

**BEFORE THE TAMIL NADU REAL ESTATE APPELLATE TRIBUNAL**  
**(TNREAT)**

**(Tamil Nadu, Puducherry, Andaman & Nicobar Islands)**

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

**Reserved on: 15.07.2026**

**Delivered on: 22.07.2026**

**Coram : Hon'ble Mr.Justice M.Duraiswamy, Chairperson**  
**Mr.K.Babu, Judicial Member**

**Appeal No.10 of 2026**  
**and**  
**M.A.No.30 of 2026**

**Jerry Fuller.V.**

**... Appellant**

**Vs.**

**M/s.Casa Grande Grace Private Limited**  
**rep. by its Managing Director**  
**Arun Manivannan**

**... Respondent**

Appeal has been filed under Section 44 of the Real Estate (Regulation and Development) Act, 2016 r/w Rule 29(2) of the TNRERA Rules, 2017 to set aside the order passed in C.C.P.No.30 of 2023, dated 07.10.2025 passed by the learned Adjudicating Officer, Tamil Nadu Real Estate Regulatory Authority (TNRERA) and direct the respondent to pay Rs.12,68,064/- as penal interest for delay in handing over the unit along with due interest Rs.12,00,000/- as compensation for the mental agony with 12% interest, to pay Rs.10,00,000/- interest at 12% per annum for misleading and false advertisement, to reimbursement the rental expenses to a sum of Rs.11,00,000/- with interest.

For Appellant : Ms. Akshayaa Benjamin  
For Respondent : Mr. O.L.V.Ganesan

**ORDER**

Challenging the order passed in C.C.P.No.30 of 2023 dated 07.10.2025 on the file of the learned Adjudicating Officer, TNRERA, the complainant has filed the above appeal.

2. The brief facts that are relevant for the disposal of the above appeal are as follows:

The complainant is an allottee of Flat No.A303 in the respondent/promoter's project, namely, "Casagrand Supremus" having carpet area of 938 sq. ft. situated at Thalambur Villlage, Thiruporur Taluk, Kancheepuram District. The appellant/complainant, on seeing the advertisement about the project made by the respondent/promoter, visited the site on 18.02.2017 and booked an Apartment. A Booking Acknowledgement Letter dated 20.02.2017 was sent by the respondent/promoter with an offer price at the rate of Rs.2999/- per sq. ft for the size of 1250 sq. ft. and received an advance amount of Rs.1,00,000/- towards booking of 3BHK Apartment. The total cost of the Flat was Rs.44,87,248/-. The receipt for the advance payment and the Allotment Letter was also given by the respondent/promoter on 26.02.2018. Subsequently, Construction Agreement and Sale Agreement were executed between the appellant/complainant and the respondent/promoter on 13.06.2018. The respondent/promoter, at the time of

launching, advertised to provide several amenities such as Gym, Swimming Pool, Sports area, ATM, etc. Further, as per the Construction Agreement, the respondent/promoter agreed to hand over the possession by April 2020. In spite of the same, the respondent/promoter failed to hand over the possession in time and has not provided the amenities as agreed by them. The respondent/promoter failed to obtain the permanent E.B. connection, but provided power by DG. As per the Modification Agreement dated 13.02.2020, the appellant/complainant paid 75% of the estimated cost (i.e.) Rs.92,750/- as advance as early as on 14.06.2020. But even after the receipt of the said amount, the respondent/promoter failed to complete the modification effectively and to the satisfaction of the appellant/complainant. Only on 22.09.2021, the respondent/promoter called upon the appellant/complainant to sign the 'No Objection Certificate' claiming that the Apartment was fully constructed.

3. The appellant/complainant found several snag points remained un-rectified. Even after the deadline prescribed and also after extending the time by six months till October 2020 by the TNRERA, the Apartment was not handed over by the respondent/promoter. The respondent/promoter delayed the construction of the Apartment for over 3 years and on the date of filing the complaint in C.C.P.No.30 of 2023, (i.e.) on 09.12.2022, amenities in the project remained incomplete. As per Clause 5(b)(3) of the Construction Agreement dated 13.06.2018, the respondent/promoter is liable to pay penal interest for every month delay until the handing over of possession of the Apartment.

