2026:MHC:4388

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THE HIGH COURT OF JUDICATURE AT MADRAS

Order reserved on : 28.09.2026	Order pronounced on : 30.10.2026

CORAM

THE HON'BLE MR. JUSTICE P.B.BALAJI

CRP.No.5206 of 2026

M/s.Bennett Property Holdings Company Limited,
Represented by its Authorised Representative
Mr.A.Senthil Kumar,
Having registered office at
5th Floor, Times Tower,
Kamala Mills Co S.B.Marg,
Lower Parel (West), Mumbai – 400 013. .. Petitioner

Vs.

1.M/s.PNB Techwaves Private Limited,
Represented by its Managing Director,
Having registered office at
No.7/4, Baroda Street Extension,
West Mambalam, Chennai,
Tamil Nadu, India – 600 033.

2.M/s.PNB Exporters Private Limited,
Represented by its Managing Director,
Having registered office at
No.7/4, Baroda Street Extension,
West Mambalam, Chennai,
Tamil Nadu, India – 600 033.

3.M/s.PNB Realty Limited,
Represented by its Managing Director,
Having registered office at
Aurick Hotel, 598,
15th Cross, 35th Main,

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6th Phase, J.P.Nagar,
Bangalore, Karnataka,
India – 560 078.
Having its Branch office at
No.14, Gulmohar Avenue,
Velachery Main Road, Guindy,
Chennai, Tamil Nadu 600 032.

4.M/sArtha Real Estate Corporation Limited,
Represented by its Authorised Representative,
Having registered office at
No.110/37, Solitire Building,
Service Road, Outer Ring Road,
Marathahalli, Bangalore – 560 037.
Having its Branch office at
Door No.167-169, Second Floor,
Anna Salai, Near Checkers Hotel,
Saidapet, Chennai – 600 015. .. Respondents

Prayer : Civil Revision Petition filed under Article 227 of the Constitution of India, to set aside the order dated 15.07.2026 passed in C.C.P.(SR).No.38 of 2026 by the learned Adjudicating Officer, TNRERA and consequently direct the Registry of the learned Adjudicating Officer, TNRERA to take the Compensation Complaint bearing C.C.P(SR).No.38 of 2026 on file and assign an appropriate case number.

For Petitioner : Mr.R.Venkat Raman
for M/s.TATVA Legal, Chennai.

For Respondents : No appearance

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The complainant before the Adjudicating Officer of the Tamil Nadu Real Estate Regulatory Authority, Chennai, is the revision petitioner.

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2.Despite service of notice on the respondents and the names of the respondents also being printed in the cause list, there has been no appearance on the side of the respondents either in person or through counsel. In fact, I have also directed the counsel for the petitioner to effect paper publication as well and paper publication has also been effected, in compliance with the order dated 11.09.2026. The respondents were therefore called and set ex-parte.

3.I have heard Mr.R.Venkat Raman, learned counsel for the revision petitioner.

4.The learned counsel for the revision petitioner states that the Adjudicating Officer has erroneously dismissed the complaint filed by the revision petitioner, without adverting to the legal position with regard to the jurisdiction of the authorities under TNRERA. He would further state that the order of the Adjudicating Authority, dismissing the complaint on the ground of maintainability is clearly erroneous and unsubstantiated. In this regard, the learned counsel for the petitioner would take me through the brief facts. The petitioner, as a property developer entered into a Joint Venture Agreement with the land owners on 06.11.2012. Agreements were also entered into between the parties. However, by consent, the Joint Venture Agreement stood terminated and there was a role reversal in the sense that the land owner proposed to put

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up the construction and the petitioner, though originally had agreed to develop the property, desired to purchase an apartment in the proposed construction. The learned counsel for the petitioner would further state that an agreement of sale was also entered into in respect of the undivided share and the land to be conveyed in proportion to the area to be constructed by the land owners in favour of the petitioner, apart from a separate construction agreement also.

5.The grievance of the petitioner is that the land owners, who assumed the role of a builder, have delayed the construction and they have not been able hand over possession, as originally committed under the construction agreement. It is in such circumstances that the petitioner has approached the authority under RERA for necessary relief. It is the submission of the learned counsel for the revision petitioner that merely because the petitioner happened to be the original proposed developer/builder, it would not render the contract between the petitioner and the respondents, a commercial contract, taking it out of the realm of the RERA. The learned counsel for the petitioner also took me through the definitions of “consumer” under both the Consumer Protection Act, as well as RERA and would contend that the petitioner fully qualifies to be an aggrieved party under the provisions of the RERA and was entitled to move the Adjudicating Officer for relief. In support of his submissions, the learned counsel for the petitioner has relied on the decision of the Hon’ble Supreme

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Court in *Madan and Co., Vs. Wazir Jaivir Chand*, reported in *(1989) 15 SCC 264*, *Standard Chartered Bank Vs. Dharminder Bhohi and others*, reported in *(2013) 15 SCC 341*, *Bunga Daniel Babu v. M/s. Sri Vasudeva Constructions & Others*, reported in *2016 8 SCC 429* and judgment of the Kerala High Court at Ernakulam in *W.P©.No.6169 of 2026* dated *20.02.2026* in the case of the *Army Welfare Housing Organization and another Vs. Union of India* and the decision of the Patna High Court, in *Civil Writ Jurisdiction Case No.15444 of 2021* dated *28.08.2024* in the case of *M/s.Nesh India Infrastructure Private Limited Vs. State of Bihar.*

6.I have carefully considered the submissions advanced by the learned counsel for the petitioner.

