



**BEFORE THE TAMIL NADU REAL ESTATE  
REGULATORY AUTHORITY (TNRERA)  
(Tamil Nadu, Andaman & Nicobar Islands)  
at Egmore, Chennai – 600 008**

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

**C.No.64/2023**

**29<sup>th</sup> day of January, 2024**

**Coram : Thiru K. Gnanadesikan, I.A.S. (Retired), Chairperson  
Er. S. Manohar, Member  
Adv. V. Jeyakumar, Member**

Thiru R. Sivakumar

... Complainant

Versus

M/s. Vijay Raja Homes Pvt. Ltd.  
Rep. by its Managing Director  
Thiru M.R. Chendilnathan

] ] Respondent  
]

The above Complaint came up for final hearing before this Authority in presence of the M/s. V. Arvind Rajagopal - Counsel for Complainant and of M/s. S. Jaganathan, Counsel for the Respondent. This Authority passes the following order:

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## **ORDER**

The Complainant has submitted in the Complaint that he has purchased a residential flat bearing No.B212 in the 2<sup>nd</sup> floor for an extent of 731 sq.ft. super built up area with 356 sq.ft. of undivided share in the project titled Ideal Homes developed by the Respondent Promoter herein at Gudapakkam Village, Poonamallee Taluk, Thiruvallur District.

2. The Complainant has further submitted that this project is registered with TNRERA vide Registration No.TN/02/Building/0107/2017 dated 06.10.2017, named as "IDEAL HOMES", situated Ideal Homes Colony, Gudapakkam Village, Poonamallee Taluk, Thiruvallur District, PIN - 600 124.

3. The Complainant has also submitted that he entered into Agreement of Sale on 01.12.2018 with the Respondent for purchase of land as set out in paragraph 4 (C) of this Complaint following which a construction agreement dated 23.01.2019 for a flat bearing No.B212 having a built up area of 731 sq.ft was also entered into between the Complainant and Respondent which was registered as Document No.671/2019 in S.R.O. Avadi and the Respondent Executed a Sale Deed dated 23.01.2019 which was registered as Document No.672/2019 in S.R.O. Avadi for the sale of the undivided share of land of 356 sq.ft.

4. The Complainant has further submitted that the apartment along with the common amenities was handed over to the complainant in

September, 2020. Within 8 months from occupying the flat, the Complainant noticed in the month of April, 2021 water leakage at the bottom of the wall separating the master bedroom and the other bedroom. It is further stated that on 15.04.2021, the Complainant has addressed a letter to the Respondent, setting out in detail the water leakage found in his flat. The letter was handed over in person in the Respondent's office along with photographs indicating the site conditions, but there was no response from the Respondent to that letter. Once again the Complainant sent an e-mail on 18.08.2021 to the Respondent regarding water leakage in the kitchen sink of the flat. The Complainant has further stated that he has sent a detailed e-mail on 13.11.2022 to the Respondent regarding water leakage in his flat. It is further submitted by the Complainant that the Respondent has replied to the email stating that they would look into the issue and take necessary action if required.

5. The Complainant has stated that the Respondent's observations were that the seepage was caused due to the leakage from drain pipe of the Air conditioner installed by the Complainant which was objected by the Complainant by his email on 16.09.2022 objecting to the inspection report. Therefore, the Complainant has by his email dated 21.09.2022 sent out detailed objections to the inspection report dated 16.09.2022. The Complainant has specified that as per subsequent inspection by his Air Conditioner Manufacturer's Service Engineer there was no issue with the Air conditioners drain pipe. Further, the Complainant has submitted that

the seepage was found near kitchen, bathroom and other walls of the flat and hence the reasoning of the Respondent's engineers were untenable.

6. Finally the Complainant has submitted that as on date of this Complaint water leakage is found in his flat i.e. (i) On the wall separating the Kitchen and the bathroom attached to the master bedroom; (ii) the wall between the master bedroom and the balcony; (iii) On the exterior side of the bathroom attached to it and (iv) on the wall separating the master bed room and other bedroom. Further, the water leakage is found in common areas such as the corridor connecting residential tower A and Tower B.

