

**In the Office of the Adjudicating Officer
KERALA REAL ESTATE REGULATORY AUTHORITY
THIRUVANANTHAPURAM**

**Present:
K.S. SARATH CHANDRAN
Adjudicating Officer**

(Friday the 31th day of July, 2026)

CCP No. 06/2026



Complainant:

Mr. Tomy Abraham,
Pulparambil House, Vazhakulam P.O, Muvattupuzha,
Ernakulam District, Kerala

By Advocates: A K Muhammed Hashim, Shamjath Imran M P and Sherin Sheriyar

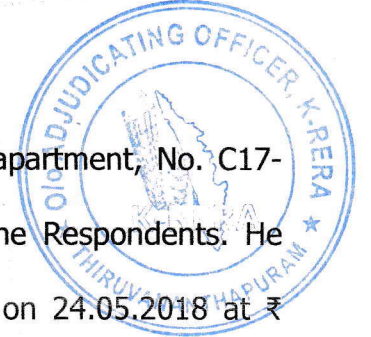
Respondents:

1. Sobha Limited: Sarjapur -Marthahalli ORR,
Devarabisanahalli, Bengaluru - 560103,
Represented by its Authorised Signatory
2. Puravankara Limited (Bengaluru): No. 130/1, Ulsoor,
Road, Bengaluru – 560042,
Represented by its Authorised Signatory
3. Puravankara Limited (Cochin): G-261, Panampilly,
Avenue, Panampilly Nagar, Cochin - 682036
Represented by its Authorised Signatory

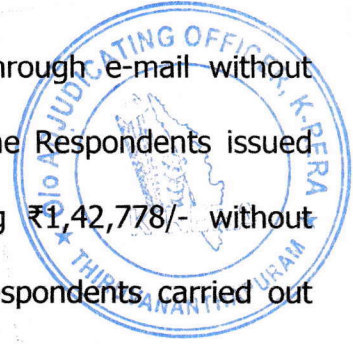
By Advocates: Abraham Mathew, Anil Abey Jose and Jeena Jose

ORDER

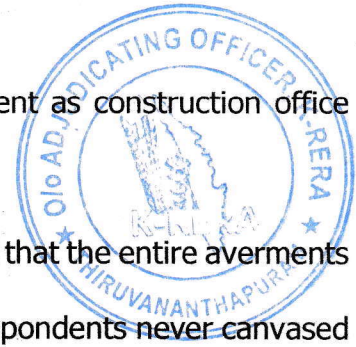
1. The Complaint filed under Section 31 and 71 of the Real Estate (Regulation and Development) Act, 2016 (herein after referred as 'the Act')
2. The Complaint in brief as follows:-
3. The Complainant, Non Resident Indian had purchased an apartment, No. C17-8S12064, South Wing 12, in Marina One Project, launched by the Respondents. He entered into an agreement for sale and construction agreement on 24.05.2018 at ₹ 2,88,27,141/- and the Respondents would agreed to deliver the apartment by 30.06.2022. The mode of payment is based on stage wise completion of work by 12th installment and paid the amount by the Complainant in time. On 01.07.2024 the Complainant received an e-mail from the Respondents that the apartment was almost completed and would be issued by September, 2024 and demanded final payment. Thereafter the Complainant visited the project and found that his apartment was using by the staff of the Respondents using all rooms, kitchen and bathrooms which caused damage to the apartment and severe mental agony and distress to him. Though the Respondents agreed to provide brand new apartment but the same was occupied by their staff and changed its status as used one. In the absence of the Complainant in India the Respondents deliberately used the apartment for their official and commercial use without his consent. He made Complaint through e-mail dated 06.07.2024 with photographs showing the status of the apartment and articles kept inside the apartment. Even after receipt of the e-mail the Respondents failed to address the request. Again on 10.12.2024,



the Respondents demanded final payment of ₹19,31,660/- through e-mail without responding the concern of the Complainant. On 13.02.2025, the Respondents issued another e-mail and demanded ₹ 17,88,881/- after deducting ₹1,42,778/- without addressing the concern of the Complainant. Thereafter the Respondents carried out superficial cleaning work and demanded final payment. The Complainant had spent exorbitant amount for purchase of brand new apartment but he got an used apartment and therefore he is entitled to get compensation. The Respondents had failed to handover brand new apartment and also failed to deliver the apartment in time, as agreed by 30.06.2022. He got possession of the apartment more than 3 years from the promised date, that too without resolving the complaint of the Complainant. The Respondents had been used the apartment at least one year before July, 2024 which caused wear and tear of the apartment. The utilization of the apartment as a construction office, storing articles, and using the kitchen and bathrooms by the staff amounts to unfair trade practice and deficiency in service which violates the agreements u/s 18(3) of the Act. For the Interest in delayed delivery a Complaint was filed before the regulatory authority, K-RERA. The Complainant has issued legal notice for redressal of the grievances and compensation for unauthorized use of his apartment. Hence the Complainant claims compensation of ₹ 20,00,000/- for the unauthorized commercial use and occupation of Complainant's apartment, by way of trespass and misuse of residential unit for non-residential purposes, diminished value of apartment and for severe mental agony, hardship and distress under Sec. 18(3) of the Act. Further the Complainant claims 12 months rent @ ₹1,00,000/- per



month for the unauthorized use of the Complainant's apartment as construction office with cost.