7.Admittedly, the following definition of the Real Estate (Regulation and Development) Act, 2016, would assumes significance:

> "*2.* ***In this Act, unless the context otherwise requires,—***
>
> *(d) "allottee" in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;*

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(zk) ***"promoter" means,—***

(i) a person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees; or

(ii) a person who develops land into a project, whether or not the person also constructs structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structures thereon; or

(iii) any development authority or any other public body in respect of allottees of—

(a) buildings or apartments, as the case may be, constructed by such authority or body on lands owned by them or placed at their disposal by the Government; or

(b) plots owned by such authority or body or placed at their disposal by the Government, for the purpose of selling all or some of the apartments or plots; or

(iv) an apex State level co-operative housing finance society and a primary co-operative housing society which constructs apartments or buildings for its Members or in respect of the allottees of such apartments or buildings; or

(v) any other person who acts himself as a builder, coloniser, contractor, developer, estate developer or by any other name or claims to be acting as the holder of a power of attorney from the owner of the land on which the building or apartment is constructed or plot is developed for sale; or

(vi) such other person who constructs any building or apartment for sale to the general public.

Explanation.— *For the purposes of this clause, where the person who constructs or converts a building into apartments or develops a plot for sale and the persons who sells apartments or*

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plots are different persons, both of them shall be deemed to be the promoters and shall be jointly liable as such for the functions and responsibilities specified, under this Act or the rules and regulations made thereunder."

8.A careful consideration of the above clearly bring the petitioner within the definition of 'allottee', under Section 2 of RERA, I am unable to see how the agreement of sale for undivided share and the construction agreement entered into between the petitioner and the respondents/land owners, who had taken upon the task of development of the property upon themselves to be termed as a commercial transaction. The earlier agreements, no doubt, postulated a scenario where the petitioner was the developer/builder and he had agreed to jointly develop the property belonging to the land owners. However, with the termination of the said Joint Venture Agreement, admittedly, the parties are relegated to the status of strangers. All subsisting relationship between themselves under the earlier Joint Development Agreement came to an end and there was no scope for reopening the earlier arrangement or agreement between the parties to non suit the petitioner, on the ground that the petitioner's agreement to purchase an apartment, together with undivided share is a commercial transaction and therefore, the provisions of RERA will not apply.

9.The agreement of sale and the Construction Agreement for putting up construction of an apartment have to be seen independently and they have nothing to do

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with the Joint Venture Agreement that had already been entered into and terminated between the parties. Once the land owners have assumed the role of a developer, then they are also equally bound to comply with the provisions of RERA and become liable to address the grievances of apartment buyers, like the petitioner. Unfortunately, the Adjudicating Authority has unnecessarily weighed the earlier arrangement between the petitioner and the respondents to non suit the petitioner and hold that the petitioner's Construction Agreement would fall outside the scope of the RERA Act. Law is now also settled with regard to the fact that even if the project is not registered, as mandated under the provisions of RERA, even then the aggrieved flat buyer or allottee is entitled to move the authorities under RERA and seek necessary relief.

10.In view of the above, the Adjudicating Authority, RERA, Chennai, has clearly erred in rejecting the complaint filed by the petitioner, by referring to the earlier Joint Development Agreement between the parties. The Adjudicating Officer failed to see that once the Joint Development Agreement was admittedly terminated, then the status of the parties under the Joint Development Agreement would no longer survive, much less, be relied on to be put against the petitioner to deprive him of his legitimate rights to seek relief under the provisions of RERA. In the light of the above, the findings of the Adjudicating Officer that the transaction is an outcome of a monetary transaction and

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therefore can be tried only by the Commercial Court and not entertained by RERA is clearly perverse, improper and unsubstantiated.

11.In fine, the Civil Revision Petition is allowed and the order dated 15.07.2026 in C.C.P.(SR).No.38 of 2026 on the file of the learned Adjudicating Officer, Tamil Nadu Real Estate Regulatory Authority, Chennai, is set aside. The Adjudicating Officer of TNRERA, Chennai, shall entertain the complaint of the revision petitioner, if it is otherwise in order and shall number the same and after issuing notices to the respondents in the complaint, after giving them adequate and reasonable opportunity to file a counter or objection, the Adjudicating Officer shall decide the complaint of the petitioner on merits and in accordance with law. There shall be no order as to costs.

30.10.2026

Neutral Citation Case : Yes / No
Speaking / Non-speaking order
Index : Yes/No
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To

The Adjudicating Officer, TNRERA, Chennai.

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P.B.BALAJI.J,

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Pre-delivery order made in
CRP.No.5206 of 2026

30.10.2026

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