THE ANDHRA PRADESH REAL ESTATE REGULATORY AUTHORITY
AT: VIJAYAWADA

On 25th day of August,2025.

Corum: Sri E.Rajasekhara Reddy, Hon'ble Member,
Sri. U.S.L.N.Kameswara Rao, Hon'ble Member.

Complaint No: 08/2024

Between:

1. Sri. Pallapothu Seshu Babu.
   S/o. ChakradharaRao,
   Door No.13-7-621, Flat No.402,
   Srinivasam Apartment, K.C.P. Colony,
   Kanuru, Vijayawada – 520 007,
   Krishna District, Andhra Pradesh.
2. Smt. Pallapothu Sailaja Devi.
   W/o. Pallapothu Seshu Babu,
   Door No.13-7-621, Flat No.402,
   Srinivasam Apartment, K.C.P. Colony,
   Kanuru, Vijayawada - 520 007,
   Krishna District, Andhra Pradesh.

...Complainants

And

1. M/s. Sun Siri Projects Green Delight Pearl,
   Represented by its Managing Partners,
   Bhashyam Rajesh, S/o. Ramesh Babu,
   Door No.59A-21/3-2A, R.R. Gardens,
   Vijaya Nagar Colony, Beside Anuradha Polyclinic,
   Patamata – 520010.

2. Donepudi Srikanth,
   S/o. Durga Prasad,
   resident of H.No.16, Vasanta nagar, Poranki,
   Penamuluru mandalam, Krishna District,
   Andhra Pradesh 521137.

...Respondents

ORDER

The complaint is filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016, on the ground that the promoter has failed to perform his contractual obligations under the agreement of sale, thereby committing default in the discharge of his statutory and contractual obligations.

The complainants are residents of Vijayawada, who, with an intention to purchase a plot, approached Respondent No.1(a) and other respondents. Attracted by the publicity given by the respondents, the complainants agreed to purchase Plot No.312, situated at Davuluru, Kankipadu Mandal, Krishna District, admeasuring 446.5 Sq. Yards, which included 42.07 Sq. Yards of "cross" area. The respondents represented that they would charge only for 404.43 Sq. Yards at the rate of ₹11,500/- per Sq. Yard, totaling ₹46,50,945/-, though the physical extent was 446.5 Sq. Yards.

Relying on these representations, the complainants paid various sums of money by way of Demand Drafts, Cheques, PhonePe, and cash, duly acknowledged by receipts issued by the respondents mentioning the full extent of 446.5 Sq. Yards. In addition, the complainants availed a loan from IDBI Bank. In aggregate, an amount of ₹48,06,825/- including registration charges was paid.

Subsequently, on 13.09.2022, the respondents executed an agreement of sale in respect of Plot No.312. However, contrary to their earlier promise, the agreement recorded the sale price as ₹48,60,000/- at ₹12,000/- per Sq. Yard for 405 Sq. Yards, instead of ₹46,50,945/- at ₹11,500/- per Sq. Yard

for 404.43 Sq. Yards. When questioned, the respondents assured that the agreement would be corrected, but failed to do so. The respondents also failed to furnish the approved plan and relevant documents as required. In August 2023, the respondents intimated that they were unwilling to register the plot for the entire 446.5 Sq. Yards, leading the complainants to seek refund of amounts with interest. Thereafter, the respondents again promised to register the full extent upon payment of the balance sale consideration. Acting on this assurance, the complainants paid an additional sum of ₹1,55,880/- towards registration charges for the entire 446.5 Sq. Yards.

However, on 29.09.2023, the respondents registered only 412.33 Sq. Yards in favour of the complainants, instead of the full 446.5 Sq. Yards, despite having received full consideration. On enquiry, the respondents stated that the remaining extent of 34.17 Sq. Yards had already been conveyed to third parties, and threatened that, unless the complainants accepted the reduced extent, even 412.33 Sq. Yards would be alienated to third parties. The respondents further insisted that the complainants surrender all original payment receipts before release of documents such as plan approval, link documents, and the registered copy.

The complainants allege that the respondents acted highhandedly, illegally, and in breach of their obligations, thereby depriving the complainants of their legitimate entitlement to the entire 446.5 Sq. Yards. The acts of the respondents have also resulted in the loss of road access on the Eastern side of the plot.

