



**BEFORE THE TAMIL NADU REAL ESTATE
REGULATORY AUTHORITY (TNRERA)
(Tamil Nadu, Andaman & Nicobar Islands)
at Anna Nagar, Chennai – 600 102
[Under the Real Estate (Regulation and Development) Act, 2016]**

**Bench 1: Thiru. Shiv Das Meena, I.A.S.(Retd.), Hon'ble Chairperson
Dr. L.Subramanian, I.A.S. (Retd.), Hon'ble Member
Thiru. Sukumar Chittibabu, Hon'ble Member**

C.No. 121 of 2023

04th day of March 2026

Thiru. R. Jagan Kumar

...Complainant

Versus

M/s. Selene Estate Limited
Rep. by its Director

...Respondent

The above said complaint came up for the final hearing on 10.09.2025 before the Authority in the presence of M/s. Amar K Panwar, - Counsel for Complainant and M/s. Chandramouli Prabhakar - Counsel for Respondent and upon hearing the arguments of both the parties and consideration of the same, this Authority passed the following order:

FINAL ORDER

Averments of the Complainants:

1. The case of the Complainant is that he had booked a 2.5 BHK flat bearing No. E51903, Tower E5, 19th floor having 1,489 sq. ft. saleable area with one reserved car parking in the project promoted by the Respondent at Jalladianpettai village, Sholinganallur Taluk, Chennai. The project is registered with TNRERA vide Registration No.TN/01/Building/0023/2017. The Complainant submits that the total sale consideration for the said flat was Rs.62,59,790/-. The Complainant states that he paid a sum of Rs.50,000/- towards advance amount on 20.03.2021. The Respondent agreed to convey 298 sq.ft of undivided share of land for a sum of Rs.7,82,667/- in favour of Complainant. The Complainant also entered into an unregistered construction agreement and unregistered agreement for sale with the Respondent on 24.03.2021.
2. The Complainant also submits that he availed loan from the State Bank of India, Egmore Branch. The Tripartite agreement was executed amongst the Complainant, Respondent and the said bank on 24.03.2021. On the same day, the Complainant has paid a sum of Rs.5,49,906/- to the Respondent. The Complainant submits that he was called upon to make stage wise payments and it was paid accordingly without any delay. The Complainant also avers that the Respondent promised to handover the said flat on 30.06.2021 as per the construction agreement. But, the Respondent failed to do so. Even after a lapse of many years, the Respondent is still not showing any interest in the completion of the flat. The Complainant submits that he is

paying house rent and monthly installments to the bank because of the Respondent's breach of commitment.

3. The Complainant submits that at the time of booking in March 2021, the Respondent had assured the delivery of the flat on or before 30.06.2021, based on which the Complainant paid the booking amount of Rs.50,000/- on 21.03.2021 and a further sum of Rs.9,12,896/- on 24.03.2021, in compliance with the payment schedule under the Construction Agreement dated 24.03.2021. The Complainant has thus paid more than the stipulated amount.
4. The Complainant avers that, despite periodic status emails, there was no substantial progress in construction. By email dated 04.10.2021, the Respondent admitted the delay and revised the date handing over to January 2022, thereby failing to adhere to the promised timeline. The Complainant further paid Rs.5,00,000/- towards lift works as requested by the Respondent and the same was, acknowledged by receipt dated 21.07.2023, taking the total payment to Rs.14,12,896/-.
5. The Complainant further avers that, due to negligible construction progress, the Complainant's bank was unable to release stage-wise payments. Notwithstanding the incomplete construction, the Respondent unlawfully demanded Rs.42,20,916/- by letter dated 06.10.2023 and abruptly terminated the provisional allotment on 07.10.2023, evidencing malafide intention and arbitrary conduct. The unilateral cancellation after a delay of over two years amounts to deficiency in service and violation of RERA provisions.
6. The Complainant submits that he was neither consulted nor formally informed about the revisions in the delivery timeline. The delay is solely attributable to the Respondent, entitling the Complainant to seek appropriate

reliefs and is therefore constrained to initiate proceedings under the RERA Act.