4. The appellant/complainant believing the promise made by the respondent/promoter that the Apartment will be handed over by October 2020, had shifted his children's schools to Siruseri, resulting in increase in the daily commute by approximately 40 kms, which caused mental agony. The appellant/complainant also incurred rental expenses of Rs.30,000/- per month for his current residence. Hence, according to the learned counsel appearing for the appellant/complainant, the rental expenses had to be paid by the respondent/promoter for the delay in handing over of the possession.

5. As per Clause 4(b) of the Construction Agreement dated 13.06.2018, upon completion of the construction of the Apartment, the respondent/promoter was required to intimate the allottee to take possession of the Apartment within 15 days from the date of receipt of intimation. As per Clause 11(c) of the Construction Agreement, the respondent/promoter ought to have handed over possession of the Apartment within 15 days from receiving the entire cost. In spite of making payment by the appellant/complainant, the Apartment has not been handed over to the appellant by the respondent/promoter.

6. Moreover, the respondent/promoter had falsely advertised, at the time of launching the project, that it would be completed in 18 months of launching the project, but the respondent/promoter failed to complete the project within the time. Moreover, the reasons stated by the respondent/promoter that due to water scarcity, sand scarcity, labor mobilization cost, revision in EB cost, non-payment by customers

and Covid-19 pandemic were the reasons for the delay in handing over are not correct and the aforesaid situations will not fall within the force majeure situations as contemplated under the Agreement. The appellant/complainant, dissatisfied with the act of the respondent/promoter, made a negative review against the respondent/promoter in the social media. Due to the said fact, the respondent/promoter willfully did not register the Apartment of the appellant/complainant.

7. Hence the complaint was filed by the appellant/complainant with the prayer (i) to direct the respondent/promoter to pay Rs.12,68,064/- as penal interest for delay in handing over the unit together with interest (ii) to pay Rs.12,00,000/- as compensation for the mental agony with 12% interest, (iii) to pay Rs.10,00,000/- interest at 12% per annum for misleading and false advertisement and (iv) to reimburse the rental expenses of a sum of Rs.11,00,000/- with interest.

8. The respondent/promoter filed their counter before the Adjudicating Officer, TNRERA denying all the allegations made in the complaint by the appellant/complainant and in the counter it has been stated that there is no delay in handing over of the possession. The appellant/complainant was allotted Flat No.A303 as per marketing plan in Block-B1 and as per approved plan in Block-B10 measuring 938 sq. ft of carpet area. On 13.06.2018, a Construction Agreement was entered into between the appellant/complainant and the respondent/promoter agreeing for completion of the Apartment by April 2020. The project got completed in all respects

and the respondent/promoter duly informed the appellant/complainant to come forward to complete the 'No Objection Certificate' process in order to complete the handing over process. But the appellant/complainant did not come forward to sign the 'No Objection Certificate' by referring baseless reasons like the common wash basin and its accessories were not returned, which was returned later. The appellant/complainant had not made proper payment as per the Schedule. The Apartment was completed within the timeline.

9. Further according to the learned counsel appearing for the respondent/promoter as per Clause 4(a) of the Construction Agreement, if there is a delay in completion of the project due to force majeure then the allottee/complainant agreed that the respondent/promoter shall be entitled to the extension of time for delivery of possession of the Apartment. Due to Covid-19 pandemic, there was a national lockdown. The TNRERA as per the circulars dated 06.04.2020 and 22.05.2020, had extended the time for completion by six months for all projects. The respondent/promoter had not committed any breach of contract. Hence, according to the learned counsel appearing for the respondent/promoter the reliefs sought for by the appellant/complainant are not sustainable and the learned Adjudicating Officer, considering the said circumstances, dismissed the complaint, which is in accordance with law and hence the appeal is liable to be dismissed.

