

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

[Under the Real Estate (Regulation and Development) Act, 2016]

Complaint No. 111 of 2025

Dated: 21st July 2026

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

Between

Smt. Shridevi Valluri

R/o. Apartment No. 302, Vista Apartment,
Road No. 12, Banjara Hills,
Hyderabad, Telangana- 500034.

...Complainant

And

Aparna Constructions & Estates Pvt. Ltd.

Door No. 6-3-352/2&3, Astral Heights 802,
Dwarkapuri, Banjara Hills,
Hyderabad, Telangana- 500034.

...Respondent

The present matter filed by the Complainant mentioned herein above came up for hearing on 29.01.2026 before this Authority in the presence of Complainant and Respondent Counsel, and upon hearing the submissions, this Authority proceeds to pass the following

ORDER:

2. The present Complaint has been filed by the Complainant under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as the "RE(R&D) 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 Respondents.

A. Brief facts of the case:

3. It is submitted by the Complainant that one Mr. Koshy Mathew and Mrs. Shiney Mathew approached the Respondent for purchase of a residential flat, and accordingly, the Respondent sold to them Apartment No. 403, 4th Floor, Block J, Aparna Sarovar Zicon, situated at Nallagandla Village, Serilingampally Mandal, Ranga Reddy District, Telangana, upon receipt of the total sale consideration. It is submitted that the said transaction was executed by way of a registered Sale Deed vide Document No. 11220/2023 dated 08-12-2023. It is further submitted that Mr. Koshy Mathew and Mrs. Shiney Mathew also entered into an

Agreement of Construction with the sister concern of the respondent, namely M/s. Aparna Infrahousing Private Limited, vide Document No. 11221/2023 dated 08-12-2023, and that the said flat is yet to be physically handed over as it remains under construction.

4. It is submitted by the Complainant that Mr. Koshy Mathew and Mrs. Shiney Mathew sought financial assistance from Mr. Vijay Valluri, and upon being unable to repay the principal amount along with interest, they executed an Irrevocable General Power of Attorney vide Document No. 4983/2024 dated 15-05-2024 in favour of Mr. Vijay Valluri, thereby transferring rights, including ownership and possession, in respect of Apartment No. 403, 4th Floor, Block J, Aparna Sarovar Zicon, situated at Nallagandla Village, Serilingampally Mandal, Ranga Reddy District, Telangana (hereinafter referred to as the subject property).

5. It is submitted by the Complainant that Mr. Vijay Valluri, acting through the said Irrevocable General Power of Attorney, executed a registered Sale Deed vide Document No. 9913/2024 dated 21-09-2024 in favour of the complainant. It is submitted that by virtue of the said registered Sale Deed, the Complainant has become the absolute owner of the subject property, having purchased the same from the GPA holder of the original purchasers, namely Mr. Koshy Mathew and Mrs. Shiney Mathew. It is further submitted that being the lawful purchaser, the Complainant is entitled to seek appropriate reliefs against the respondent/builder, who is under a statutory obligation to perform its responsibilities towards purchasers, failing which it is liable to compensate in accordance with law. Hence, the present complaint is being filed.

6. It is submitted by the Complainant that she approached the Respondent on multiple occasions requesting handover of possession of the subject property and for updating the official title records to reflect her ownership.

7. It is submitted by the Complainant that despite repeated communications and absence of any response to emails, the Complainant issued a legal notice dated 13-11-2024, which was received by the Respondent on 18-11-2024. It is submitted that the Respondent failed to respond to the said legal notice, failed to hand over possession of the property, and failed to update the title and ownership records.

8. It is submitted by the Complainant that due to the inaction and non-compliance of the Respondent; the Complainant has suffered mental agony, inconvenience, and financial hardship.

B. Relief(s) Sought:

9. Accordingly, the Complainant sought the following reliefs:

- a) Direct the Respondent to immediately deliver possession/keys of the subject property to the Complainant.
- b) Direct the Respondent to update the official title and ownership records to reflect the Complainants as the rightful owner of the subject property.
- c) To award compensation of Rs. 5,00,000/- to the Complainant for mental agony and inconvenience caused due to the Respondent's delay and negligence.
- d) Grant any other relief deemed just and proper by this Hon'ble Authority in interest of justice.

C. Counter filed by the Respondent

10. It is submitted by the Respondent that the Respondent has carefully gone through the complaint filed by the Complainant and denies all the allegations made therein as false, baseless, and untenable. It is submitted that the Complainant is put to strict proof of all allegations except those specifically admitted. It is further submitted that the Complainant has suppressed material facts and has not approached this Hon'ble Authority with clean hands and is therefore not entitled to any relief.

