



THE ANDHRA PRADESH REAL ESTATE REGULATORY AUTHORITY

AT: AMARAVATI.

On 1st day of September, 2026.

Coram: Sri. E. Raja Sekhara Reddy, Hon'ble Member,
Sri. A. Jagannadha Rao, Hon'ble Member.

EP NO. 47/2026

Dr. Bhuvanagiri Radha Madhavi,
W/o. Dr. Pavan Kumar,
R/o. D. No. 29-23-4, Tadepalli Street,
Suryaraopet, Vijayawada.

...Petitioner

And

1. M/s. Anjani Projects,
Rep. by its proprietor
Kanupuru Seshavardhana Reddy,
2. Ponnayolu Prathima Reddy

...Respondent(S)

EP NO: 48/2026

Kasturi Lakshmi Kumari

... Petitioner

And

1. M/s. Anjani Projects,
Rep. by its proprietor
Kanupuru Seshavardhana Reddy,
2. Ponnayolu Prathima Reddy

...Respondent(S)

EP NO: 49/2026

Meda Vijay Raman,
S/o. Meda Hussain, R/o. Rayudupeta,
Nandigama, Krishna District

...Petitioner

And

1. M/s. Anjani Projects,
Rep. by its proprietor Kanupuru Seshavardhana Reddy
2. Ponnayolu Prathima Reddy

...Respondent(S)



EP NO: 50/2026

Dr. Korlimarla Sarala Devi,
Travellers Bungalow Road, Near Old Bus Stand,
Nandigama, Krishna.

...Petitioner

And

1. M/s. Anjani Projects,
Rep. by its proprietor Kanupuru Seshavardhana Reddy
2. Ponnnavolu Prathima Reddy

...Respondent(S)

EP NO: 51/2026

Konduri Padmavathi,
R/o. D. No: 25-18-93, Near Ayyappaswamy Temple,
Sampath Nagar, Guntur.

...Petitioner

And

1. M/s. Anjani Projects,
Rep. by its proprietor Kanupuru Seshavardhana Reddy
2. Ponnnavolu Prathima Reddy

...Respondent(S)

EP NO: 52/2026

Thota Kiranmayee,
R/o. D. No. 59 A-4-5, New P&T Colony,
Plot No. 37, Gurunanak Nagar, Vijayawada.

...Petitioner

And

1. M/s. Anjani Projects,
Rep. by its proprietor Kanupuru Seshavardhana Reddy
2. Ponnnavolu Prathima Reddy

...Respondent(S)



EP NO: 53/2026

Sarva Venkata Srirama Murthy,
Plot No. 7, D. No. 25-18-73/1, Sivalayam Street,
Sampath Nagar, Guntur.

...Petitioner

And

1. M/s. Anjani Projects,
Rep. by its proprietor
Kanupuru Seshavardhana Reddy,
2. Ponnavolu Prathima Reddy

...Respondent(S)

EP NO: 54/2026

Bhuvanagiri Naga Venkata Krishna Kishore,
R/o. D. No. 29-23-4, Tadepalli Street,
Suryaraopet, Vijayawada.

...Petitioner

And

1. M/s. Anjani Projects,
Rep. by its proprietor
Kanupuru Seshavardhana Reddy,
2. Ponnavolu Prathima Reddy

...Respondent(S)

EP NO: 55/2026

Nomula Anil Kumar,
R/o. D. No. 3-26/1, Kagitala Bazar,
Jaggayyapeta, Krishna District.

...Petitioner

And

1. M/s. Anjani Projects,
Rep. by its proprietor
Kanupuru Seshavardhana Reddy,
2. Ponnavolu Prathima Reddy

...Respondent(S)



EP NO: 56/2026

Dr. Ukkadala Ramesh,
R/o. H. No. 6-51, Sitarampuram, Jaggayapet, Krishna District.

...Petitioner

And

1. M/s. Anjani Projects,
Rep. by its proprietor
Kanupuru Seshavardhana Reddy,
2. Ponnnavolu Prathima Reddy

...Respondent(S)

EP NO: 57/2026

Dr. Metlapalli Jagan Mohan,
R/o. 23-10-24,
Purushotham Street,
Satyanarayanapuram,
Vijayawada.