10. Before the Adjudicating Officer, on the side of the appellant/complainant, C.W.1 was examined and 23 documents, Exs.A1 to A23 -( A7 series, A18 series, A20

series) were marked. On the side of the respondent, R.W.1 was examined and 5 documents, Exs.B1 to B5 were marked.

11. The Adjudicating Officer, taking into consideration the case of both parties, dismissed the complaint. Aggrieved over the same, the complainant has filed the above appeal.

12. Heard Ms.Akshayaa Benjamin, learned counsel appearing for the appellant/complainant and Mr.O.L.V.Ganesan, learned counsel appearing for the respondent/promoter.

13. The Miscellaneous Application in M.A.No.30 of 2026 has been filed by the appellant/complainant for receiving additional documents. The additional documents filed by the appellant/complainant are having no relevancy in deciding the appeal. Moreover, those documents were very much available with the appellant/complainant even at the time of filing the complaint before the learned Adjudicating Officer. But, without filing those documents even when it was available with the appellant/complainant at the time of filing complaint, filing those documents in the appeal, belatedly, is not acceptable. There is no merit in this application and is liable to be dismissed.

14. The admitted facts are that the appellant/complainant is an allottee of Flat No.A303 in 'B' Block in the respondent/promoter's project, namely, "Casagrand Supremus" having carpet area of 938 sq. ft. situated at Thalambur Village, Thiruporur

Taluk, Kancheepuram District. The Construction Agreement and Sale Agreement were entered into between the appellant/complainant and respondent/promoter on 13.06.2018.

15. According to the learned counsel appearing for the appellant/complainant, as per the Construction Agreement dated 13.06.2018, the respondent/promoter agreed to deliver the Apartment by the end of April 2020, but, the respondent/promoter failed to hand over the possession in time. The reasons stated by the respondent/promoter for the delay in completion and handing over of possession of the Apartment was due to Covid-19 pandemic and also due to scarcity of water, sand, labor mobilization cost, revision in E.B. charges are not acceptable and those factors will not come under the purview of force majeure conditions mentioned in Clause 4(a) of the Construction Agreement.

16. In spite of the extension of time to complete the construction given by the TNRERA, the respondent/promoter had not completed the Apartment and handed over the Apartment to the appellant/complainant. In spite of making payment as per Modification Agreement dated 13.02.2020, the respondent/promoter failed to complete the modifications effectively to the satisfaction of the appellant/complainant. The respondent/promoter had not completed the construction fully and the common wash basin installed by the respondent/promoter cracked and damaged and the other defects were also to be rectified. Dissatisfied with the act of the respondent/promoter, the appellant/complainant published

negative reviews in the social media against the respondent/promoter. Hence, the respondent/promoter did not come forward to register the Apartment. As per Clause 5(b)(3) of the Construction Agreement, the respondent/promoter is liable to pay penal interest for delay in handing over possession to the tune of Rs.12,68,064/-.

17. The learned counsel appearing for the appellant/complainant further contended that the allottees in the same project have been awarded compensation for the delay in handing over possession by the Adjudicating Officer in C.C.P.Nos.134 to 140 of 2022 and 16 & 17 of 2023 and C.C.P.No.63 of 2023. Whiles, rejecting the claim of the appellant/complainant by the learned Adjudicating Officer is not in accordance with law and is liable to be set aside.

18. On the other hand, the learned counsel appearing for the respondent/promoter contended that the claim of the appellant/complainant is not sustainable. As per the Construction Agreement dated 13.06.2018, the date of completion of the Apartment was April 2020. Due to Covid-19, extension of time was granted by the TNRERA vide circulars dated 06.04.2020 and 22.05.2020. As per the said circulars, six months time was given to complete the projects pending at that time and the respondent/promoter had also informed about the completion of the Apartment by an e-mail dated 22.09.2021 and had called upon the appellant/complainant to complete 'No Objection Certificate' formalities, after which the hand over process would be commenced. But, the appellant/complainant was not ready to accept and failed to fulfill the said obligation and unjustly shifted

the blame for the delay on the respondent/promoter. Despite the respondent/promoter being ready to hand over after communicating to the appellant/complainant, the appellant/complainant failed to take possession till the filing of the complaint by raising several frivolous allegations for return of wash basin, delay interest calculation, snag works rectification, negative Google reviews, falsely accusing the respondent as fraud Company in public forum, seeking cancellation of allotment and refusing to come forward for registration. In such circumstances, the compensation for the delay would not arise. Moreover, as per Clause 4(a) of the Construction Agreement, force majeure Clause is applicable.