11. It is submitted by the Respondent that originally Sri Koshy Mathew and Smt. Shiney Thomas Mathew approached the Respondent for purchase of Flat No. 403, 4th Floor, Block J, Aparna Sarovar Zicon project situated at Nallagandla Village. It is submitted that the Respondent sold the said flat to them under a registered Sale Deed bearing Document No. 11220/2023 dated 08.12.2023 and a Construction Agreement bearing Document No. 11221/2023, both registered before the Sub-Registrar, Serilingampally. It is submitted that the Respondent has no privity of contract or transaction with the complainant. It is further submitted that upon execution of the registered Sale Deed, the purchaser ceases to be an allottee under the Act and any disputes thereafter are to be adjudicated by a competent civil court. It is submitted that the Respondent has learnt that the original purchasers have filed O.S. No. 584

of 2024 before the Hon'ble II Additional Junior Civil Judge, Ranga Reddy District at Kukatpally seeking declaration that the GPA bearing Document No. 4983/2024 dated 15.05.2024 is null and void and the same is pending adjudication. It is submitted that the Complainant has suppressed this material fact and appears to have been set up by the GPA holder, who is none other than her husband, and therefore the complaint is liable to be dismissed in limine. It is further submitted that as the validity of the GPA and consequential sale deed is pending before a competent civil court, the present complaint is not maintainable and is also bad for non-joinder of necessary parties.

12. It is submitted by the Respondent that the alleged Irrevocable General Power of Attorney bearing Document No. 4583/2024 dated 14.05.2024 executed in favour of Sri Vijay Mohan Rao Valluri, who is the husband of the complainant, and the subsequent Sale Deed dated 21.09.2024 bearing Document No. 9913/2024 executed in favour of the Complainant are disputed transactions. It is submitted that the subject flat has been traded for profit and therefore the Complainant cannot be considered as an allottee within the meaning of the Act, rendering the present complaint not maintainable.

13. It is submitted by the Respondent that Clause 18 of the Sale Deed dated 08.12.2023 clearly stipulates that the purchaser shall not alienate the flat without obtaining a 'No Objection Certificate' from the developer, i.e., the respondent, until formation of the society and thereafter from the society. It is submitted that the original purchasers have not obtained such No Objection Certificate from the Respondent prior to execution of the GPA or subsequent Sale Deed. It is therefore submitted that the said transactions are void and not binding on the respondent. It is further submitted that in the event of any transfer, the Respondent or the society is entitled to collect transfer fees to be credited to the corpus fund.

14. It is submitted by the Respondent that Smt. Shiney Thomas Mathew has also filed a civil suit in O.S. No. 584 of 2024 before the Hon'ble II Additional Junior Civil Judge, Ranga Reddy District at Kukatpally against Sri Vijay Mohan Rao Valluri and Sri Koshy Mathew seeking declaration that the GPA bearing Document No. 4983/2024 dated 15.05.2024 is null and void and the same is pending adjudication. It is further submitted that the Respondent has received a legal notice dated 02.01.2025 from Smt. Shiney Thomas Mathew asserting that she is the absolute owner and possessor of the subject flat and that the Sale Deed executed in favour of the Complainant is void ab initio, having been executed without her consent and by way of

alleged fraud. It is submitted that in light of these facts, the complaint filed by the Complainant without impleading necessary parties is not maintainable and liable to be dismissed.

15. It is submitted by the Respondent that it is merely a third party to the dispute between the original purchasers, the GPA holder, and the complainant, and that the issues involved are subject matter of adjudication before a competent civil court. It is submitted that in view of the pendency of O.S. No. 584 of 2024, the present complaint is not maintainable and is liable to be dismissed.

16. It is submitted by the Respondent that the Complainant has suppressed the legal notice dated 02.01.2025 issued by Smt. Shiney Thomas Mathew as well as the pendency of the aforesaid civil suit. It is submitted that the complaint is bad in law and on facts and is also liable to be dismissed for non-joinder of necessary parties, namely the original purchasers and their GPA holder, who are essential for proper adjudication of the dispute.

