

**BEFORE THE
TAMIL NADU REAL ESTATE REGULATORY AUTHORITY,
CHENNAI**

**Quorum : Hon'ble Tmt. N. Uma Maheswari, M.A., M.L.,
Adjudicating Officer**

Unnumbered CCP No. /2026

In

S.R.No.38 of 2026

M/s. Bennett Property Holdings Company Ltd.

Rep. by its Authorised Representative

.... COMPLAINANT

Vs.

1. M/s. PNB Techwaves Pvt. Ltd.

Rep. by its Managing Director

2. M/s. PNB Exporters Pvt. Ltd.

Rep. by its Managing Director

3. M/s. PNB Realty Ltd.

Rep. by its Managing Director

4. M/s. Artha Real Estate Corporation Ltd.

Rep. by its Authorised Representative

.... RESPONDENTS

Complainant : Rep. by M/s. Tatva Legal Chennai, Advocates

Heard on : 30.06.2026

Delivered on : 15.07.2026

This complaint is filed by the complainant u/s 31, r/w Sec.71 of the Act praying this Forum for granting the reliefs prayed in the complaint. This complaint was returned questioning about the maintainability of this complaint before this Forum. The learned counsel for the complainant placed a detailed and an elaborate representation towards the returns in the open Forum. Upon hearing the entire representation of the complainant side, this Forum passes the following

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ORDER

The case of the complainant is that after extensive discussions and overtures, the Respondents 1 to 3, being the land owners in Vengadamangalam Village entered into a Joint Development Agreement on 06.11.2012 with the complainant through 3 agreements. These agreements were entered into by the Complainant and the 3rd Respondent who happened to be the Power Agent of Respondents 1 & 2. By these Joint Development Agreements, this complainant agreed to develop 3 projects – Aura Boulevard, Aura Skyline and Aura Grande. All the 3 JDAs fixed the payable amounts and admitted the paid amounts by the complainant to the 3rd Respondent. For getting approval and other mandatory sanctions, permissions, the complainant spent upto Rs.10,50,00,000/-. In the meanwhile, this complainant authorised its subsidiary Company Artha Real Estate Corporation Limited (ARECL) and entered into a Business Transfer Agreement dated 06.08.2014. By this, the development of the 3 projects was divested and transferred by this complainant to ARECL with effect from 01.04.2014. By this BTA, all the title deeds, licences, developmental rights including the JDAs, GPoAs, all agreements stand in the name of ARECL.

After some other discussions, and due to slow down in the Real Estate Market in 2017, Cancellation Deeds were executed, cancelling all the JDAs. For these transactions, the complainant states that it spent Rs.6,00,00,000/- as advance money and Rs.10,50,00,000/- for obtaining various permissions and approvals for the 3 projects.

It is further stated that an Addendum to JDA was circulated as a draft in 2017 to the Respondents 1 to 3 by proposing payments of various amounts in various timelines and the 3rd Respondent to allot either built-up area or saleable area to the ARECL – the 4th Respondent. A construction agreement also was entered into as a consequence of this Addendum on 07.03.2018 in which the Respondents 1 to 3 turned into promoters and this complainant became an allottee. In that construction agreement, the Respondents 1 to 3 undertook to complete the construction within 48 months with a grace period of 12 months from the date of the registered construction agreement dated

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27.02.2018. Thereby, the promised period expires by 27.02.2023. But the construction was not either completed or handed over.

Now, the question is

Whether this complaint is entertainable under the TNRERA Act 2016?

Eventhough a construction agreement was registered on 27.02.2018, the factual background is to be scrutinised to find out the maintainability of this complaint before this Forum. From the JDAs dated 06.11.2012, the Respondents 1 to 3 had been the land owners and this complainant was a developer. On 21.02.2018, all these JDAs were cancelled and registered. The Business Transfer Agreement in between the complainant and the 4th Respondent was certified on 30.07.2014. So from this date, the 4th Respondent, ARECL stepped into the shoes of this complainant. Thereby, the 4th Respondent becomes entitled for doing the business of real estate, development and properties, etc. So, through the cancellation of JDA and by executing BTA, the complainant relinquishes its status. However, the Addendum to JDA remained unexecuted; but a construction agreement was executed in between the Respondents 1 to 3 with the 4th Respondent.

Even in this construction agreement, the contents of that agreement, the timelines, the amounts payable, everything were born out consequent to a commercial dispute and as an arrangement to settle the issue with regard to the quantum of amounts payable by the Respondents 1 to 3 and another arrangement of allocating either built-up area or saleable area in the project Aura Skyline and Aura Grande. This allocation and the construction agreement are not in line with the provisions of the TNRERA Act 2016. Even this construction agreement upon which the complainant relies is an outcome of a pure monetary transaction and any dispute arising out of the breaches are triable by the Commercial courts only and not this Forum. Entering upon into a construction agreement alone as a consequence of either a business contract or money transaction within the Companies is to be tried by the Commercial courts which are the exclusive courts to try such matters.

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As per Orders of the TNREAT in Appeal No.98 of 2021, dated 21.02.2022 as read in Paragraph No.17 particularly, Section 31 of the Act 2016 cannot be invoked by the land owner since he is not an allottee or home buyer under the construction agreement and the apartments proposed to be constructed is also not for sale by the developer to the land owner. In such circumstances, there is no business for Section 31 of the Act.

On these backgrounds, this Forum finds that this complaint is not maintainable before this Forum only, for a single reason that there is a construction agreement in between the parties. More particularly a reading of the backgrounds filed by the complainant's side, there is a dispute about sharing of percentage, which is purely commercial.

In the result, this complaint is rejected for the reason that this issue is not triable by this Forum.

Dictated by me to the Stenographer directly and typed by her in the computer, corrected and pronounced by me in the open court on this 15th Day of July 2026.

**Sd/- 15.07.2026
N. UMA MAHESWARI
ADJUDICATING OFFICER
TNRERA, CHENNAI.**