4. The Respondents filed a statement jointly and contended that the entire averments are false, without bonafides and liable to be dismissed. The Respondents never canvassed the Complainant for purchase of the apartment. They executed agreement for sale and construction relating to the disputed apartment. The Complainant had not made payments in time as agreed, based on stagewise completion of construction. Even in Covid time the Respondents continued the work. They demanded final payment but the Complainant couldn't arrange money in time. The allegation of using the apartment for commercial use is denied and there is no evidence of alleged visit by the Complainant or sustained any mental agony or distress. The Complainant has filed Complaint No. 107/2025 before K-RERA seeking Interest for delayed delivery. The claim of misuse of apartment and consequent loss are only to harass the Respondents and to get monetary benefits through illegal claims. They have delivered brand new apartment without any defect and Complainant had not made any such Complaint at the time of delivery or registration of sale deed. None of the construction workers or staff were provided accommodation in this apartment. All the allegations in the Complaint are false and there is no basis for mental agony. It is a standard practice that keeping materials for any finished works such as electrical fittings, plumbing, painting till the apartments are fully completed which will not cause any damage or depreciation value of the apartment. The allegation of unauthorized use is a cooked up false case for the purpose of claiming compensation. The photographs produced by the Complainant are not related to the

apartment in question and are manipulated. The allegations are made by Complainant to see that to get the apartment without insisting final payment. The Respondents have not admitted any claims made in e-mail issued by the Complainant. Issuance of Exhibit A7 Calculation is not by way of admission of any liability. They have delivered unused apartment to the Complainant and complied with the contractual obligation. The Respondents never made any delay in delivery of the apartment. The photographs of furniture, used kitchen and bathroom fittings and soiled floor coverings etc. are not related to the apartment in question. There was no deficiency in service, unfair trade practice or misuse of apartment. There is no unauthorized use and therefore the Complainant is not entitled to get any compensation including compensation under the head of mental agony and hardship. The Complainant had delayed in making the final payments, nearly 10 months and immediately after final payment possession handed over and executed sale deed on 31.10.2025. At the time of delivery of apartment representative of the Complainant acknowledged the handing over and made endorsement in certificate dated 29.10.2025 and the representative of the Complainant had not made any complaint with respect to any such allegations as alleged in the Complaint. Apart from that the representative of the Complainant acknowledged that the apartment is in a satisfactory condition with no defects or deficiencies what so ever. There has been no breach of any construction obligation committed by the Respondents. Therefore, the Complainant is not entitled to get any compensation as claimed.

5. The following points raised for consideration:-

(1) Whether the Complainant is entitled to get compensation of ₹ 20,00,000/- for the unauthorized commercial use and occupation of Complainants apartment by way of trespass, misuse of the residential unit into non-residential purposes, diminishing of value of the apartment, causing severe mental agony, hardship and distress caused to the Complainant as prayed?

(2) Whether the Complainant is entitled to get rent of ₹ 1,00,000/- per month for 12 months as prayed?

(3) Relief and cost.

6. CW1 examined and marked Ext. A1 to A8, RW1 examined and marked Ext. B1 and B2.

7. **Point No. 1** – The Complainant, Non-Resident Indian entered into a sale agreement Ext. A1 on 24.05.2018 for purchase of an apartment launched by the Respondents, 4 BHK bearing No. C17-S12064, Block South Wing 12, 6th floor in Marine One project. A construction agreement, Ext. A2 also executed on the same day. The sale consideration was fixed at ₹2,88,27,141/- and agreed to handover possession by 30.06.2022. Based on the payment ledger, Ext. A3 the Complainant had paid the amount in time and final payment was on 22.10.2025. Occupancy Certificate obtained on 31.12.2024. Possession of the apartment was given on 29.10.2025 and executed sale deed on 31.10.2025. Ext. B1 is the authorization letter given by the Complainant in favour of one Mr. Joseph George who acknowledged unit handover certificate, Ext. B2 on 29.10.2025 without any Complaint.