17. It is submitted by the Respondent that the Complainant is not an allottee within the meaning of the Act as she claims to have purchased the subject flat from the original allottees through their GPA holder, who is her husband, in violation of the terms of the Sale Deed, Agreement of Sale, and provisions of the Act and Rules made thereunder. It is submitted that none of the allegations regarding violation of statutory provisions are true and the complaint is beyond the jurisdiction of this Authority and liable to be dismissed in limine.

18. It is submitted by the Respondent that all allegations made by the Complainant with respect to financial transactions between the original purchasers and the GPA holder, execution of GPA, transfer of ownership and possession, execution of Sale Deed in favour of the complainant, her alleged status as absolute owner, entitlement to relief, alleged approaches made to the respondent, issuance of legal notice, non-response by the respondent, alleged failure to handover possession or update records, and claims of mental agony and financial hardship are all false and denied. It is submitted that the Complainant has invented the allegations for the purpose of filing the present complaint and is put to strict proof of the same.

D. Rejoinder filed by the Complainant

19. It is submitted by the Complainant that the contents of the counter affidavit, to the extent they do not admit the averments made in the complaint, are false and denied, and the contents of the complaint are re-asserted and reiterated in entirety. It is submitted that the allegation of the respondent that the Complainant has suppressed material facts and has not approached this

Hon'ble Authority with clean hands is wholly incorrect and is emphatically denied. It is submitted that the Complainant has approached this Hon'ble Authority with utmost bona fides and has not suppressed any material facts.

20. It is submitted by the Complainant that the averments of the respondent that the Complainant is no longer an allottee under the Act and that any claim lies only before a competent civil court, as well as the contention that the pendency of O.S. No. 584 of 2024 renders the present complaint not maintainable, are false, misleading, and baseless. It is submitted that the Complainant squarely falls within the definition of an "allottee" under Section 2(d) of the Act, as she has acquired the subject property through a valid transfer from the original allottees, and the said definition expressly includes subsequent purchasers. It is submitted that the complainant, having lawfully acquired the subject property, possesses the requisite locus standi to maintain the present complaint.

21. It is submitted by the Complainant that although it is admitted that Smt. Shiney Thomas Mathew and Sri Koshy Mathew have instituted O.S. No. 584 of 2024 seeking declaration that the GPA is null and void, the said suit is still pending and no interim or final orders have been passed therein. It is submitted that mere pendency of a civil suit does not invalidate or affect the operation of registered documents, which are presumed to be valid and enforceable unless set aside by a competent court. It is further submitted that the respondent is not a party to the said suit and cannot rely on its pendency to deny the rights of the complainant. It is submitted that the Complainant is actively contesting the said proceedings and that any issues relating to validity of documents are within the domain of the civil court, whereas the present proceedings are confined to delivery of possession based on an existing registered sale deed.

22. It is submitted by the Complainant that the respondent's reliance on Clause 18 of the Sale Deed to contend that alienation without obtaining a No Objection Certificate renders the subsequent transactions void is wholly misconceived, illegal, and unsustainable. It is submitted that the requirement of obtaining a No Objection Certificate is neither statutory nor applicable in the present circumstances, particularly when the project is incomplete, possession has not been handed over, and no society has been formed. It is submitted that no dues have accrued and therefore there is no legal basis to insist upon such a requirement at this stage. It is further submitted that any condition imposing an absolute restraint on transfer of property is void under law and cannot defeat the statutory rights of a lawful purchaser. It is also submitted that the claim of the respondent to collect transfer fees is without any legal foundation.

23. It is submitted by the Complainant that the allegations made by the respondent in respect of maintainability, status of the complainant, and alleged violations are denied, and the submissions already made herein are reiterated. It is submitted that the Complainant continues to be entitled to maintain the present complaint.

24. It is submitted by the Complainant that the respondent has selectively disclosed facts relating to the civil suit while deliberately concealing the existence of Insolvency Petition No. 16 of 2024 filed by Sri Koshy Mathew. It is submitted that the averments made in the said insolvency proceedings are contradictory to those made in the declaration suit, thereby demonstrating inconsistency and lack of credibility on the part of the original purchasers. It is submitted that while one proceeding alleges fraud and forgery, the other admits execution of the GPA voluntarily, thereby exposing contradictions that undermine the respondent's reliance on such proceedings. It is submitted that both proceedings are pending without any interim or final relief and cannot form the basis to deny the complainant's lawful rights.

25. It is submitted by the Complainant that the subject property has already been mutated in the name of the Complainant in the municipal and revenue records, and a Property Tax Identification Number has been issued in her favour. It is submitted that the Complainant has been regularly paying property tax, which further substantiates her ownership and possession rights over the subject property.