7. The Complainant filed a memo and stated that during the pendency of the present case, the Respondent has unlawfully and fraudulently sold the said flat to a third party on 24.10.2024 to one Mrs. Sanjana Sathyanarayanan and received the sale consideration of Rs.1,11,67,500/-. It is submitted that the Complainant came to know about the aforesaid sale recently, upon perusal of the Encumbrance certificate bearing no.12430/2024 relating to the subject property.
8. The Complainant also submits that, the Respondent has made a false representation before this Authority that they are willing to handover the possession of the said flat on June 2025 during the proceedings dated 19.03.2025.
9. The Complainant have prayed for the following reliefs:
 - a. To direct the Respondent to hand over the possession of Flat No. E51903 in a complete and habitable condition with all promised amenities, as per the Construction Agreement dated 24.03.2021
 - b. To direct the Respondent to pay Rs.5,00,000/- towards compensation for mental agony and hardship suffered by the Complainant.

Averments of the Respondent:

10. The Respondent submits that the total sale consideration for the subject flat was Rs.62,59,791/-, out of which the Complainant has paid only Rs.14,12,896/- on a stage-wise basis and failed to pay the balance amount as per the Agreement. The Respondent has submitted that the Complainant has paid the following amount to the Respondent.

TABLE - I

S.No.	Receipt No.	Receipt Date	Mode	Instrument No.	Instrument Date	Drawn on	Net amount
1.	1771	17.03.2021	Online	50100014762871-TPT-E51903 Booking advance-Jagan	17.03.2021	Online Transfer	50,000
2.	1788	24.03.2021	Online	SBINR12021032417389709	24.03.2021	SBI	3,99,906
3.	1789	24.03.2021	Online	IMPS108311389113	24.03.2021	Other	1,50,000
4.	1818	31.03.2021	Cheque	654018	30.03.2021	SBI	3,12,990
5.	2660	21.07.2023	Online	320214347506	21.07.2023	Online Transfer	5,00,000
TOTAL							14,12,896

11. The Respondent states that all payment demands were strictly in accordance with the Agreement and that the Complainant refused to make further payments, insisting that payment would be made only upon completion and delivery of the flat.

12. The Respondent avers that delay in construction occurred due to circumstances beyond its control, including the natural calamities, labour and material shortages, statutory approval delays, and Government-imposed restrictions, all of which were known and communicated to the Complainant at the time of execution of the Agreement.

13. The Respondent submits that despite repeated reminders and mail communications, the Complainant remained in continuous default, compelling

the Respondent to lawfully terminate the allotment by Termination Letter dated 07.10.2023, which the Complainant has admittedly acknowledged in the complaint.

14. The Respondent states that even after termination, sufficient time exceeding one year was granted to the Complainant to clear the outstanding dues; however, upon continued failure, the flat was lawfully sold to a bona fide third-party purchaser by a registered Sale Deed dated 24.10.2024 and is no longer available for possession or registration.
15. The Respondent categorically denies allegations of fraud, suppression, mala fide intent, or deficiency of service and avers that all actions were taken in good faith and strictly in exercise of contractual rights. The Respondent clarifies that the undertaking given before this Authority to handover the unit in March 2025 pertained only to a similar unit and not to the very same flat which had already been terminated and sold.
16. The Respondent submits that the Complainant, having committed persistent defaults and admitted termination, is not entitled to any relief, and the complaint is liable to be dismissed.

Issues and Findings:

17. An attempt to settle the matter amicably has failed. After hearing both the parties and perusing the documents placed before the Authority, the following points arise for determination:
 - i. Whether the Complainant has complied with the payment obligations under the Construction Agreement and Agreement for Sale dated 24.03.2021?

- ii. Whether the Complainant is entitled to get possession of Flat No. E51903 as per the agreement?
- iii. What are the other reliefs made out?

