

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY
[Under the Real Estate (Regulation and Development) Act, 2016]

Dated: 22nd June, 2026

Quorum: **Sri Laxmi Narayana Jannu, Hon'ble Member**
 Sri K. Srinivasa Rao, Hon'ble Member

COMPLAINT NO. 380/2025/TGRERA

1. Gopishetty Sreenivas

*(R/o- H.NO:3-87/1, Vill & Mdl: Doultabad,
Dist: Siddipet, Pin: 502247.)*

...Complainant

Versus

- 1. M/S. Suchirindia Infratech Private Limited (rep. by its Director & CEO Sri Y. Kiran Kumar)**
- 2. M/S. Suchirindia Projects Private Limited (rep. by its Director & CEO Sri Y. Kiran Kumar)**
- 3. M/S. Suchirindia Constructions Private Limited (rep. by its Director & CEO Sri Y. Kiran Kumar)**

*(Office at Plot no:58, Huda Heights, M.LA colony,
Road no. 12 Extn, Banjara Hills, Hyderabad, 500034.)*

- 4. M/S. Vasavi Nirmaan (rep. by its Managing Partner Sri. Vijay Kumar Yerram)**

*(Office at 4th Floor, Vasavi Corporate Building,
Amrutha Valley Apartments, Road No. 12,
Banjara Hills, Hyderabad, Telangana 500034.)*

...Respondents

The present matter filed by the Complainants mentioned herein-above came up for hearing before this Authority in the presence of the Complainant, and the Counsels of Respondent Adv. D. Madhava Rao and M. K. Joy Raj. Upon hearing the submissions of both parties, this Authority proceeds to pass the following **ORDER**:

2. The present Complaint has been filed by the Complainants under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as the "Act") read with Rule 34(1) of the Telangana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the "Rules") seeking appropriate relief(s) against the Respondent.

A. Brief facts of the Case as per Form M filed by Complainant

3. It was submitted before the Authority by the Complainant that he had purchased a plot bearing Plot No. 365, admeasuring an extent of 200 square yards. The said property was

situated within the real estate venture known as Suchirindia-Vasavi "ARYAVARTHA NAGARI", forming part of Survey No. 327, located at Deveryamzal Village, Shamirpet Mandal, Medchal-Malkajgiri District. The purchase was effectuated from the vendors through a sale deed executed on October 16, 2018.

4. The Complainant averred that the property purchased and handed over by the vendors was an underdeveloped plot. Specifically, the Complainant brought to the record the following unfulfilled infrastructural issues and deficiencies on the part of the vendors:

- i. The plot was not provided with any power supply unit.
- ii. The vendors entirely failed to clear the site, as the existing trees and rocks were not removed from the plot prior to the handover.

B. Relief(s) Sought

5. Accordingly, the Complainant sought the following relief:

- i. *The land must be developed according to TG RERA norms such as: -*
 - *The plot must have power supply connection.*
 - *The plot must be cleared with trees, Rocks etc.*

C. Counter filed by Respondent no. 4

6. A Counter Affidavit was filed on behalf of the Respondent to contest the complaint. At the outset, it was firmly submitted that the application filed by the Complainant was not maintainable either in law or on facts and was, therefore, liable to be dismissed. The Respondent expressly denied all such allegations that were not specifically admitted therein. Furthermore, a preliminary procedural objection was raised, pointing out that the applicant had not issued any statutory or legal notice prior to filing the complaint; on this ground alone, it was argued that the application was liable to be dismissed.

7. Detailing the transaction, the Respondent acknowledged that the applicant had purchased Plot No. 365, admeasuring an extent of 200 square yards, in the venture named Suchirindia Vasavi "ARYAVARTHA NAGARI," situated in Survey No. 327 at Deveryamzal Village, Shamirpet Mandal, Medchal-Malkajgiri District. The transaction was concluded vide a registered Sale Deed bearing Document No. 7357 of 2018, dated October 16, 2018. However, it was emphatically submitted that this purchase was made only after the applicant visited the

plot in question, was shown the entire layout, and conducted a thorough physical inspection. It was averred that the applicant, out of his own free will and consent, exercised his option to buy the plot along with the existing rocks. It was specifically noted that it was due to the applicant's own reason and choice that the plot was sold to him in that exact condition.

