurred primarily from 2023 onwards, a time during which no COVID restrictions were in effect. It is further stated that the entire structure of Tower 7 (West Wing) was completed nearly 18 months ago, yet no demand letter has been issued since October 2023 and as such it clearly shows that no further construction work or progress took place during this extended period, and the appellant intentionally stalled the project. It is further stated that the appellant themselves communicated three different possession dates i.e., August 2024, February 2025 and June 2025, all of which remain unfulfilled and no proactive communication was ever issued to the complainant regarding

delays or revised timelines. It is further stated that the provisions of Section 18 of the Act squarely applies to this case, as there is a delay of more than two years from the agreed date of possession, despite the complainant having already paid 80% of the total consideration to the appellant and that the promoter is legally obligated to pay interest for every month of delay and compensation as per law. It is further stated that the appellant is acting unlawfully in demanding the remaining 10% of the amount even before completing the construction and without issuing any proper demand notice and as such, it is contrary to the provisions of the Act, the agreement for sale, and established principles of consumer protection. It is further stated that the absence of any demand letter after October 2023 itself confirms that construction progress was completely stalled, and, therefore, the appellant cannot take shelter under COVID-19 to justify delays that occurred long after the pandemic period.

7. After hearing the complainants and learned Counsel appearing for the promoter and perusing the entire material available on record, the learned Regulatory Authority, vide impugned orders, dated 30.12.2025, partly allowed the aforesaid complaints filed by the Complainants/allottees as stated supra.

8. Feeling aggrieved and dissatisfied with the aforesaid orders, dated 30.12.2025, the present appeals have been preferred by the appellant/promoter.

9. Learned Counsel for the appellant/promoter submitted that the learned Regulatory Authority mechanically applied Section 18 of the Act without giving effect to the Contractual Extension Mechanism (Clause 7.1 of the agreements of sale), which was triggered by the statutory Force Majeure finding (Section 6 of the Act). It is further submitted that Section 18 (1) of the Act mandates possession in accordance with the terms of the agreements of sale and the terms of the agreements in the present case are not limited to a single static date i.e., 31.08.2024 and that Clause 7.1. of the Agreements of Sale constitutes an integral term of the agreement, which provides that the date shall be extended, if Force Majeure events occur. He further submitted that the learned Regulatory Authority committed a patent error by reading the date in isolation while ignoring the exception clause attached to it and when the condition for extension is satisfied, the date specified in the agreement legally shifts and, therefore, the appellant is not in breach of the terms of agreements, but is operating within the extended term provided by the contract itself. He further submitted that the learned Regulatory Authority by granting an extension of registration under Section 6 of the Act, has judicially/statutorily recognized that Force Majeure events (Covid-19 etc.,) existed and prevented completion of the project and this finding acts as the factual trigger for Clause 7.1 of the agreements for sale. He further submitted that in ***Neelkamal Realtors***

Suburban Private Limited Vs. Union of India[1], the Hon'ble High Court of Bombay upheld Section 18 of the Act stating that the promoter must pay interest if they fail to complete the apartment by the date agreed upon. The date agreed upon in the appellant's contract is 31.08.2024 or such extended period as permitted by Force Majeure and since the Fore Majeure extension is validly established by Section 6, the agreed date for the purpose of Neelkamal ratio is 07.02.2026.

10. He has further submitted that the delay in the project is attributable to Covid-19 pandemic and is lingering disruptions and as such the Hon'ble Supreme Court in In Re: Cognisance for Extension of Limitation (*Suo motu* Writ Petition (C) No.3 of 2020) judicially recognized the pandemic as a Force Majeure event paralysing normal limitation and performance periods. He has further submitted that the mandatory pre-deposit condition under Section 43 (5) of the Act is not attracted in the present batch of appeals. The impugned orders are unenforceable for the purpose of pre-deposit as they fail to crystalize or quantify the exact liability in monetary terms and that without a specific adjudicated sum, the calculation of the requisite percentage for deposit becomes impossible, rendering the condition unworkable. He has further submitted that in the light of the fact that the agreements of sale (Clause 7.1) expressly permit extension of the completion date in Force Majeure scenarios

[1] 2017 SCC OnLine BOM 9302

and such Force Majeure has been statutorily ratified by the learned Regulatory Authority, vide Section 6 Extension order, the appellant/promoter prayed that the appeals may be allowed as prayed for.

