



**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. 003 of 2025
10th day of April, 2026**

Thiru Tarun Chatterjee]	Complainant
Versus		
M/s. Sai UVR Properties Ltd.]	
Represented by its Director]	Respondent
Santhosh Kumar V]	

The above Complaint came up for final hearing before this Authority in the presence of the Complainant - Party in person and M/s Leela & Co - Counsel for Respondent appeared through video conferencing. After perusing the complaint, counter affidavit, documents submitted by both the parties, this Authority passes the following order:

FINAL ORDER

Averments of the Complainant:

- 1) The Complainant has submitted in the complaint that, the flat allotted to him has been facing defects on account of poor construction practices on the part of the Respondent. The Respondent's own workmen have admitted that the cracks in the walls are due to improper construction; however, the Respondent dismisses these as mere hairline or air cracks. The Complainant further avers that, there are more than fifteen cases of cracks over five feet in length on the exterior walls and interior walls.
- 2) The Complainant avers that, the present complaint is about the use of poor material, negligence and poor workmanship on the part of the Respondent promoter. Furthermore, the Respondent is under the obligation to rectify defects but the Respondent has not rectified the defects, thought it was done for some other buyers.
- 3) The Complainant further submits that as early as in May 2023, several defects were brought to the notice of the Respondent by the Complainant, including continuous tripping of the electrical mains, improper fixing of doors, cracks in the kitchen counter, damaged tiles, peeled and cracked doors, uneven drawers and other finishing defects. The Respondent's service manager assured the Complainant that all the said defects would be rectified. On believing the assurances given by the Respondent, the Complainant took possession of the flat on 01.06.2023.
- 4) The Complainant further avers that, some of the issues were resolved by the Complainant through the Association. During the month of

November 2023, the Respondent visited the flat and carried out limited rectification works such as partial repainting, louver fan, clearing of the sink blockage and replacement of certain chipped tiles. However, several other defects relating to electrical, sanitary and other works were not attended by the Respondent despite repeated requests by the Complainant between December 2023 to February 2024.

- 5) The Complainant further submits that, on 04.03.2024, the Complainant noticed the sudden appearance of cracks exceeding five feet in length on the exterior and interior walls, many of which measured more than 1 mm in width. It is submitted that in certain places the cracks had reappeared even after earlier concealment carried out by the Respondent. The Complainant submits that all the above defects were reported well within one year from the date of possession; but, the Respondent has failed to carry out the necessary repairs.
- 6) The Complainant therefore states that, the Respondent is liable to rectify all the defects and the pending repairs. In the event of failure to do so, the entire amount received from the Complainant together with applicable interest should be refunded and compensation for the loss and hardship suffered.
- 7) The Complainant in his rejoinder stated that, the report from the Respondent's structural engineer dated 15th February, 2025 is illegal, invalid, inadmissible and unacceptable. Because, any visit, examination, letter, report or document regarding damages and / or structural condition provided without the knowledge or presence of

the Complainant is unacceptable. The Complainant further avers that in March 2024, the structural defects were communicated by other allottees to the Respondent. But the Respondent took shortcuts and used poor material instead of fixing these defects.

- 8) The Complainant further avers that, the handover letter submitted by the Respondent was not signed by the Complainant. It is further submitted that, the lease deed executed between the Complainant and the third party, was an agreement forcibly imposed upon the Complainant by the Respondent.

The Relief sought by the Complainant,

- i. Remove the entire cracked plaster both in exterior and interior walls and replace any damaged bricks in full (not resort to cosmetic repairs)
- ii. Replace the cut plaster with a quality substance such that the cracks do not recur.

Averments of the Respondent:

- 9) The learned counsel for the Respondent filed the counter affidavit stating that, the Respondent M/s. Sai UVR Properties Private Ltd. is a company incorporated under the Companies Act, 2013 and represented by its authorized signatory Mr. Santhosh Kumar Y. The Respondent further submits that, he has a respected and reputed name in the South India and is currently involved in multiple projects in Coimbatore.
- 10) The Respondent is the Promoter of the project "Utsav Prashanthi" at Alandurai, Coimbatore and the said residential project comprises of residential villas and apartments having 2 blocks with a total of 98

apartments of G+3 Floors and 23 individual villas having amenities and facilities including common dining facilities provided by the Respondent.