8. The Respondent further submitted that the application was not maintainable by drawing the Authority's attention to Clause No. 9 of the aforementioned Sale Deed (Document No. 7357 of 2018). It was stated that this clause clearly stipulated that peaceful and vacant possession of the schedule property was formally handed over by the Respondents to the Complainant/Petitioner, and the same was duly acknowledged by him at the time of registration.

9. Raising a strong defense of limitation and delay, the Respondent pointed out that the schedule plot was sold almost seven years ago, and the present complaint was raised at an extremely delayed stage. It was argued that the genuineness of the complaint could have only been appreciated had the grievance been raised immediately following the purchase. At this highly belated stage, the Respondent submitted that it was beyond imagination as to why the applicant took almost seven years to suddenly file a complaint claiming the presence of rocks, a fact he was fully aware of before purchasing the plot.

10. Addressing the Complainant's grievance regarding the presence of trees, the Respondent clarified that these were merely instances of wild growth. It was submitted that in any open plot left vacant, there would inevitably be some wild growth. Having purchased an open plot, the applicant would need to remove such growth himself whenever he proposed to commence construction. The Respondent argued that this condition applied to all plots in the layout, noting that if the wild growth were to be removed now, the plot would inevitably have wild growth again within another three to six months. This, it was averred, was an unavoidable natural occurrence for which the applicant could not legitimately harbor a grievance.

11. Contesting the infrastructural allegations, the Respondent affirmatively submitted that the layout had been completed in all respects. It was stated that power supply was indeed available to the plot, all promised amenities had been provided, and the Occupancy Certificate (OC) had been duly obtained from the HMDA. The Respondent further clarified that every individual plot owner was responsible for maintaining their own plot. It was not a case where the developer had collected any maintenance charges from the plot owners for the upkeep of

individual plots. Therefore, the applicant could not complain about wild growth or trees, as that could not constitute a valid reason for a complaint against the developer.

12. The Respondent averred that the Complainant had approached the Hon'ble Authority without clean hands, was not fair with the facts, and had filed the false complaint with the ulterior motive of making an unlawful gain. It was submitted that the Complainant's allegations were factually baseless and completely unsupported by any evidence. Instead, they were manufactured and filed at this belated stage solely to harass the Respondent.

13. In conclusion, it was submitted that from all aspects, the complaint was preposterous, false, and utterly bereft of any foundation to seek any relief. The Respondent emphasized that it had acquired a good name and reputation in the realty sector, and the applicant was merely trying to diminish that reputation by filing these false and baseless complaints. In these circumstances, the Respondent humbly prayed that the Hon'ble Authority be pleased to dismiss the complaint for the detailed reasons stated, and pass such order or orders as deemed fit in the interest of justice.

14. Respondent nos. 1, 2, and 3 adopted the same Counter.

D. Rejoinder filed by Complainant

15. A Rejoinder Affidavit was filed by the Complainant, Sri Gopishetty Srinivas, in response to the counter filed by the Respondent. The Complainant solemnly affirmed having received and perused the Counter Affidavit dated August 08, 2025, and submitted his responses to the averments made therein.

16. At the outset, the Complainant asserted that the complaint was fully maintainable under the provisions of the Real Estate (Regulation and Development) Act, 2016, as it fundamentally sought redressal regarding the statutory duties and obligations of the Promoter. Addressing the Respondent's preliminary procedural objection, the Complainant submitted that the issuance of a prior legal notice was not a statutory prerequisite for filing a complaint under the RERA Act. Nevertheless, it was placed on record that the Complainant had made personal attempts to reach out to the Respondent to sort out the issue amicably before initiating the formal complaint.