11. Per contra, the respondents/complainants/allottees submitted that in view of decision of Hon'ble Supreme Court in ***Newtech Promoters and Developers Pvt. Ltd., Vs. State of U.P.***[2], the appeals are barred for non-compliance of Section 43(5) of the Act. Pre-deposit of the entire awarded amount is mandatory and the appeals stand liable for dismissal due to non-compliance of the said condition. It is further submitted that the agreements of sale were executed predominantly during the year 2022 at a time when the Covid-19 pandemic and its implications were well known and that the appellant with full awareness of the prevailing conditions, consciously committed to possession timelines in all such agreements and cannot now resile from those commitments by casually invoking Covid-19 as Force Majeure. Further, a mere invocation of Force Majeure is insufficient without evidence of how the pandemic realistically prevented construction of the project.

12. It is further submitted that the appellant has failed to demonstrate any cause whatsoever for the construction being halted or progressing at a dead slow pace during the period subsequent to 2023, which clearly undermines its Force Majeure plea and reinforces the inference of wilful and unexplained

[2] (2021) 9 SCC 1

delay. Further, the appellant never cited Covid-19 as a reason for delay in any meeting or communication until 2023. It is further submitted that the respondents/allottees paid part payments during the lockdown period against construction milestones achieved, which clearly establishes that the project was progressing and not stalled due to any Force Majeure event. It is further submitted that the Regulatory Authority granted extension under Section 6 of the Act even before the respondents/allottees had raised concerns regarding the continuous and persistent defaults committed by the appellant. Therefore, it is prayed that the appeals filed by the promoter are liable to be dismissed.

13. We have heard the learned Counsel appearing for the appellant/promoter and the respondents/complainants/allottees and have gone through the entire material placed on record along with the judicial precedents filed by them.

14. In the backdrop of the aforesaid facts, the points that arise for determination in these appeals are as under:

(i) *Whether the appellant/promoter is entitled for the relief claimed in the appeals?*
(ii) *Whether the impugned order, dated 30.12.2025, passed by the learned Regulatory Authority needs interference by this Tribunal?*

POINTS (i) and (ii)::

15. The present batch of appeals arise from out of a series of Complaints filed by the aforesaid respondents/complainants/allottees in respect of appellant's project "Lake City-West". The respondents/allottees entered into respective

agreements of sale with the appellant/promoter in the year 2022 on different dates in respect of the subject Flats. As per the agreements of sale, the appellant/promoter was supposed to handover possession of the subject Flats on or before 31.08.2024, with a grace period of Six months i.e., by 28.02.2025 subject to Clause 7.1 of the said agreements of sale regarding likely delay on account of Force Majeure. Since the appellant/promoter has failed to handover possession of the subject Flats as per the respective agreements of sale, the respondents/allottees filed the aforesaid Complaints for immediate delivery of possession, payment of interest under Section 18 of the Act and for compensation for financial loss and mental agony.

16. It is the case of the appellant/promoter that the project faced significant impediments due to Force Majeure events primarily Covid-19 pandemic and subsequent supply chain disruptions, which were factors strictly beyond the control of the appellant and covered under Clause 7.1 of the respective agreements of sale. He further submits that the learned Regulatory Authority granted a statutory extension of project registration under Section 6 of the Act, valid up to 07.02.2026 and as such the due date for delivery of possession of the subject Flats under the agreements of sale aligns with the Regulatory Authority extended date i.e., 07.02.2026. Therefore, the appellant is not in breach of the terms of agreements, but is operating within the extended term provided by the contract itself.

17. It is the case of the respondents/allottees that the appellant had collected 80% - 90% of the sale consideration from almost all allottees on or before 2023 itself and as such the entire structural framework of the towers stood completed by then, leaving only finishing works and even such finishing works remain incomplete till today. They further stated that the promoter never cited Covid-19 as a reason for delay in any meetings held by them or there is no such specific communication since 2023. In fact, in the month of March, 2023, the appellant had promised to handover possession of the subject Flats on seven occasions, however, he has failed to keep up his promises. The respondents/allottees further stated that the learned Regulatory Authority categorically rejected the appellant's reliance on Covid-19 as Force Majeure observing that the agreements of sale were executed after the Covid-19 pandemic and therefore, the appeals filed by the promoter are liable to be dismissed.

18. The reason given by the appellant/promoter for the delay in completion of the project is that completion date of the project falls during the period of Covid-19 pandemic and as such he placed reliance on Clause 7.1 of the agreements of sale. We, therefore, need to examine whether the delay in completion of the project is covered under the valid grounds raised by the appellant i.e., project faced significant impediments due to Force Majeure events, primarily covid-19 pandemic. We have also need to examine with reference to extension of RERA registration for the project from time-to-time and whether such extension of registration would automatically mean if the

due date of completion of the project also needs extension by virtue of the extension of registration, as contended by the promoter.