- 11) The Respondent has obtained planning permission No. 190/2016 dated 08.11.2016 from the Directorate of Town and Country Planning, Coimbatore and building permit No.3/2017-18 dated 25.05.2017 from the Executive officer, Alandurai Town Panchayat. The Respondent had also registered the project with the Tamil Nadu Real Estate Regulatory Authority vide Registration No. TN/11/Building/0188/2017 dated on 17.11.2017.
- 12) The Respondent further avers that, Construction Agreement and the Sale Deed dated 30.05.2023 were registered as Doc No: 5210 of 2023 and Doc No: 5212 of 2023 respectively before the Sub-Registrar, Thondamuthur in favour of the Complainant. Further, it is submitted that, the Complainant was allotted a 3 BHK villa in the "Utsav Prashanthi" project at Block No.3, Villa No.- VE 4 having carpet area of 1048.21 square feet for a construction cost of Rs.69,98,985/-. The Respondent handed over the villa to the Complainant on 1st June, 2023 well within the handover date.
- 13) The Respondent submits that, the Respondent meticulously listened to the Complainant's complaints and made several minor repairs and replaced the damaged fixtures in the Complainant's villa. The Respondent further submits that on 08.06.2023, within a week of handing over the villa, the Complainant has entered into a lease agreement with one Mr. Debabrata Bhattacharya for leasing of the subject premise. It is illogical to assume that, a lessee would

knowingly enter into an agreement for a defective property. The person, who has used or occupied the property post-handover, be it the lessee of the Complainant or the Complainant himself, bears responsibility for any resulting damages. Clause 8 of the Construction Agreement dated 30.05.2023, stipulates that, the Respondent's liability extends only to structural defects in the villa and it expressly excludes hairline cracks from the definition of structural defects.

- 14) Furthermore, the Respondent avers that, the Complainant's unwarranted grievance regarding wall-hung toilets, which are, in fact, a hallmark feature of contemporary bathroom design and reflect a progressive aesthetic. The Respondent states that, there exists no improper RCC curing, no improper material were used, no negligence on the part of the Respondent and certainly no poor workmanship on the part of the Respondent.
- 15) The Respondent avers that, the Complainant has submitted a photo of a crack, which is a zoomed picture with a measuring scale alongside which shows a width of less than 1 mm crack and the photo is not conclusive evidence of the major defect in the villa or even a hairline crack in the villa. Therefore, the Respondent cannot be held accountable for every minor issue.
- 16) The Respondent has also filed a written submission stating that, the certificate from a Chartered Engineer engaged by the Complainant himself would depict that the cracks are "Non-Structural separation cracks". Further, the e-mail produced by the Complainant, to which the Respondent is objecting on account of the document not being complete and on account of various portions were redacted. The

Respondent has also stated that the Complainant in the said email had mentioned that one person, who appeared to be an engineer, whose name is concealed, has also pointed out that they are "Air cracks".

- 17) Furthermore, the Respondent submitted that, the Licensed Structural Consultant has issued a certificate that there are no such structural defects as claimed by the Complainant. Therefore, the Respondent prayed to dismiss this complaint with exemplary cost.

Issues and Findings:

- 18) An attempt to settle the matter amicably has failed.
- 19) After hearing both the parties and examining the complaint, counter affidavit, rejoinder, written submission and the arguments made by both the sides, the following points arise for determination.
- i) Whether the Respondent is liable to rectify the defects in the Complainant's villa?
 - ii) Whether the defects in the Complainant's villa have been rectified by the Respondent?
 - iii) What are the other reliefs made out?

Answer to the Point No (i):

- 20) From the facts placed on record, it is observed that, the Respondent has developed the project under the name and style of "Utsav Prashanthi" at Alandurai, Coimbatore. The Respondent has obtained Planning permission vide No. 190/2016 dated 08.11.2016 from the Directorate of Town and Country Planning, Coimbatore and Building permit No.3/2017-18 dated 25.05.2017 from the Executive officer, Alandurai Town Panchayat. The said project was registered with the

Real Estate Regulatory Authority vide Registration No. TN/11/Building/0188/2017 dated on 17.11.2017.