19. Further, it has been contended that the claim of the appellant/complainant that the allottees of the same project have been awarded compensation by the Adjudicating Officer is not correct and the facts in those cases are different and is not applicable to the facts of the present case. Hence, the contention of the learned counsel appearing for the appellant/complainant is not acceptable, hence, the Adjudicating Officer dismissed the complaint which is in accordance with law.

20. As per the Construction Agreement dated 13.06.2018, the construction of the Apartment has to be completed by the end of April 2020. As per the Circulars issued by the TNRERA on 06.04.2020 and 22.05.2020, six months time was extended to complete the project, hence as per the said circulars, the project should have been completed by the end of October 2020, but, as per the communication sent by the

respondent/promoter by an e-mail dated 22.09.2021, the Apartment was ready and they invited the appellant/complainant to come forward to sign the 'No Objection Certificate'. In spite of extension of time granted by the TNRERA till October 2020, the construction of the Apartment was not either completed or handed over the Apartment on or before the assured date viz. October 2020.

21. In such circumstances, the finding of the learned Adjudicating Officer that practically it is not possible to resume the work immediately after the extension of time for want of man power and availability of materials and there is a lack of stability on the appellant/complainant is not acceptable. It is duty cast upon the respondent/promoter to complete the construction as per the Construction Agreement dated 13.06.2018 and further, in spite of extension of time given by the TNRERA, the construction has not been completed. Moreover, the allottees in the same project have been awarded compensation of Rs.3,00,000/- for delay in handing over, though it has been contended by the learned counsel appearing for the respondent/promoter that the facts in those cases are different, but the fact remains is that there was a delay in handing over the possession of the Apartments.

22. In such circumstances, the contention of the learned counsel appearing for the respondent/promoter that there was no delay on the part of the respondent/promoter is not acceptable and the finding of the learned Adjudicating Officer with respect to the above aspect is not correct and is liable to be set aside.

23. The next contention of the learned counsel appearing for the appellant/complainant that the appellant/complainant had shifted to Siruseri believing that the construction would be completed before October 2020, but inspite of the extension of time granted by the TNRERA, the respondent/promoter had not handed over the Apartment. Though the appellant/complainant had entered into Modification Agreement dated 13.02.2020 with the respondent/promoter and also made the payment of 75% to the tune of Rs.92,750/-, the respondent/promoter had not completed the modification work in time. The appellant/complainant had also spent nearly Rs.30,000/- towards rent and also spending the amount towards transportation. Further, the appellant/complainant had also invested his life savings in acquiring the Apartment, but inspite of making the payment, so far the appellant/complainant has not taken possession of the Apartment, which causes mental agony.

24. The appellant/complainant had also sent several communications seeking compensation for mental agony and the loss suffered by him and his family due to delayed delivery. Inspite of the same, the respondent/promoter failed to hand over the possession. By making false and misleading advertisements, the respondent/promoter is robbing the opportunities of the allottees to avail the services of other genuine builders.

25. Moreover, the respondent/promoter, who had advertised about the project through various print and other media that the project would be completed within 18 months of the project launch, did not adhere to the quality of standards and making such misleading representations and inducing the customers like the appellant/complainant, would cause prejudice to the appellant/complainant and it shall be compensated by imposing compensation.