19. We have examined Clause 7.1 of the agreements of sale regarding Force Majeure in this regard. We find that in Clause Force Majeure, nine circumstances have been laid down. Clause 7.1 of the Agreements for sale reads as under:

> *"The Promoter agrees and understands that timely delivery of possession of the apartment to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the agreement. The promoter assures to handover possession of the apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on or before 31st August 2024 and six months of grace period, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or any Court stay or Government order affecting the regular development of the real estate project (Force Majeure). If, however, the completion of the project is delayed due to the Force Majeure conditions then the allottee agrees that the promoter shall be entitled to the extension of time for delivery of possession of the apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The allottee agrees and confirms that, in the event it becomes impossible for the promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the promoter shall refund to the allottee the entire amount received by the promoter from the allotment within 90 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the allottee, the allottee agrees that he/she shall not have any rights, claims etc., against the promoter and that the promoter shall be released and discharged from all its obligations and liabilities under this agreement."*

20. The Explanation at Section 6 defines "Force Majeure to mean a case of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project."

Undoubtedly, Covid-19 pandemic falls under the definition of Force Majeure as described in the said Explanation.

21. Learned Counsel for the appellant/promoter mainly contended that the delay in the project is attributable to Covid-19 pandemic and its lingering disruptions (labour migration, supply chain collapse) and in support of his contention, he relied upon a decision of the Hon'ble Supreme Court in **In Re: Cognisance for Extension of Limitation** (Suo Motu Writ Petition (C) No.3 of 2020), dated 08.03.2021, wherein it was recognised the pandemic as a Force Majeure event paralysing normal limitation and performance periods. He further contended that the learned Regulatory Authority failed to take into account the Force Majeure clause and awarded interest for the said period also contrary to the aforesaid decision of the Hon'ble Supreme Court.

22. It is no doubt true that Covid-19 pandemic has affected the whole world, including India, especially in the construction sector. The initial Nationwide Covid-19 lockdown in India was implemented in phases from 25th March 2020 to 31st May 2020 and the second wave occurred around April–May 2021. Several commercial agreements relating to supplies, infrastructure works, construction contracts etc., have been badly hit as the parties to the contracts have miserably failed to discharge their respective obligations.

23. Force Majeure is contractual provision allocating the risk of loss if the performance becomes impossible or impractical, especially as a result of an event or effect that the parties could not have anticipated or controlled. By way

of Force Majeure clause in the contract, the parties have themselves contemplated events on the happening of which the parties shall stand released of their respective obligations. No doubt, Covid 19 pandemic is considered a clause of Force Majeure due to which there was disputed supply chain in the construction business.

24. In the instant case, the agreements of sale were admittedly executed in the year 2022, much after the Covid-19 pandemic lockdown periods. It is evident that Clause 7.1 of the agreements of sale, clearly stipulated the contractual obligations of the promoter for invoking the Force Majeure clause, which reads as under:

> *"If, however, the completion of the project is delayed due to the Force Majeure conditions then the allottee agrees that the promoter shall be entitled to the extension of time for delivery of possession of the apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented."*

25. The aforesaid Clause clearly obligates the promoter to inform the allottee that it was being prevented in performing the agreements of sale i.e., completion of the project due to Force Majeure event and the possible delay in delivery of possession of the subject flats. There is no evidence from the side of the appellant/promoter to prove the impossibility to perform the contractual obligations in view of Clause 7.1 of the agreements of sale. It is a pre-requisite prior to invoking the clause Force Majeure. The appellant/promoter, having executed the respective agreements of sale subsequent to the lockdown periods with specific possession timelines, cannot now, with retrospective justification,

rely on Covid-19 pandemic as a defence to escape its contractual and statutory obligations. That apart, as rightly submitted by the respondents/allottees, the appellant/promoter had never raised Covid-19 pandemic as a reason for delay in any of the meetings held with the allottees. There is no evidence placed by the promoter to establish that he had informed to the allottees with regard to the extension of time for delivery of possession of the subject Flats due to Covid-19 pandemic. Merely because Clause 7.1 included in the agreements of sale, it does not mean that the promoter is entitled to invoke Covid-19 as a Force Majeure claiming that the project was adversely affected due to supply chain disruptions of the material. The burden is on the promoter to complete the project and handover possession of the subject Flats to the allottees as agreed by him in the agreements of sale. The appellant/promoter cannot rely on Covid-19 pandemic as a ground of Force Majeure to escape the liability of payment of interest on the amounts paid by the respondents/allottees due to delay in delivery of possession of the subject Flats. Therefore, the plea of Covid-19 pandemic as a Force Majeure defence taken by the appellant/promoter is wholly untenable.

