



**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]**

**I.A.No.39/2023 in C.No.018/2023 and  
C.No.018/2023**

**30<sup>th</sup> day of October, 2023**

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

Thiru Arulmozi Raj ... Complainant

Versus

M/s. G.R. Real Estates ]  
Represented by its Partner, Thiru Swamy Kumar ] Respondent

The above Interim application came up for final hearing before this Authority in the presence of M/s. A. Anandhan - Counsel for Complainant and of M/s. R. Prabakaran - Counsel for Respondent. The Authority passes the following order:

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**FINAL ORDER**

The Complainant has submitted in the Complaint that he has purchased Plot Nos.177 and 178 comprised in S.No.296, Srinivasa Nagar,

Malaymbakkam, Sriperumbudur Taluk, Kanchipuram District developed by the Respondent Promoter herein and the total extent is 2400 sq.ft. for a total consideration of Rs.7,20,000/- The Complainant has also stated that he had entered into a sale agreement with the Respondent Promoter and paid an advance of Rs.1,50,000 on 05.04.2008.

2. The Complainant has also submitted that a sum of Rs.7,20,000/- had been paid towards the sale agreement and a sum of Rs.1,50,000/- was also paid as an advance and remaining Rs.5,70,000/- was paid by the Complainant in equal installments of Rs.9500/- for 60 months for a sum of rupees totally Rs.5,70,000/- and paid Rs.40,000 as a late payment demanded by the Respondent. All the entries made in the pass book and payment receipt was also issued by the Respondent but for Rs.40,000/- which the Respondents refused to provide a receipt. Also it is stated by the Complainant that the Respondent has failed to execute a sale deed and handover the possession with a delay of more than 9 years till the date of filing of the Complaint.

3. The Complainant further submitted that to his utter shock, the one plot booked in the Complainant's favour was sold by the Respondent in the year 2011 to a third party without the acknowledgement of the complainant who has interest on it. The Complainant has also submitted that the Respondent has finished the project after the enactment of RERA Act and has not registered the said project under RERA.

4. The Complainant has prayed for the following reliefs in the Complaint.

- i) To direct the Respondent to register the Sale agreement entered upon between the parties.
- ii) To direct the Respondent to clear the encumbrance created on the property and to register in favour of the Complainant.
- iii) To penalize the Respondent for deliberately contravening various provisions of RERA and involving in various unfair trade practices.
- iv) To direct the concerned authorities to clear the charge/lien to ensure that the charge/lien does not affect the interest of the Complainant.
- v) To direct the concerned authorities to recover if the said charge/lien from the property without affecting the interest of the Complainant.

5. In the counter Affidavit filed by the Respondent Promoter, the Respondent Promoter at the outset has denied the maintainability of the Complaint and has submitted that M/s. G.R. Real Estate was proprietorship concern run by its proprietor Mr.G.Ramachandran, father of the Respondent herein. Also the Respondent has stated the said G.R. Real Estates was not a partnership firm as falsely arrayed by the Complainant and this Respondent is no way connected with the proprietorship concern. The Respondent has also stated that the pass book of G.R. Estates filed by

the Complainant herein shows it is a proprietorship concern run by Mr.G.Ramachandran who died on 02.06.2021 which led to the automatic dissolution of the proprietorship concern. Therefore, the complaint as against this Respondent as partner of G.R. Real Estate is false and misleading. It is further submitted by the Respondent that Mr.G.Ramachandran has left behind two sons, the Respondent and another Mr.Sivakumar. The Complainant has collusively filed the present complaint against the Respondent alone leaving behind the other son.

6. The Respondent has further submitted that the present complaint under the RERA Act is not maintainable and is beyond the scope of jurisdiction of this Authority. Further the subject property i.e. Plot No.177 is situated in unapproved layout and the same was admittedly sold way back in 2011 even before the commencement of the RERA Act, hence this Authority does not have jurisdiction. Therefore, the remedy if any, the Complainant has to approach competent civil court of law and seek declaration that the sale deed is null and void.

7. The Respondent has further denied the averments in para Nos.3 & 4 of the complaint that the Complainant had entered into a sale agreement with the Respondent for an advance of Rs.1,50,000/- dated 05.04.2008 for purchase of plot for Rs.7,20,000/- with a promise to put Complainant in possession of plot after payment of remaining amount in installment.

8. Also the Respondent has stated that the sale agreement dated 05.04.2008 and pass book marked as document with signature of proprietor of GR Associates is denied as fabricated and not that of Respondent herein and this Respondent is neither a partner nor connected to the business of GR Associates, proprietorship concern run by G.Ramachandran.



9. The Respondent has also submitted that the Complainant has no locus standi to question the sale deed dated 02.12.2011 where this Respondent as power agent on behalf of the principal of land executed sale deed in respect of the same to one Mr.R.Kumar. Now the Complainant has come up with this frivolous complaint after more than twelve years which lacks bonafide and per se not maintainable.

10. It is further submitted by the Respondent that the plot has been admittedly sold in 2011 prior to the enactment of RERA Act in 2016 and hence the issue of registration and violation under RERA Act does not arise.

11. In the I.A.No.39/2023 filed by the Petitioner/Complainant, it has been stated that the 1<sup>st</sup> Respondent had illegally sold one plot to the 2<sup>nd</sup> Respondent which is already allotted and booked by the Complainant/Petitioner. Hence the Petitioner/Complainant has submitted that he has filed this Impleading Petition to implead Mr.R. Kumar, S/o Ranganathan as the Respondent/ Respondent in the above case who is necessary party and pass such other or further order or orders.

12. This Authority has examined the Complaint and the I.A.No.39 of 2023, the Counter Affidavit filed by the Respondent in the main complaint as well as in the I.A.No.39/2023, arguments and written submission of arguments carefully.

13. An Agreement for sale has been made on 05.04.2008 to sell plot Nos.177 & 178 in S.No.296 in Meppur village (page No.20 of the typed set of papers filed by the Complainant).

14. It is also seen from the copy of the layout furnished by the Complainant Allottee (page No.45 of the typed set of papers filed by the Complainant) that the layout does not appear to be an approved layout as

there is no indication of the approval by the competent town planning authority in this layout.

15. The Respondent Promoter has also submitted that it is an unapproved layout. In addition the plot No.177 has been sold to one Mr.R.Kumar and the sale deed has been executed in his favour on 05.12.2011 vide document No.15608/2011 in the Office of the Sub Registrar of Kundrathur.

16. Therefore, in view of the fact that it is an unapproved layout and that the transactions have been taken place much before the commencement of the Act and on the specific ground that it is an unregistered real estate project, this Authority holds based on the ruling of the Hon'ble High Court of Madras that this complaint is not maintainable and also this Authority does not have jurisdiction over this real estate project.

17. Therefore, this Complaint No.18/2023 along with the connected I.A.No.39/2023 are dismissed.

Sd/-...30.10.2023

MEMBER (M), TNRERA

Sd/-...30.10.2023

MEMBER (J), TNRERA

Sd/-...30.10.2023

CHAIRPERSON, TNRERA

/TRUE COPY/FORWARDED/BY ORDER

*N. Anand*  
*30/10/23*  
LAW OFFICER, TNRERA

*30-10-23*