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: 14.10.2026

Delivered on: 28.10.2026

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

Appeal No.107 of 2026
and
M.A.No.277 of 2026

1. M.G.Senthilkumaran
2. M.S.Sakila ... Appellants

Vs.

M/s. Care Promoters Chennai (P) Limited
rep. by its Director Rajendran ... Respondent

Appeal has been filed under Section 44 of the Real Estate (Regulation and Development) Act, 2016 (i) to set aside the order in C.C.P.No.3 of 2025 dated 25.03.2026 passed by the Adjudicating Officer, Tamil Nadu Real Estate Regulatory Authority, Chennai and allow the appeal as prayed for; (ii) to pay a sum of Rs.20,00,000/- (Rupees Twenty Lakhs only) for the harassment and mental agony suffered by the complainants; (iii) to pay a sum of Rs.1,00,000/- (One Lakh Rupees only) as cost of litigation/present proceedings to the complainants.

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For Appellants : Ms.S.Ambika
for Mr.K.Venkateswaran

For Respondent : Mr.Ramesh Umapathy

ORDER

Challenging the order passed in C.C.P.No.3 of 2025 dated 25.03.2026 on the file of the Adjudicating Officer, Tamil Nadu Real Estate Regulatory Authority, the complainants have filed the above appeal. The respondent is the promoter.

2. The brief case of the complainants is as follows:

The complainants booked Apartment No.2F1 in the project developed by the respondent in the name of "Blossom Phase-I" in Maraimalai Nagar, Chengalpattu with an UDS of 259.96 sq.ft. in the layout "Sri Ayya Nagar". The cost of the UDS was Rs.3,89,940/-. The complainants have also entered into a Construction Agreement with the respondent for the Flat No.2F1 on 28.06.2018. The complainants availed loan for a sum of Rs.11,35,633/- from DHFL, which was later taken over by Paramal Capital and Housing Finance. The complainants have paid a sum of Rs.1,11,000/- for the period from 01.02.2018 to 14.08.2018 between March 2019 and November 2024 and a sum of Rs.7,09,311/- towards EMI, in total, a sum of Rs.8,20,311/-.The complainants have paid the entire amount towards the construction of the Apartment. As per Clause 3(a) of the Construction Agreement, the Unit should have been completed within a period of 12 months with a grace period of 3 months from the date of Construction Agreement

dated 28.06.2018 and as per the said Agreement, the construction should be completed and possession should have been handed over to the complainants by September 2019. But, even after the expiry of 60 months, the respondent did not hand over the possession of the Unit till date to the complainants. Hence, the complainants filed the complaint seeking for the following reliefs:

(a) To pay a sum of Rs.20,00,000/- (Rupees Twenty Lakhs only) for the harassment and mental agony suffered by the complainants.
(b) To pay a sum of Rs.1,00,000/- (Rupees One Lakh only) as cost of litigation/present proceedings to the complainants.

3. The averments of the respondent in the counter are as follows:

(i) The complainants have paid a sum of Rs.1,05,000/- on various dates. Paying EMI for the home loan is the sole responsibility of the complainants and the respondent is not liable to pay any amount towards EMI.

(ii) Inspite of Covid-19 Pandemic, the respondent had completed the project by October 2023 itself. The complainants also performed house-warming ceremony and took possession of the Apartment assuring that they would pay the balance amount. Thereafter, a formal hand over of the subject Apartment was also given to them. It is not correct to state that the project has not been completed. The project was completed in all aspects with lift operational and a dedicated TNEB transformer for the project. The complainants were not willing to pay the balance consideration, but had filed the false compliant, hence, the complaint is liable to be dismissed.

4. Before the Adjudicating Officer, on the side of the complainants, CW1 was examined and Exs.A1 to A9 (Ex.A7 series) were marked. On the side of the respondent, RW1 was examined and Exs. B1 series and B2 were marked.

5. After hearing both parties, the learned Adjudicating Officer dismissed the complaint. Aggrieved over the same, the complainants filed the present appeal.

6. It is not in dispute that the complainants had booked Apartment No.2F1 in the project "Blossom Phase-I" developed by the respondent. The Construction Agreement was entered on 28.06.2018. As per the Construction Agreement, the subject Unit should have been completed and handed over by September 2019. According to the learned counsel appearing for the complainants, the subject Unit was not handed over to the complainants till date, hence, the present complaint was filed claiming compensation.

7. The said contention was repudiated by the learned counsel appearing for the respondent and further, he contended that the entire construction was completed and possession was also handed over to the complainants and the complainants had also performed house-warming ceremony, which would show that possession was handed over to the complainants. Moreover, the complainants, at the time of taking possession of the Apartment, assured that they would pay the balance amount, but did not pay the balance amount inspite of taking possession. In order to avoid the payment, the

complainants filed the present complaint which is not sustainable. According to the learned counsel appearing for the respondent, the Adjudicating Officer, considering all the circumstances, rightly dismissed the complaint with costs, hence, no merit in the appeal and is liable to be dismissed.

8. The main issue involved in this appeal is whether possession has been handed over to the complainants after completion of the construction?

9. The learned counsel appearing for the respondent/promoter contended that the possession had already been given to the complainants after completion of the construction of entire project. The complainants had also performed house-warming at the time of taking possession. The complainants assured to pay the balance and believing their words, the respondent formally handed over possession of the subject Apartment, but the complainants failed to pay the balance amount and filed this complaint. The said contention of delivery of possession given to the appellants/complainants was denied by the appellants/complainants.