8. There was an allegation of delay in handing over possession of the apartment and for getting interest Complainant has preferred Complaint No. 107/2025 before K-RERA, u/s 18(1) of the Act.

9. The case of the Complainant is that when he visited the apartment on 06.07.2024 after receipt of A4 e-mail dated 01.07.2024 issued by the Respondents regarding completion of apartment and found that his apartment was used as a construction office, i.e., for commercial use and placed many articles inside the apartment and also the usage of hall, kitchen and bathrooms for the staff/labours. It is learned that it was using for the last one year prior to his visit and claims ₹ 1,00,000/- per month as rent. Similarly, he claims ₹ 20,00,000/- for the compensation of unauthorized commercial use and occupation of the Complainant's apartment without his consent, trespass and misuse of residential unit into non-residential purposes, diminished value of the apartment and caused severe mental agony, hardship and distress u/s 18(3) of the Act. They converted the status of the apartment as an used one instead of brand new as agreed.

10. Through Ext. A4 dated 01.07.2024, the Respondents had intimated completion of South Wing 12 Tower by September, 2024 and also demanded final payment. Based on the said intimation, Ext. A4 the Complainant, CW1 came to India and visited the apartment and found that the apartment was used as site construction office and found several persons therein. He has also found a large conference table, people walking inside the unit with dirty safety shoes, found carpet partially placed in some rooms which were torn partially, found office tables and steel Almirahs, found A/C was

fitted in one room, toilets are being used by the construction team and storing of shoe cover, head cover, helmet and the laborers are walking through the floor with dirty safety shoes and also found cooking and distributing tea in the kitchen. Ext. A5 is the e-mail sent by the Complainant to the Respondents on 06.07.2024 itself. Along with this Ext. A5 he has also forwarded the pictures of his apartment which shows the articles kept inside the rooms, kitchen, including A/C etc. and marked it as Ext. A5 Series.

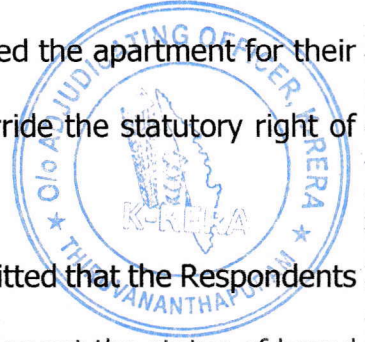
11. The contention of the Respondents is that they never used the particular apartment for any other commercial or unresidential use except storing electrical and plumbing articles required for the works in that floor. The Respondents totally denied the occupation of the particular apartment and its alleged usage and contented that the authorized person of CW1 through Ext. B1 has put his signature in Ext. B2, Unit Handover Certificate on 29.10.2025 wherein he has clearly admitted that he had thoroughly examined and found it satisfactory and thereby gave his acceptance in taking over the unit from the Respondents. Therefore, there is no basis for the allegation made by the Complainant subsequently. The attempt of the Complainant is to get the possession of the apartment without paying the final payment through filing these complaints. According to the Respondents the Complainant was not in a position to arrange the final payment in time and availed 10 months after acceptance of demand notice, A4. On the other hand CW1 asserted that he is having bank account more than 66 crore and awaited for the response of the Respondents relating to the complaints made in Ext. A5 series.

12. In paragraph 5 of the counter statement the Respondents have stated that the photographs produced by the Complainant don't relate to the apartment. At the time

of examination RW1 has admitted the visit of Complainant in between 01.07.2024 and 06.07.2024 along with one CRM of the Respondents and later the CRM reported that the Complainant was not satisfied on the date of visit and reported the same to him. Based on that report, RW1 had visited the apartment but he has not produced any evidence regarding the report of CRM or his visit. He didn't take any photographs on the date of his visit but deposed that the unit was not kept as a construction office one that date. According to him some of the materials might have stored there. He has also categorically admitted that on 06.07.2024 the Complainant took 4 photographs of the apartment and admitted that it is Ext. A4 series. Actually it is A5 series but mistakenly RW1 quoted as A4 series and the said mistake kept in his deposition in three more places. Hence it is corrected as Ext. A5 series. The mere allegation of manipulation of A5 series photos is not tenable because it was taken at 3.30 pm on 06.07.2024 and sent to Respondents on 07.07.2024 pointing out all facts. From the photographs of Ext. A5 series it is clearly evident that the apartment allotted to the Complainant was used by the Respondents for the use of their staff or construction labourers. The torned carpets, Almirahs, tables, racks etc can be seen from the photographs. Electricity is also provided in that apartment and A/C and fan are also seen installed in that apartment before obtaining Occupancy Certificate, dated 31.12.2024 and it shows that the Respondents had used the apartment of the Complainant for their official unresidential use. Therefore, it is evident from Ext. A5 series and evidence of CW1 that the Respondents had utilized the apartment of the Complainant, allotted to the Complainant after Ext. A1 and A2 by their staff/labours and it lost his brand new status which amounts violation of A1 and A2 agreements. From the

evidence it is uncertain that from which date onwards they used the apartment for their official or unresidential purpose. Execution of B2 will not override the statutory right of the Complainant and not at all relevant one.