17. While admitting the basic facts regarding the plot purchase, its location, and the Sale Deed numbers, the Complainant vehemently denied the Respondent's claim that a physical inspection of the plot was conducted prior to the purchase. It was submitted that the purchase

was executed entirely based upon the approved layout plan (HMDA/DTCP) and the Promoter's explicit assurances and contractual commitments to deliver a fully developed residential plot.

18. Rebutting the Respondent's reliance on Clause No. 9 of the Sale Deed, the Complainant averred that the said clause merely certified the legal and physical transfer of title and possession of the defined land. It was argued that this acknowledgment did not in any way imply that the plot was structurally fit to be utilized as a residential plot. The Complainant submitted that the term "vacant possession" in this legal context simply meant that the land was handed over free from existing tenants or encroachments, and it did not signify that the plot was delivered free from fundamental defects.

19. Detailing the ongoing infrastructural deficiencies, the Complainant submitted that the explicitly promised power supply to the plot was entirely missing. Additionally, it was pointed out that the plot lacked the required boundary stones, which were mandated as per the approved layout.

20. Addressing the Respondent's allegations regarding the Complainant's motives, the Complainant dismissed the claims as a malicious and entirely unsubstantiated personal attack. It was affirmed that the Complainant's motive was straightforward and simple: to obtain the buildable residential plot that was promised and paid for.

21. In light of the facts and circumstances stated, the Complainant humbly and respectfully prayed that the Hon'ble Authority be pleased to dismiss the counter filed by the Respondent. Furthermore, the Complainant prayed for specific directions compelling the Respondent to immediately render Plot No. 365 buildable by removing all rocks that prohibited construction, and to provide the pending amenities to the residential plot, namely the power supply and the boundary stones. For the reasons mentioned hereinabove, it was prayed that the complaint be allowed.

E. Points for Consideration

22. The following point arises for consideration by the Authority:

- I. Whether the Complainant is entitled to the relief sought? If so, to what extent?

F. Observations of the Authority

23. Upon a careful examination of the pleadings, documents, and submissions placed on record by both parties, this Authority proceeds to examine the Complainant's entitlement to the relief sought.

24. The Complainant purchased Plot No. 365, admeasuring 200 square yards, in the venture "Suchirindia Vasavi Aryavartha Nagari," situated at Deveryamzal Village, Shamirpet Mandal, Medchal-Malkajgiri District, vide registered Sale Deed bearing Document No. 7357 of 2018 dated 16.10.2018. The present complaint has been filed in the year 2025, nearly seven years after the execution of the Sale Deed. The grievances raised in the complaint pertain to the alleged presence of trees and rocks on the plot and the absence of individual power supply, all of which are alleged to have existed at the time of or since the date of purchase.

25. With regard to the allegations concerning the presence of rocks and trees on the plot, this Authority is of the considered view that a purchaser of an open plot is expected to exercise reasonable due diligence before completing the purchase. The purchase of an immovable property is a significant financial transaction, and it is the fundamental duty of every purchaser to physically inspect and verify the condition of the property they propose to purchase before executing the sale deed. The Respondent has specifically submitted that the Complainant had personally visited and inspected the plot prior to the purchase and was fully aware of the condition of the land, including the presence of rocks, at the time of purchase. The Complainant has denied having conducted a physical inspection and has contended that the purchase was based on the approved layout plan and the Respondent's assurances of a fully developed plot. However, no material has been placed on record by the Complainant to substantiate this denial or to demonstrate that the Respondent had specifically represented that the plot would be delivered cleared of all rocks and natural formations.

26. It is further significant to note that Clause No. 9 of the Sale Deed bearing Document No. 7357 of 2018 expressly records the handing over of peaceful and vacant possession of the schedule property to the Complainant, duly acknowledged by the Complainant at the time of registration. The Complainant's rejoinder seeks to interpret the term "vacant possession" as being confined to the absence of tenants or encroachments. However, this Authority notes that the Complainant executed the Sale Deed with full knowledge of the condition of the plot and acknowledged receipt of possession without any reservation, objection, or endorsement regarding the presence of rocks or trees at that time. If the plot was indeed in an unusable

condition on account of rocks obstructing construction, it is difficult to comprehend why the Complainant raised no objection whatsoever at the time of the transaction and allowed nearly seven years to lapse before approaching this Authority with the said grievance.