...Petitioner

And

1. M/s. Anjani Projects,
Rep. by its proprietor
Kanupuru Seshavardhana Reddy,
2. Ponnnavolu Prathima Reddy

...Respondent(S)

EP NO: 58/2026

Nannapaneni Praveena,
R/o. Powergrid Colony, C2, Nunna, Vijayawada.

...Petitioner

And

1. M/s. Anjani Projects,
Rep. by its proprietor
Kanupuru Seshavardhana Reddy,
2. Ponnnavolu Prathima Reddy

...Respondent(S)

Page 4 of 13



EP NO: 59/2026

Dr. Mannava Ram Prasad,
D. NO. 23-4-31, Plot No. 3, Sri Shiridisai Residency,
3rd Floor, Satyanarayanapuram, Vijayawada.

...Petitioner

And

1. M/s. Anjani Projects,
Rep. by its proprietor
Kanupuru Seshavardhana Reddy,
2. Ponnnavolu Prathima Reddy

...Respondent(S)

EP NO: 60/2026

Neelapu Parvathi,
W/o. Neelapu Venkateswara Rao,
R/o. Powergrid Colony, Nunna, Vijayawada.

...Petitioner

And

1. M/s. Anjani Projects,
Rep. by its proprietor
Kanupuru Seshavardhana Reddy,
2. Ponnnavolu Prathima Reddy

...Respondent(S)

EP NO: 61/2026

Peddibotla Sita Devi,
W.o Ganduri Viswanath,
R/o. D. No. 29-23-4, Tadepalli Street, Suryaraopet,
Vijayawada.

...Petitioner

And

1. M/s. Anjani Projects,
Rep. by its proprietor
Kanupuru Seshavardhana Reddy,
2. Ponnnavolu Prathima Reddy

...Respondent(S)

Page 5 of 13



COMMON ORDER

The complainants had earlier instituted Complaint Nos. 39 to 63 of 2021 and Complaint No. 75 of 2021 before this Authority seeking appropriate reliefs against the respondents/builders on account of their failure to complete the real estate project within the period agreed under the Development Agreement-cum-General Power of Attorney.

Upon consideration of the pleadings, documentary evidence and submissions of the parties, this Authority, by a common Order dated 26.04.2023, instead of resorting to the coercive measures available under the Real Estate (Regulation and Development) Act, 2016, granted the respondents one final opportunity to complete the project in the larger interests of the allottees and landowners.

The said Order prescribed a comprehensive construction schedule requiring the respondents, inter alia, to register the project with AP RERA, obtain revised approvals from the Competent Authority, mobilise adequate financial resources, complete the construction in a phased manner, obtain the Occupancy Certificate, hand over possession of the flats to the allottees and landowners; and pay compensation at the rate of Rs.4,000/- per month per flat in terms of Clause (3) of the operative portion of the Order.

The complainants were correspondingly directed to extend necessary cooperation for completion of the project.

The present Execution Petitions have been filed alleging complete non-compliance with the aforesaid common Order and seeking enforcement thereof.

Upon service of notice, the respondents entered appearance and filed a counter and also filed additional counter contending that the complainants failed to cooperate by not executing certain documents allegedly required for registration of the project and for obtaining revised statutory approvals.



It is further contended that the liability to pay Rs.4,000/- per month would arise only after completion of the foundation work and that such stage had never been reached. The respondents also contend that they had taken steps towards registration of the project and obtaining approvals, but the project could not progress due to lack of cooperation from certain landowners.

The complainants filed a detailed rejoinder denying the said allegations. According to them, the Development Agreement-cum-General Power of Attorney dated 01.08.2014 has long since expired without completion of the project. It is their specific case that the respondents have no contractual or legal right to insist upon execution of any fresh or supplementary agreement after expiry of the agreed contractual period. They further submitted that they are financially capable and willing to complete the remaining development works through another competent builder or agency, while fully safeguarding the interests of all existing allottees, and requested this Authority to direct the respondents to hand over possession of the project together with all sanctioned plans, approvals, project records and connected documents.

On behalf of the petitioners/complainants, learned counsel Sri Akhil Krishna appeared and advanced his arguments. On behalf of the respondents, Sri K. S. Reddy appeared and advanced his arguments.

This Authority has carefully considered the rival submissions and examined the entire material placed on record.

It is an admitted fact that the parties entered into a Development Agreement-cum-General Power of Attorney in the year 2014, under which the respondents unequivocally undertook to complete the construction and deliver possession of the respective flats within 30 months.