13. The Complainant was examined as CW1 and admitted that the Respondents carried out superficial cleaning work after his visit but it willn't revert the status of brand new one since it was occupied by the staff/labours. He is an engineer by profession working abroad and shocked when he saw the misuse of his apartment for unresidential purpose on his visit on 06.07.2024 without his consent. He spent nearly ₹ 2,88,27,141/- for purchase of one brand new apartment but it is proved that before handing over the particular apartment, in violation of execution of Exts. A1 and A2 agreements dated 24.05.2018 the Respondents, accommodated their staff/labours and used it for non-residential purposes and lost its brand new status. From the evidence of CW1 and Ext. A5 series it is evident that the rooms, kitchen and bathrooms were used by their staff/labours. Of course the said violative act of the Respondents caused mental agony and shocked the consciousness of the CW1. Through the sale deed dated 31.10.2025, he got registration of particular apartment but it is evident that the same was used by the staff and labourers of the Respondents without consent of CW1 and obtained gain and unfair advantage by way of unauthorized accomodation. Therefore, the Complainant is entitled to get compensation for the misuse of the apartment as well as mental agony and stress. Considering the purchase price and status of the Complainant it is just and reasonable to fix a notional amount of ₹ 3,00,000/- for compensation of use of



apartments by the Respondents for their gain without the consent of the Complainant and not providing brand new apartment as agreed.

14. Similarly, due to the above said illegal act of the Respondents it is just and reasonable to fix ₹ 2,00,000/- for the mental agony sustained to the Complainant and do fix that amount under the head of mental agony and this point found accordingly.

15. Point No. 2 – The Complainant claims ₹ 1,00,000/- per month for 12 months under the head of rent since the Respondents had used the apartment for their own commercial purpose in between date of his visit, 6/7/2024 and one year prior to that date. The said calculation of one year is a guess work and there is no such evidence of usage of such apartment for such a period. There is no basis of fixation of rent at the rate of ₹1,00,000/-. As per Point No. 1 the issue of the apartment is considered and granted ₹3,00,000/- and further claim by way of rent will be double jeopardy and not sustainable. For the abovesaid grounds the Complainant is not entitled to get any amount under the head of rent and this point found against the Complainant.

16. Point No. 3 – In the result, the Complaint partially allowed and the Complainant is entitled to get ₹ 5,00,000/- (₹ 3,00,000 + ₹ 2,00,000 – Point No.1) with 16.65% of interest, from 06.07.2024, date of A5 series till recovery from the Respondents or their assets with cost of ₹ 25,000/-.

Dated this the 31st day of July, 2026.



[Handwritten signature]
31. 7. '26

K.S. SARATH CHANDRAN

Adjudicating Officer

CCP No. 6 of 2026

APPENDIX

Exhibits marked on the side of the Complainant:

- Exhibit A1 : Copy of agreement for sale dated 24.05.2018
Exhibit A2 : Copy of agreement for construction dated 24.05.2018
Exhibit A3 : Copy of client ledger summary report upto 24.09.2024
Exhibit A4 : Copy of e-mail communication regarding final payment request letter
Exhibit A5 Series: Copy of email communication regarding Complaint for misuse of the unit booked including photos
Exhibit A6 : Copy of email communication regarding breakup of payment
Exhibit A7 : Copy of email communication regarding complaint for misuse of the unit booked
Exhibit A8 : Copy of legal notice for unauthorized use of property and interest on delayed possession dated 15.03.2025

Exhibits marked on the side of the Respondents:

- Exhibit B1 : Copy of authorization letter to takeover unit dated 24.10.2025
Exhibit B2 : Copy of unit handover certificate dated 29.10.2025

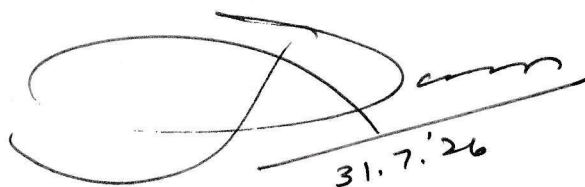
Witness for the Complainant:

CW1 – dated 08-06-2026 – Tomy Abraham

Witness for the Respondents (common):

RW1 – dated 26-06-2026 – Majo Joseph




31.7.26

Adjudicating Officer