27. This Authority is further of the view that wild growth such as trees and shrubs on an open plot that has been left vacant for several years is a natural and foreseeable occurrence for which the developer cannot be held responsible, particularly after the lapse of seven years from the date of purchase. The maintenance and upkeep of an individual plot after its purchase and handover is the responsibility of the individual plot owner. The Complainant cannot, after allowing seven years to pass without taking any steps to develop the plot or maintain it, seek to hold the developer liable for the natural growth that has occurred on the vacant land in the intervening period.

28. Furthermore, this Authority takes note of the significant fact that the project "Suchirindia Vasavi Aryavartha Nagari" has received the Final Layout Approval from the Hyderabad Metropolitan Development Authority vide Application No. 005163/FLT/HMDA/1140/MED/2024 dated 06.08.2024. The grant of the Final Layout Approval by HMDA is the culmination of the statutory development process and signifies that the competent authority has satisfied itself that the layout has been developed in accordance with the approved plan and all mandatory requirements have been fulfilled. The project therefore stands complete in all statutory respects as of 06.08.2024, and the Complainant cannot now seek to reopen the question of the condition of his individual plot in the context of the overall completion of the project.

29. In view of the above, this Authority holds that the relief sought by the Complainant with regard to the removal of rocks and trees from Plot No. 365 is not sustainable at this stage, having regard to the lapse of nearly seven years from the date of purchase, the Complainant's acknowledgment of possession in the Sale Deed without reservation, the individual responsibility of a plot owner to maintain and develop his plot, and the fact that the project has received the Final Layout Approval from HMDA. No direction is therefore issued to the Respondents in respect of the said relief.

30. With respect to the Complainant's second grievance regarding the non-provision of a power supply unit to the subject plot, this Authority observed that the Respondents had successfully obtained the Final Layout Approval from the HMDA on 06.08.2024. The grant of this final statutory approval inherently demonstrated that the overall project development,

encompassing all essential infrastructural amenities, had been fully completed in accordance with the sanctioned plans and regulatory standards. Furthermore, as an essential prerequisite for such final approval, the designated roads, open spaces and social infrastructure had already been relinquished and formally handed over by the developer to the concerned local authority vide document No. 2736/2018 on 28.04.2018.

31. Notwithstanding the overarching completion of the project and the handover of common spaces, the fundamental utility of electricity remains an absolute prerequisite for the basic enjoyment and use of any residential plot. Therefore, while the layout stands statutorily completed, if the main electrical transformer required to energize the layout or the subject plot had not yet been physically installed or commissioned on the site, the Respondents could not be entirely absolved of this specific, critical developmental obligation.

32. Accordingly, to balance the statutory completion of the project with the practical infrastructural necessities of the allottee, this Authority deems it appropriate to issue a conditional direction to the Respondents, specifically restricted to the provision of the electrical transformer, should the same remain pending.

G. Directions of the Authority

33. In light of the discussions and findings made hereinabove, this Authority, vide its powers under Sections 37 and 38 of the RE (R&D) Act, 2016, issues the following direction to the Respondents:

- i. The Respondents are hereby directed to verify the status of the electrical infrastructure on the site. If the requisite electrical transformer for the layout has not yet been provided or installed, the Respondents shall ensure its complete installation and provision within a period of 45 (forty-five) days from the date of receipt of this Order.
- ii. Failing to comply with the above direction shall attract penal action against the Respondents in accordance with Section 63 of the RE (R&D) Act, 2016.

34. In view of the above, the present complaint is disposed of. No order as to costs.

**Sd/-
Sri. K. Srinivas Rao,
Hon'ble Member
TG RERA**

**Sd/-
Sri. Laxmi Narayana Jannu,
Hon'ble Member
TG RERA**