7. The Complainant prayed for the following reliefs in the Complaint.

- a. To direct the Respondent to rectify and cure the water leakage in the Complainant's flat and the Common Area of the Apartment as provided for under section 14(3) of the Real Estate (Regulation and Development) Act, 2016.
- b. To direct the Respondent to pay the cost of legal proceedings.
- c. To pass any other order as may be deemed fit in the interest of Justice.

8. In the Counter Affidavit the Respondent Promoter has submitted that due to improper installation of Air conditioner by the complainant, the water seepage has been caused in the walls and that the Respondent is not liable for the said issue. Further it is submitted by the Respondent that

on 05.04.2021 as per the request of the Complainant, the issue was immediately transferred to the respective department and the Respondent has taken action against problem faced by the Complainant and the same has been recorded by an email dated 03.05.2021 showing the photo and stating that "as the mentioned issue has been resolved, we are closing the issue".

9. The Respondent has also submitted that the Respondent has received another set of complaints from the Complainant and again the Respondent inspected the affected area and found the root cause for the said problems is the water leakage in the AC copper line and improper installation of the AC. The Respondent has stated that the observation of their site engineer who inspected issues was immediately communicated to the Complainant in the email stating that "the AC drain line was left out half the way on the wall and the AC copper pipe was not insulated properly, due to condensation the water may ingress the walls". Hence the Respondent has submitted that it had informed the complainant to resolve the problem from his end because the AC installation was not done by the Respondent but the same was done by the Complainant at his own cost. The Respondent has further submitted that they have informed the complainant to rectify the said AC issue several times on 16.09.2022 and 26.09.2022, but the complainant did not care to repair the same.

10. With regard to the averments in para g to k of the Complaint, the Respondent has submitted that the AC is used on a daily basis and in

case of the damage in the copper and drain pipes, the water seepage through the internal walls and travel on the floors and spread overall. Hence the minimum water seepage on daily basis gets accumulated and there is no possibility for the water to dry and this may increase the water dampness in the wall. The Respondent has further submitted that the entire building was built with the high quality products and the same are water resistant as well.

11. This Authority has examined the Complaint, the Counter Affidavit filed by the Respondent Promoter, arguments and written submission of arguments carefully.

12. The Complainant has stated that the apartment was handed over to the Complainant Allottee in September, 2020.

13. It is seen from the typed set of papers filed by the Complainant that on 15.04.2021 the Complainant Allottee has brought to the notice of the Respondent Promoter the issue of water leakage on the wall between 2 bedrooms in his apartment. The Complainant has further sent e-mails on 18.08.2021 and on 13.11.2022 mentioning water leakage in several walls of the apartment.

14. The Respondent Promoter has taken the stand that the water leakage is essentially due to improper installation of the air-conditioner by the Complainant Allottee.

15. As this is a technical issue which requires technical assessment by an independent Engineer, this Authority nominates Er. M. Krishnamoorthy,

Executive Engineer (Retd.), PWD to inspect the Complainant's apartment including the air-conditioner installed in his apartment and submit his report categorically stating whether the leakage is due to improper installation of the air-conditioner in the Complainant's apartment or due to poor workmanship in the quality of construction by the Respondent Promoter and to recommend suitable measures for rectification of the issue of water leakage in this apartment.

16. The independent Engineer will be paid a honorarium of Rs.30,000/- inclusive of travel expenses for this assignment.

17. This Authority directs the Complainant Allottee and the Respondent Promoter to deposit Rs.15,000/- each with this Authority before 28.02.2024.

18. On receipt of payments from both sides, the independent Engineer will inspect the apartment and submit his report before 31.03.2024.

19. On receipt of report from the independent Engineer, this Authority will proceed further for final disposal of this Complaint.

Sd/-...29.01.2024

MEMBER (M), TNRERA

Sd/-...29.01.2024

MEMBER (J), TNRERA

Sd/-...29.01.2024

CHAIRPERSON, TNRERA

/TRUE COPY/FORWARDED/BY ORDER

  
28/1/2024  
LAW OFFICER, TNRERA

  
29.1.24