10. In order to establish the fact that the project has been completed as per the sanctioned plan, it is necessary to obtain the Completion Certificate from the competent Authority by the promoter as per Rules 2(h)(i), (ii) & (iii) of the Tamil Nadu Real Estate (Regulation and Development) Rules, 2017, but to show that the entire project has been completed in accordance with the sanctioned plan, the promoter

failed to produce any Completion Certificate. In fact, the learned counsel appearing for the appellants/complainants contended that no Completion Certificate is available till today.

11. It would be appropriate to extract Rules 2(h)(ii) & (iii) of the Tamil Nadu Real Estate (Regulation and Development) Rules, 2017, which reads as follows:

> "2 (h)
> (i) ...
> (ii) the projects in Chennai Metropolitan Area for which application for completion certificate has been filed with Chennai Metropolitan Development Authority subject to furnishing certificate from the architect/licensed surveyor/ structural engineer associated with the project to the effect that all the buildings in the projects have been structurally completed i.e. all the columns, beams and slabs have been erected supported with photographs. Chennai Metropolitan Development Authority will issue, completion certificate for those projects in compliance with Completion Certificate norms prescribed. In Completion Certificate filed cases, if the Completion Certificate is rejected by Chennai Metropolitan Development Authority for violation of norms, such projects will be intimated to the Real Estate Regulatory Authority and will be bound for registration with Real Estate Regulatory Authority. The details of all projects where Completion Certificate application has been filed with Chennai Metropolitan Development Authority prior to notification of these rules will be disclosed to the public by publishing the list of all such projects on the website of Chennai Metropolitan Development Authority and Real Estate Regulatory Authority immediately after notification of these rules.
> (iii) in the case of projects under execution outside Chennai Metropolitan Area, as no provision and procedure has yet been prescribed for issue of completion certificate, if the

> construction is structurally completed meaning that all the columns, beams and slabs have been erected and certified by the architect or structural engineer/licensed surveyor associated with the project supported with photographs. Such projects shall be intimated to the concerned Local Planning Authority or Regional Deputy Director of the Town and Country Planning Department within 15 days from the date of notification of these rules with a copy marked to the office of the Director of Town and Country Planning. The Director of Town and Country Planning will make public the list of all such projects in his official website, on the 16th day of notification of the rules besides publication of the same in the website of Real Estate Regulatory Authority.
> ..."

12. While considering the case on hand, no completion Certificate, as contemplated under Rules 2(h)(ii) & (iii) of the TNRERA Rules, 2017, was produced by the promoter till today. The intention of the legislature regarding the completion of the project is that it should be certified only by the Architect or Structural Engineer/Licensed Surveyor associated with the project supported with photographs. But, no such certificate was produced by the respondent/promoter. Without producing the Completion Certificate, the claim of the respondent/promoter that the construction of the entire project has been completed and possession was handed over to the complainants, cannot be accepted. It is the duty of the promoter to complete the construction as per the Construction Agreement irrespective of the fact whether the entire payment has been made by the allottees or not.

13. Moreover, as per the Clause 3(a) of the Construction Agreement dated 28.06.2018, the promoter should complete the construction of the Apartment within a period of 12 months with a grace period of 3 months from the date of the Agreement. If so, the construction should have been completed by the promoter and possession should have been handed over to the complainants by 28th September 2019. But, no documents are available to show that the construction was completed and possession was handed over to the complainants within the period prescribed in the Construction Agreement.

14. In the absence of the Completion Certificate and in the absence of any document to show that the possession was handed over to the complainants, the contention of the learned counsel appearing for the respondent/promoter that possession was given to the complainants cannot be accepted.

15. Without considering the said aspect, the learned Adjudicating Officer erroneously dismissed the complaint. As per the Construction Agreement, it is for the respondent/promoter to complete the construction within the period stipulated in the Construction Agreement dated 28.06.2018. Hence, for the foregoing reasons, the order passed by the learned Adjudicating Officer, TNRERA is liable to be set aside. Accordingly, the order passed in C.C.P.No.3 of 2025 is set aside.

16. Since it is evident that the respondent/promoter failed to complete the construction and hand over possession of the Flat to the appellants as promised in the Construction Agreement dated 28.06.2018 and that even as of today, the respondent/promoter failed to produce the Completion Certificate, we are of the considered view that the appellants/complainants are entitled to get compensation. Taking into consideration the cost of the Flat and the delay in handing over possession of the Flat, we are of the view that a sum of Rs.3,00,000/- can be awarded as compensation and a sum of Rs.50,000/- can be awarded towards litigation expenses. Accordingly, we direct the respondent/promoter to pay a sum of Rs.3,00,000/- towards compensation for the delay in handing over possession and a sum of Rs.50,000/- towards litigation expenses to the appellants/complainants within a period of four weeks from the date of receipt of a copy of this order.

17. With the above observations, the appeal is partly allowed. Consequently, the connected Miscellaneous Application is closed.

Sd/-xxxx
JUSTICE M.DURAISWAMY
CHAIRPERSON
28.10.2026

Sd/-xxxx
K.BABU
JUDICIAL MEMBER
28.10.2026

Copy to

1. The Adjudicating Officer, TNRERA

2. M/s. Care Promoters Chennai (P) Limited
   rep. by its Director Rajendran
   Having their registered office at
   Flat D, No.10/1, 19th Street, Tansi Nagar,
   Velachery, Chennai - 600 042.

   Presently at
   In town R, No.46, Thaiyur Market Road,
   Kelambakkam, Chengalpattu - 600 103.