Answer to point (i):

18. The Complainant has booked a flat bearing No.E51903 in a project promoted by the Respondent at Jalladianpet Village. The total sale consideration as agreed between the parties, was fixed as Rs.62,59,790/- (construction cost Rs.54,77,123/- and cost towards UDS of land Rs.7,82,667/-) To this effect, an unregistered sale and construction agreement was entered between the parties on 24.03.2021. Similarly, as per the Agreement to sale (Schedule E), the amount to be paid by the Purchaser / Allottee to the Vendor/ Promoter for conveyance and delivery of UDS of 298 sq.ft. is as follows:

TABLE –II

SCHEDULE – D IN CONSTRUCTION AGREEMENT

Payment Schedule	Construction cost
On booking	Rs.87,515/-
10% within 30 days of booking (less booking amount)	Rs.4,61,092/-
90% on possession	Rs.49,28,516/-
Total	Rs.54,77,123/-

TABLE – III

SCHEDULE – E IN AGREEMENT FOR SALE

Payment Schedule	Land Cost	GST	Amount
On booking	Rs. 11,148/-	Rs.1,338/-	Rs.12,486/-
10% within 30 days of booking (less booking amount)	Rs.58,733/-	Rs.7,048/-	Rs.65,781/-
90% on possession	Rs.6,28,929/-	Rs.75,471/-	Rs.7,04,400/-
Total	Rs.6,98,810/-	Rs.83,857/-	Rs.7,82,667/-

19. The Complainant is liable to pay Rs.6,26,874/- within 30 days of the booking against which the Complainant has paid Rs.14,12,896/-. It is admitted fact that the Respondent has received Rs.14,12,896/- from the Complainant. From the above, it is seen that the Complainant has paid more than the amount required to be paid before the possession of the apartment. The remaining 90% of the sale consideration was supposed to be paid by the Complainant only on handing over of possession of the flat. Therefore, the Complainant has complied with the payment obligations under the construction agreement and Agreement for sale. Thus, answer to the point (i) is so determined.

Answer to the point(ii) and point (iii):

20. As per the Construction agreement, the Respondent should have handed over the possession of the apartment to the Complainant on 30.06.2021 with a grace period of 6 months i.e. 31.12.2021. But, instead of handing over the possession of the apartment to the Complainant, the Respondent, in violation of the agreement, unilaterally cancelled the booking vide termination letter dated 07.10.2023, which is a blatant violation of agreement between the parties.
21. Further, the Respondent has sold the apartment to a 3rd party at Rs.1,11,67,500/- which is much higher than the rate at agreed with the Complainant. It shows that the Respondent resorted to this action for realising more profit which amounts to unjust enrichment at the cost of the Complainant.
22. The Respondent has submitted that delay in construction occurred due to natural calamities, labour and material shortage, delay in statutory approvals etc. All these reasons are very generic in nature and cannot be

held as valid reasons for delay. It is the responsibility of the Respondent to arrange labour and construction material and obtain statutory approvals. It is beyond the apprehension of this Authority that what kind of statutory approvals the Respondent is talking about when the project has already been registered with TNRERA. All these approvals are obtained before launching the project. The Authority is of the opinion that the reasons cited for delay by the Respondent are lame excuses and not convincing. Thus, the Respondent is held responsible for the delay in handing over the possession of the apartment to the Complainant in spite of the Complainant paying the amount as required by the agreement.

23. Therefore, the Respondent has violated the terms of the construction agreement and agreement for sale entered with the Complainant and also the tripartite agreement between the bank, Complainant and Respondent.
24. During the course of adjudication, the Respondent undertook to hand over the possession of the flat to the Complainant by June 2025. However, it has been brought on record that the flat allotted to the Complainant had already been sold to a third party.
25. Therefore, this authority is of the view that the Respondent shall handover the possession of an apartment with similar specifications similar to the originally booked apartment No. E51903, in the same project to the Complainant at the terms and conditions agreed between the parties. Thus, answer to point (ii) and answer to point (iii) is so determined.
26. Therefore, the Authority directs the Respondent to hand over possession of an alternate flat with specifications similar to Flat No. E5-1903 on or before

05.04.2026 subject to the willingness of the Complainant to opt for such alternate flat.

27. If the Complainant is not willing to accept the alternate flat, the Complainant shall be at liberty to file an appropriate refund claim petition before this Authority, in accordance with law.
28. The Complainant is also at liberty to file a separate complaint before the Adjudicating Officer seeking compensation for the mental agony and hardships suffered by the Complainant.

With the above findings and directions, this Complaint is disposed of.

Sd/-...04.03.2026

MEMBER (S), TNRERA

Sd/-...04.03.2026

MEMBER (LS), TNRERA

Sd/-....04.03.2026

CHAIRPERSON, TNRERA

/TRUE COPY/


ADMINISTRATIVE OFFICER, TNRERA