The agreed contractual period expired long ago. Even after the lapse of nearly twelve years, the respondents have failed to complete the project.



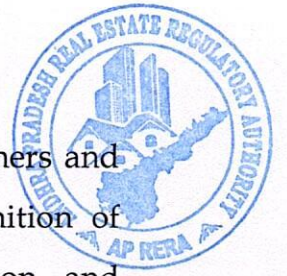
The principal defence raised by the respondents is that the complainants failed to execute supplementary agreements and extend cooperation for obtaining revised statutory approvals. This contention is wholly untenable.

The Development Agreement does not contain any provision entitling the respondents to insist upon execution of fresh or supplementary agreements after expiry of the contractual period as a condition precedent for completion of the project. Having voluntarily undertaken the contractual obligation to complete the project within the stipulated period, the respondents cannot indefinitely postpone completion of the project and thereafter impose fresh contractual conditions upon the complainants.

The material on record further discloses that one of the purchasers, in whose favour the respondents had executed an Agreement for Sale, was also constrained to approach this Authority seeking completion of the project and delivery of possession. This circumstance itself establishes that the project has remained incomplete for an inordinate period, causing serious prejudice not only to the landowners but also to the homebuyers.

The object of the Real Estate (Regulation and Development) Act, 2016 is to ensure transparency, accountability and timely completion of real estate projects and to protect the interests of allottees. Despite the indulgence shown by this Authority through the common Order dated 26.04.2023, and despite the detailed construction schedule prescribed therein, the respondents have failed to honour both their contractual obligations and the lawful directions issued by this Authority.

The respondents have thus wilfully failed to comply with the common Order dated 26.04.2023 and have forfeited the equitable indulgence extended by this Authority.

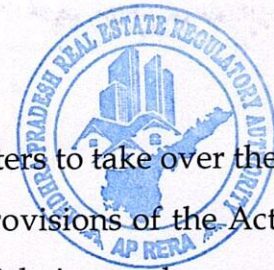


The records further reveal that the complainants, being the landowners and parties to the Development Agreement, also fall within the definition of "Promoters" under Section 2(zk) of the Real Estate (Regulation and Development) Act, 2016. The complainants have unequivocally undertaken before this Authority that they are willing and capable of completing the remaining development works, honouring all lawful commitments made to the existing allottees, and ensuring compliance with the provisions of the Act, the Andhra Pradesh Real Estate (Regulation and Development) Rules, 2017, and all other applicable statutory requirements.

However, the inter se disputes between the developer and the landowners cannot be permitted to indefinitely impede the completion of the project or defeat the legitimate rights and expectations of the homebuyers, who have been awaiting completion and possession of their respective units for more than a decade. The paramount consideration of this Authority is to secure completion of the project and protect the interests of the allottees in accordance with the objectives of the Act.

Having regard to the extraordinary delay of over twelve years, the repeated breach of the contractual obligations undertaken by the respondents, their wilful non-compliance with the common Order dated 26.04.2023, and the paramount necessity of safeguarding the interests of the allottees and landowners, this Authority is satisfied that the respondents have completely failed to discharge their obligations under the Development Agreement as well as the directions issued by this Authority. Their continued default has frustrated the very object and purpose of the Real Estate (Regulation and Development) Act, 2016.

In these peculiar facts and circumstances, permitting the defaulting respondents to continue in control of the project would only perpetuate the delay and further prejudice the interests of the allottees and landowners.



On the other hand, permitting the complainants/co-promoters to take over the remaining development, subject to compliance with the provisions of the Act and the Rules, would best advance the object of the legislation and secure timely completion of the project.

This Authority has carefully considered the rival submissions advanced by both parties with regard to the claim for recovery of Rs.1,24,000/-, representing compensation at the rate of Rs.4,000/- per month.

A plain reading of the common Order dated 26.04.2023 passed by this Authority makes it abundantly clear that the respondents were directed to pay Rs.4,000/- per month per flat to each complainant only after completion of the foundation and other works relating to the foundation and until the date of handing over of the respective flat. Thus, the liability to pay the said monthly amount is not automatic from the date of the order but is contingent upon the occurrence of a specific event, namely, completion of the foundation and other related works.