26. It is submitted by the Complainant that the respondent has merely denied the averments in the complaint without producing any cogent evidence. It is submitted that in law, mere denial is insufficient and the burden lies on the respondent to strictly prove its assertions with credible evidence. It is submitted that in the absence of such proof, the averments made by the Complainant are liable to be accepted as true.

27. It is therefore submitted by the Complainant that this Hon'ble Authority may be pleased to permit filing of the present rejoinder, direct the respondent to immediately deliver possession and keys of the subject property to the complainant, direct the respondent to update the official title and ownership records to reflect the Complainant as the rightful owner, award compensation of Rs. 5,00,000/- for mental agony and inconvenience caused, and pass such other orders as deemed fit in the interest of justice.

E. Points for Consideration

28. After considering the facts stated and submissions made by both parties, the following question arises before this Authority:

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

F. Observations of the Authority

29. This Authority has carefully considered the pleadings, documents and submissions of both parties. The sole issue arising for consideration is whether the Complainant is entitled to physical possession of Apartment No. 403, 4th Floor, Block J, in the project “Aparna Sarovar Zicon”, situated at Nallagandla Village, Serilingampally Mandal, Ranga Reddy District, Telangana (hereinafter “the Scheduled Property”).

30. It is undisputed that the Scheduled Property was originally allotted to Mr. Koshy Mathew and Mrs. Shiney Mathew by way of a registered Sale Deed dated 08.12.2023 (Document No. 11220/2023), accompanied by an Agreement of Construction dated 08.12.2023 (Document No. 11221/2023) executed with M/s. Aparna Infrahousing Private Limited, a sister concern of the Respondent. It is further undisputed that physical possession of the Scheduled Property has not been handed over to date.

31. It is the case of the Complainant that the original allottees executed an Irrevocable General Power of Attorney dated 15.05.2024 (Document No. 4983/2024) in favour of Mr. Vijay Mohan Rao Valluri, pursuant to which a registered Sale Deed dated 21.09.2024 (Document No. 9913/2024) was executed in her favour, on the strength of which she claims to be the present lawful owner of the Scheduled Property.

32. Section 2(d) of the RE(R&D) Act, 2016 defines an “allottee” to expressly include a person who subsequently acquires an allotment through sale, transfer or otherwise. On the strength of the registered Sale Deed dated 21.09.2024, and for the limited purpose of determining the Respondent-promoter's statutory obligation to hand over possession in the present complaint, the Complainant satisfies the definition of “allottee” under Section 2(d) of the Act. Once a person falls within the definition of an allottee under Section 2(d) for the limited purposes of the Act, the promoter cannot avoid its statutory obligations merely on the ground that the allottee acquired the apartment by way of a subsequent registered transfer. The obligations imposed upon a promoter under the Act are statutory in nature and are not defeated merely because the original allottee has transferred his interest. This finding is confined strictly to the maintainability of the present complaint and does not amount to, and shall not be

construed as, an adjudication upon the underlying validity of the title claimed by the Complainant.

33. The Respondent has placed reliance on (i) O.S. No. 584 of 2024 pending before the Hon'ble II Additional Junior Civil Judge, Ranga Reddy District at Kukatpally, wherein the original allottees seek a declaration that the Irrevocable GPA dated 15.05.2024 is null and void; (ii) a legal notice dated 02.01.2025 issued by Smt. Shiney Thomas Mathew asserting that the Sale Deed dated 21.09.2024 is void ab initio, having been executed without her consent and by fraud; and (iii) the pendency of Insolvency Petition No. 16 of 2024 filed by Sri Koshy Mathew, the averments in which the Complainant contends are inconsistent with the stand taken in the civil suit.

34. A registered instrument carries a presumption of validity and continues to be operative and binding unless and until it is set aside by a court of competent jurisdiction. It is not in dispute that no interim order or final adjudication has been passed in O.S. No. 584 of 2024, or in any other proceeding on record, setting aside either the Irrevocable GPA dated 15.05.2024 or the Sale Deed dated 21.09.2024. The mere pendency of a suit challenging validity, the issuance of a legal notice levelling allegations of fraud, or an apparent inconsistency between averments made in separate proceedings, does not, without more, displace the presumption attaching to a registered document, nor does it operate to stay or suspend the statutory obligations of a promoter under the Act.