26. The said contention was repudiated by the learned counsel appearing for the respondent/promoter and denied the allegations made by the appellant/complainant and contended that the respondent/promoter had properly intimated about the completion of the construction and to sign the 'No Objection Certificate' for handing over on 22.09.2021. But the appellant/complainant had raised the list of snag works after inspection and the respondent/promoter had completed the modification work and intimated to the appellant/complainant on 14.05.2022. Further, the respondent/promoter inspite of asking the appellant/complainant to come forward for registration, the appellant/complainant had not come forward to register the Apartment. Moreover, the appellant/complainant had requested the respondent/promoter to cancel the allotment, therefore, the appellant/complainant had not come forward to register the Apartment, inspite of the respondent/promoter completing the construction. The appellant/complainant finding fault with the respondent/promoter, avoided the registration. In such circumstances, the claim made by the appellant/complainant that he is entitled for the compensation under

various heads is not sustainable and the respondent/promoter carried out the construction as per the brochure, the approved plan and the Construction Agreement. In such circumstances, the contention of the learned counsel appearing for the appellant/complainant is not sustainable.

27. The intimation of the completion had been given to the appellant/complainant through e-mail dated 22.09.2021. Further, as per the e-mail dated 26.09.2021, the appellant/complainant gave a list of snag works to be rectified. Further, as per e-mail dated 14.05.2022 the respondent/promoter informed the appellant/complainant that the modification work had been completed as per the requirement. Further the appellant/complainant had raised the issue regarding the wash basin by an e-mail dated 16.12.2021. The appellant/complainant sent an e-mail on 22.06.2022 stating that he was not interested to 'register now' without returning the wash basin and as per the e-mail dated 28.06.2022, the respondent/promoter had stated that the wash basin was returned.

28. Further, the appellant/complainant sent an e-mail on 22.06.2022 stating that he wanted to know the amount for cancellation of the unit. Hence, on a perusal of the e-mail communications between the appellant/complainant and the respondent/promoter, it could be seen that there were exchange of allegations between the parties. In fact, the appellant/complainant was inclined to cancel the booking through his e-mail dated 22.06.2022 and he had requested for cancellation of

unit and return of registration amount to HDFC Bank, which would show that the appellant/complainant was not ready to cooperate with the respondent/promoter to register the Apartment.

29. Further, Clause 4(b) of the Construction Agreement dated 13.06.2018 it has been stated as follows:

...  
(b) The Promoter, upon completion of construction of the Apartment shall intimate to the Allottee(s) of the same at the last known email/mail address of the Allottee(s) by email or letter and the Allottee(s) shall take possession of the Apartment within 15 days of receipt of such intimation. The Promoter shall not be liable in any manner whatsoever, for failure of the Allottee(s) to take over possession of the Apartment;  
....

30. While considering the aforesaid Clause in the Construction Agreement, though the respondent/promoter informed the appellant/complainant about the completion of the work by e-mail dated 22.09.2021 and called upon the appellant/complainant to sign the 'No Objection Certificate' for handing over of possession and inspite of the fact that the completion of modification work was duly informed by the respondent/promoter to the appellant/complainant by e-mail dated 14.05.2022, the appellant/complainant, who is an allottee did not come forward to take possession.

31. In such circumstances, the claim of the appellant/complainant that he had suffered mental agony due to the act of the respondent/promoter and also claiming reimbursement of rent for the delay in handing over of possession and claiming

compensation for false advertisement are not acceptable. Since, the appellant/complainant who is at fault, cannot claim compensation for the said reliefs. Hence, the appellant/complainant is not entitled to the claim of compensation for the other reliefs.

32. In view of the above discussions, the appeal is partly allowed and the appellant/complainant is entitled to the claim of compensation of Rs.3,00,000/- for delay in handing over possession and Rs.50,000/- towards litigation expenses. The appellant/complainant is not entitled to other reliefs. The Miscellaneous Application M.A.No.30 of 2026 is dismissed.

**Sd/- xxxx**  
**JUSTICE M.DURAIWAMY**  
**CHAIRPERSON**  
**22.07.2026**

**Sd/- xxxx**  
**K.BABU**  
**JUDICIAL MEMBER**  
**22.07.2026**

Copy to

1. The Adjudicating Officer, TNRERA
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