- 21) The Complainant was allotted a 3 BHK villa bearing No - VE 4 in the "Utsav Prashanthi" project in Block No.3, for a construction cost of Rs.69,98,985/-. The Construction Agreement and the Sale Deed were registered in favour of the Complainant on 30.05.2023 as Doc No: 5210 of 2023 and Doc No: 5212 of 2023 respectively before the Sub-Registrar, Thondamuthur. Thereafter, possession of the said villa was handed over to the Complainant on 1st June, 2023.
- 22) The Complainant has alleged that, the subject villa has suffered defects on account of poor construction practices on the part of the Respondent, there are more than fifteen cases of cracks over five feet in length in the exterior and interior walls due to improper RCC curing will continue to appear. But, the Respondent has denied these allegations and submitted that, these are outside the scope of the developer's structural warranty stating that as per the Clause 8 of the Construction Agreement, the Respondent's liability extends only to structural defects in the villa wherein hairline cracks or air cracks have been expressly excluded from the definition of structural defects.
- 23) According to the licensed structural consultant engaged by the Respondent, there are no structural defects in the villa as claimed by the Complainant. The chartered Engineer engaged by the Complainant also held these cracks as "non-structural separation cracks" caused by poor bonding between RCC and masonry.
- 24) Considering the averments of both the parties and the reports submitted by the structural consultant of the Respondent and the

chartered Engineer engaged by the Complainant, this Authority is of the view that these cracks though not amount to structural cracks but are caused due to poor workmanship. Hence, the Respondent Promoter is under the obligation to rectify the defects like cracks leading to seepages in the Complainants villa under Section 11(4)(a) read with Section 14(3) of the RERA Act.

25) Section. 14 (3) of the RERA Act stipulates as under:

"(3) In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the promoter as per the agreement for sale relating to such development is brought to the notice of the promoter within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the promoter to rectify such defects without further charge, within thirty days, and in the event of promoter's failure to rectify such defects within such time, the aggrieved allottees shall be entitled to receive appropriate compensation in the manner as provided under this Act."

26) Further, according to Section 11 (4) (a) of the RERA Act,

"(4) The promoter shall—

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be:

Provided that the responsibility of the promoter, with respect to the structural defect or any other defect for such period as is referred to in sub-section (3) of section 14, shall continue even after the conveyance deed of all the apartments, plots or buildings, as the case may be, to the allottees are executed."

27) Thus, as per Section 11(4)(a) of the RERA Act, the Respondent Promoter is responsible for all obligations and functions under the provision of the Act. Further, as per Section 14(3) of the RERA Act, any structural or any other defects in workmanship, quality or provision of services is brought to the notice of the Respondent within period of five years from the date of handing over possession, it shall be the duty of the Respondent Promoter to rectify such defects without further charges within thirty days. Since the cracks in the Complainant's villa and resultant seepage are due to poor workmanship, so the Respondent promoter is liable to rectify the defects in the Complainant's villa. Thus, Point No. (i) answered accordingly.

Answer to the Point No. (ii) & (iii):

28) The Respondent had undertaken certain rectification works in the Complainant's villa but the said rectification was not carried out completely. It can be seen from the recent photographs filed by the Complainant that, even now the cracks and seepages are noticed in the Complainant's villa is not yet rectified. Hence, the Authority directs the Respondent to rectify the defects in the Complainant's villa in a complete manner. Thus, the Point No. (ii) & (iii) answered accordingly.

29) Therefore, in view of the provisions stipulated in Section 11 (4)(a) and Section 14(3), of the RERA Act, this Authority hereby directs the Respondent promoter to rectify the defects notified in the villa of the Complainant on or before 31.05.2026.

Hence, the complaint is disposed off with no cost.

Sd/-...10.04.2026
MEMBER (S), TNRERA

Sd/-...10.04.2026
MEMBER (LS), TNRERA

Sd/-...10.04.2026
CHAIRPERSON, TNRERA

/TRUE COPY/

J. Gupta
10/4/24
ADMINISTRATIVE OFFICER, TNRERA