The petitioners have claimed an amount of Rs.1,24,000/- on the premise that the respondents became liable to pay the said monthly amount. However, the respondents, in their counter affidavit, have specifically contended that the liability under Clause (3) of the operative portion of the order would arise only upon actual completion of the foundation and other related works, and that the petitioners have neither pleaded nor established the date on which such works were completed.

In their reply, the petitioners have contended that the respondents cannot be permitted to take advantage of their own wrong and that they cannot escape liability by relying upon their own failure to complete the project. While the said principle is well recognised in law, the entitlement claimed by the



petitioners under the present execution proceedings must nevertheless be determined strictly in accordance with the terms of the order sought to be executed.

This Authority finds that neither the pleadings nor the material placed on record disclose whether the foundation and other related works were in fact completed, nor is there any evidence indicating the exact date on which such completion occurred. No inspection report, technical report, engineer's certificate, photographs, or any other documentary evidence has been produced to establish the occurrence of the contingency upon which the liability to pay the monthly compensation depends.

In the absence of such evidence, this Authority is not in a position to determine the date from which the liability commenced or to accurately compute the amount payable. An executing Authority cannot presume the occurrence of a contingent event or quantify the amount payable in the absence of cogent evidence. Consequently, the monetary claim made by the petitioners cannot be adjudicated on the basis of assumptions or presumptions.

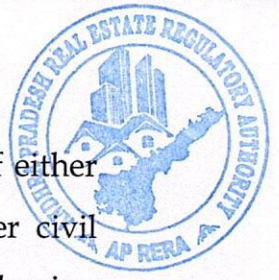
Accordingly, this Authority is of the considered view that the claim for recovery of Rs.1,24,000/- is liable to be rejected for want of sufficient evidence establishing the commencement of liability under Clause (3) of the common Order dated 26.04.2023.

In exercise of the powers conferred upon this Authority under Section 37 of the Real Estate (Regulation and Development) Act, 2016, and for the purpose of securing compliance with its earlier Order, the following directions are hereby issued:

- i. The respondents/builders are held to have wilfully failed to comply with the common Order dated 26.04.2023 passed by this Authority.



- ii. The respondents shall, within fifteen (15) days from the date of receipt of this Order, hand over peaceful possession of the project site together with all partially completed structures, construction materials pertaining to the project, sanctioned plans, approved drawings, permissions, licences, approvals, project records, accounts, correspondence, structural designs, technical reports, statutory documents, keys and every other document and asset relating to the project to the complainants/landowners.
- iii. The complainants/landowners, being co-promoters of the project, are permitted to undertake and complete the remaining development work strictly in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016, the Andhra Pradesh Real Estate (Regulation and Development) Rules, 2017, the sanctioned building plans and all other applicable laws.
- iv. The complainants shall ensure that the rights and interests of all existing allottees are fully protected and shall honour all lawful commitments made to them, without prejudice to their contractual and legal remedies against the respondents.
- v. The complainants shall submit before this Authority, within thirty (30) days, a detailed stage-wise completion schedule together with the proposed mechanism for completion of the project and thereafter file periodic progress reports until completion.
- vi. The respondents shall extend full cooperation for smooth transition of the project and shall not create any obstruction, encumbrance or third-party interest in respect of the project or its assets.
- vii. Liberty is reserved to allottees to approach this Authority in the event of any grievance arising during execution or completion of the project.



viii. It is made clear that this Order shall not prejudice the rights of either party to pursue their respective contractual, monetary or other civil claims before the competent Civil Court or any other forum having jurisdiction.

ix. The claim of the petitioners for recovery of Rs.1,24,000/-, representing compensation at the rate of Rs.4,000/- per month, is rejected, as the petitioners have failed to establish, by acceptable evidence, the date on which the foundation and other works relating to the foundation were completed, which is the condition precedent for commencement of the liability under the common Order dated 26.04.2023. However, it is made clear that the rejection of the present monetary claim shall not operate as a bar to the petitioners filing a fresh claim petition, if so advised, supported by appropriate pleadings and sufficient documentary evidence establishing the date of completion of the foundation and other related works, enabling this Authority to determine the liability, if any, in accordance with law.

Ordered accordingly.

(Typed as per the dictation of the Authority, corrected and pronounced in open court on this 1st day of September, 2026.)

Sd/-
Sri. A. Jagannadha Rao
Member

Sd/-
Sri. E. Rajasekhara Reddy
Member