26. That apart, 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 plea of the appellant that only partial sales consideration

has been paid by the respondents/complainants and hence interest cannot be granted is, therefore, vague and contrary to the express mandate of the statute.

27. In *M/s Imperia Structures Limited vs. Anil Patni & Others*[3], the Hon'ble Supreme Court of India has held as under:

> *"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."*

28. In the instant cases, we are of the considered opinion that the appellant/promoter is in clear breach of both statutory and contractual obligations. Therefore, the respondents/complainants are 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. However, this entitlement is subject to the reciprocal statutory duty of the respondents/complainants to discharge any outstanding amounts under the payment plan, if not already paid. With regard to the claim of compensation, the learned Regulatory Authority has rightly held

[3] (2020) 10 SCC 783

that jurisdiction for adjudicating compensation lies with the Adjudicating Officer under Section 71 of the Act and as such the respondents/complainants are at liberty to pursue such remedy separately.

29. The next issue raised by the learned Counsel for the appellant/promoter is that since the extensions of registration of the project have been granted by the learned Regulatory Authority, under Section 6 of the Act, the project timeline stands extended up to February, 2026 and, therefore, possession of the Flats shall be delivered by that date.

30. Now, we need to examine whether the extension of registration granted by the Regulatory Authority would tantamount automatically to extension in the project completion date as per the respective agreements of sale. Appellant/promoter has registered the project with the Regulatory Authority on 20.03.2020 and it was valid for a period of 4 years commencing from 20.03.2020 to 07.02.2025 and thereafter it was extended up to 07.02.2026. A perusal of extension of registration of the project would show that the said extension was not granted due to Force Majeure condition and if at all the promoter has claimed extension of delivery of possession, the reasons for the same should have been recorded by the Regulatory Authority while granting extension of registration of the project. We find no such reasons have been recorded by the Regulatory Authority while granting extension.

31. However, we are of the considered view that extension of registration of a project does not automatically mean that the due date for completion of the

project as per the respective agreements of sale also get extended. The agreement of sale is a legally enforceable document under Indian Contract Act, 1872 and the promoter cannot unilaterally alter the date for handing over possession unless both the parties agreed to change the due date of handing over of possession of the flat. In the present case, the promoter has not taken any steps to enter into supplementary agreements with the allottees with regard to the alteration of the due date for handing over possession of the subject Flats. Therefore, the registration granted by the Regulatory Authority or its extension cannot rewrite the contract between the parties and the date assured under the respective agreements of sale executed with the consent of all the allottees shall prevail.

32. The respondents/complainants/allottees have raised an objection as to the maintainability of the present appeals filed by the appellant/promoter without mandatory pre-deposit condition under Section 43 (5) of the Act.

33. However, the aforesaid objection is not tenable as the Proviso to Section 43 (5) of the Act mandates a deposit only where a penalty is imposed or where amounts are due to the allottee. In the present case, the impugned orders merely direct the payments of delayed interest under the proviso to Section 18 (1) of the Act, which is compensatory in nature and distinct from a refund of the principal corpus or a penalty. Therefore, the mandatory pre-deposit condition under Section 43 (5) of the Act is not attracted in the present batch of appeals.

34. In view of the aforesaid discussion, we are of the considered opinion that the learned Regulatory Authority has rendered reasoned Orders. Therefore, we do not find any illegality or procedural irregularity in the impugned orders, dated 30.12.2025, passed by the learned Regulatory Authority and as such, the said impugned Orders warrant no interference by this Tribunal.

35. In the result, all the aforesaid (31) appeals are dismissed by confirming the impugned orders, dated 30.12.2025, passed in Complaint Nos. 137, 153, 156, 158, 161, 187, 189, 190, 193, 194, 196, 197, 198, 199, 200, 201, 202, 204, 213, 227, 241, 242, 243, 244, 246, 286, 370, 418, 431, 453, 493 of 2025 by the learned Regulatory Authority. There shall be no order as to costs.

Pending miscellaneous applications, if any, shall stand closed.

Registry is hereby directed to transmit a copy of this order to the parties and the learned Regulatory Authority as per section 44 (4) of the Act.

Pronounced on this the 9th day of September, 2026.

Sd/-

A. SANTHOSH REDDY, J
(CHAIRPERSON)

Sd/-

P. PRADEEP KUMAR REDDY
(JUDICIAL MEMBER)

Sd/-

VEMULA SREEKAR
(ADMINISTRATIVE MEMBER)

GSN.

Registrar, Telangana State Real Estate Appellate Tribunal