The complainants further assert that Respondents 1(a) and 1(b), who executed the registration, acted under the directions of Respondent No.1, and hence, all respondents are jointly and severally liable for the consequences. The respondents' conduct has caused financial loss, mental agony, and physical hardship to the complainants, necessitating intervention of this Hon'ble Authority.

The respondents have filed their counter denying all allegations and averments made in the complaint, except those specifically admitted. It is their primary contention that the complaint is not maintainable under law. They submit that Section 31 of the Real Estate (Regulation and Development) Act, 2016 is intended to address violations by promoters, developers, or real estate agents in connection with project-specific obligations and to protect the rights of allottees under the Act. According to the respondents, the present matter is in the nature of a civil dispute between a purchaser and a landowner, unrelated to project violations or rights conferred under RERA, and hence, falls outside the jurisdiction of this Authority. The respondents submit that such disputes, if any, are to be adjudicated before civil courts under appropriate provisions, such as the Specific Relief Act.

The respondents further contend that as per the agreement of sale dated 13.09.2022, the agreed rate was ₹12,000/- per Sq. Yard for 405 Sq. Yards out of the total site of 447.33 Sq. Yards. It is submitted that the complainants agreed to purchase only 405 Sq. Yards at the said rate, and

the sale deed was executed accordingly. After due measurement, only 412.33 Sq. Yards was sold and conveyed to the complainants with possession. The sale deed clearly records that the remaining extent of the total site belongs to the executant and was not agreed to be conveyed.

The respondents deny having ever promised to sell the entire 446.5 Sq. Yards to the complainants. They assert that the complainants paid a total of ₹48,06,825/-, whereas the sale consideration for 412.33 Sq. Yards at ₹12,000/- per Sq. Yard comes to ₹49,47,960/-. Thus, according to the respondents, the complainants still owe a balance of ₹1,41,135/-. The respondents categorically deny the complainants' version that the agreed rate was ₹11,500/- per Sq. Yard, or that the entire extent of 446.5 Sq. Yards was contracted to be sold.

It is also specifically denied that any sum of ₹1,55,880/- was paid by the complainants towards registration charges as alleged. The respondents state that the complainants' claim for additional extent or recovery of amounts is misconceived and can only be pursued, if at all, before a civil court.

The respondents submit that they are not liable to pay the alleged compensation of ₹5,00,000/- towards mental agony or ₹10,000/- towards litigation costs as claimed. They contend that the balance 34.17 Sq. Yards is exclusively their property and the complainants have no right or claim over the same. The complaint, according to them, has been filed only to damage the reputation of the respondent company.

The respondents, therefore, pray that the complaint be dismissed with exemplary costs. They further reserve their right to claim damages for the filing of what they describe as a false and frivolous complaint and also reserve the right to file additional pleadings as may be required.

On a perusal of the agreement of sale dated 13.09.2022, it is recorded that Plot No.312 admeasuring 447 Sq. Yards was described as a "cross bit," which, after levelling, was stated to be 405 Sq. Yards. Pursuant to the said agreement, the respondents executed a registered sale deed dated 28.09.2023, conveying an extent of 412.33 Sq. Yards of Plot No.312. The respondents contend that consideration was collected only for the said extent of 412.33 Sq. Yards and not for the entire 447 Sq. Yards, and that by execution of the registered sale deed both parties accepted the transaction for the reduced extent. It is further argued that once the sale deed has been executed, it is binding on both parties, and therefore, no failure of obligation arises on the part of the respondents.

In view of the above, this Authority is of the opinion that the complainants are not entitled to the relief sought in respect of registration of the remaining extent of 34.17 Sq. Yards, as the respondents never agreed to convey the entire 446.5 Sq. Yards. Consequently, the claim for registration of the additional extent of 34.17 Sq. Yards is hereby rejected. Accordingly, the complaint is dismissed, with no order as to costs.

*An appeal lies to the Real Estate Appellate Tribunal within a period of 60 days from the date of receipt of a copy of this order, as per Section 44 of the Real Estate (Regulation and Development) Act, 2016.

(Typed as per the dictation of the Authority, corrected, and pronounced by the Authority in open court on this 25th day of August, 2025.)

MEMBER

MEMBER