35. This Authority is a regulatory and quasi-judicial body constituted for the specific statutory purposes set out in the Act, and is neither equipped in procedure, nor vested with jurisdiction, to try disputed questions of title, the validity or genuineness of a Power of Attorney, allegations of fraud or forgery, or contradictions between pleadings in separate proceedings. Such questions require a full trial, examination of evidence and witnesses, and fall squarely within the domain of a competent civil court. This Authority accordingly declines to record any finding on the validity of the Irrevocable GPA dated 15.05.2024, the Sale Deed dated 21.09.2024, or the allegations contained in the legal notice dated 02.01.2025. The finding at Paragraph 31 above, that the Complainant is an allottee, is made strictly for the purposes of the present complaint, is without prejudice to the rights and contentions of the parties in O.S. No. 584 of 2024 and in Insolvency Petition No. 16 of 2024, and shall abide by the final outcome of those proceedings.

36. The Respondent's objection that the complaint is bad for non-joinder of the original allottees and the GPA holder does not render the present complaint non-maintainable. The dispute as to title between the original allottees, the GPA holder and the Complainant is already the subject matter of O.S. No. 584 of 2024, before which forum the necessary parties are arrayed. The present complaint is confined to enforcement of the Respondent-promoter's statutory obligation of possession-handover, an obligation for which the Respondent alone is answerable, and the absence of the aforesaid persons from the present proceedings does not, therefore, affect its maintainability.

37. This Authority does not consider it necessary to adjudicate upon the enforceability or validity of Clause 18 for deciding the present complaint. Any contractual rights flowing therefrom are left open to be agitated before the competent civil court.

38. It is not disputed that physical possession of the Scheduled Property has not yet been handed over. Under Section 11(4)(a) of the Act, the promoter remains responsible for discharging its obligations, responsibilities and functions under the Act, the Rules and the Agreement for Sale. The Respondent has not placed on record any material justifying its continued withholding of possession. The inter se disputes between the original allottees, the GPA holder and the Complainant, which are pending adjudication before the competent civil court, do not absolve the Respondent of its independent statutory obligation to hand over possession to the Complainant, who has been held to be an allottee for the limited purposes of the present proceedings on the strength of the registered Sale Deed dated 21.09.2024, which continues to remain operative in the absence of any order setting it aside.

39. This Authority does not possess jurisdiction to direct correction or updation of title, ownership, or revenue/municipal records. The Complainant is at liberty to pursue this relief before the appropriate competent forum.

40. The relief of compensation claimed towards mental agony, inconvenience and financial hardship falls within the exclusive jurisdiction of the Learned Adjudicating Officer under Section 71 of the Act, and the Complainant is at liberty to pursue the same by way of a separate application in Form 'N'.

41. In view of the foregoing, and subject to the outcome of O.S. No. 584 of 2024, Insolvency Petition No. 16 of 2024, and any other proceedings touching upon the validity of the Irrevocable GPA dated 15.05.2024 and the Sale Deed dated 21.09.2024, the Complaint is liable to be allowed in part, to the limited extent of directing the Respondent to hand over

possession of the Scheduled Property to the Complainant, without prejudice to the rights of any party as may finally be determined by the competent civil court.

G. Directions of the Authority

42. In light of the discussions and findings made hereinabove, this Authority, vide its powers under Sections 37 and 38, issues the following directions to the Respondent:

- a. The Respondent is directed to hand over possession of Apartment No. 403, 4th Floor, Block J, in the project “Aparna Sarovar Zicon”, situated at Nallagandla Village, Serilingampally Mandal, Ranga Reddy District, Telangana, together with keys thereof, to the Complainant, in a fully completed and habitable condition, strictly in accordance with the sanctioned plans and applicable law, and within a period of 30 (thirty) days from the date of receipt of this Order.
- b. The above direction is issued without prejudice to the rights and contentions of the parties in O.S. No. 584/2024 and Insolvency Petition No.16/2024. If the competent civil court ultimately records findings affecting the rights flowing from the registered documents, the parties shall be governed by such decree or order.
- c. The Complaint is accordingly allowed in part, to the extent indicated hereinabove
- d. Failure on the part of the Respondent to comply with the direction at (a) above within the stipulated period shall attract penalty in accordance with Section 63 of the Act, 2016.

43. As a result, the Complaint is disposed of accordingly. No order as to costs.

Sd/-
Sri K. Srinivasa Rao,
Hon’ble Member,
TG RERA

Sd/-
Sri Laxmi Narayana Jannu,
Hon’ble Member,
TG RERA