



**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]

**Coram : Thiru. Shiv Das Meena, I.A.S., (Retd) Hon'ble Chairperson
Dr.L. Subramanian, I.A.S., (Retd) Hon'ble Member
Adv. M.Krishnamoorthy, Hon'ble Member**

C. No. 64 of 2023

15th day of December 2025

Thiru R. Sivakumar

... Complainant

Versus

M/s. Vijay Raja Homes Pvt. Ltd.

Represented by its Managing Director

Thiru M.R. Chendilnathan

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Respondent

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

FINAL ORDER

Averments of the Complainant in brief:

The Complainant has submitted in the Complaint that he has purchased a residential flat bearing No.B212 on the 2nd floor for an extent of 731 sq.ft. super built up area with 356 sq.ft. of undivided share of land

in the project titled "IDEAL HOMES" developed by the Respondent Promoter 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, by the Respondent after obtaining necessary approvals from the planning Authority.

3. The Complainant has also submitted that he entered into Agreement of Sale on 01.12.2018 with the Respondent for purchase of UDS of land and a construction agreement was also entered between the Complainant and Respondent dated 23.01.2019 for a flat bearing No.B212 having a built up area of 731 sq.ft, which was registered as Document No.671/2019 in S.R.O. Avadi. Subsequently, 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. After 8 months of occupying the flat, in the month of April, 2021 the Complainant noticed 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 addressed a letter to the Respondent, stating 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.

5. After, a number of emails sent, the Respondent agreed to carry out the repair works. Consequently the Respondent's engineers visited the Complainant's flat to assess the situation and their observations were communicated to the Complainant on 16.09.2022. 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.

6. The Complainant has stated that the Respondent's observations that the seepage was caused due to the leakage from drain pipe of the Air conditioner installed by the Complainant, was contested by the Complainant by his email on 16.09.2022. Therefore, the Complainant by his email dated 21.09.2022 detailed the objections to the inspection report dated 16.09.2022. The Complainant has specified that after the inspection by his Air Conditioner manufacturer's Service Engineer, there was no issue with regard to leakage from 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 was untenable.

7. 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.

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 (hereinafter referred to as the RERA Act).
- 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.

Interim orders prayed for,

- a. To appoint a competent civil/ structural engineer to inspect the Complainant's flat and the common area of the apartment for identifying the real defect leading to persistent water leakage and to quote the cost that would be incurred to rectify the defect as provided for under Section 71(3) of the RERA Act.
- b. To direct the Respondent to pay the cost incurred by the Complainant towards the inspection to be carried out by competent civil/structural engineer appointed by this Hon'ble Authority.

Averments of the Respondent in brief:

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 to rectify the 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, they 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 the flat and 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". The Respondent has further submitted that they have informed the complainant to rectify the said AC issue on 16.09.2022 and 26.09.2022, but the Complainant did not care to repair the same.

Meanwhile, the Complainant seeks an Interim relief to appoint a civil/structural engineer to inspect the Complainant's flat. During the course of the proceedings, the Authority by its order dated 29.01.2024, nominated Er. M. Krishnamoorthy, Executive Engineer (Retd.), PWD to inspect the Complainant's apartment, who submitted his Report to this Authority. In the report, the Independent Engineer contended that, the reason for water dampness in the walls is mainly due to capillary action from both the toilets which accumulate water and he recommended the following way to arrest the dampness on the walls by doing rectification work in the toilets.

- 1) To remove the laid tiles and filling materials in both the toilets.
- 2) To clear all the rubbish and clean the floors as well as wall surface.
- 3) To provide spout pipe of 1 1/4" to 1 1/2" diameter in each toilet.
- 4) To provide proper gradient towards spout pipe.
- 5) To provide latest technic waterproofing treatment.
- 6) To check the pipe lines already provided in the sunken area.
- 7) To fill the water in full depth in the sunken area at least three to four days.
- 8) To check the leakages.
- 9) To confirm that there is no leakage found, then to remove the water completely without damaging water proofing treatment.
- 10) To provide suriki concrete to the required slope.
- 11) To provide tile with epoxy grouting.
- 12) To rectify the block work and plastering in some places wherever necessary.

10. The Respondent filed objection memo to the Inspection Report and stated that, a cursory perusal of the report would reveal that the Executive Engineer (Retd.), PWD, has not acted in consonance with the order of appointment made by this Authority. There is absolutely no analysis and discussion about the facts by the Executive Engineer in his Report.

11. Respondent further submitted that, the Respondent had finished waterproofing in toilet before tiling works. At the time of construction, it had undergone an inspection that included a 24-hour water stagnation test and inspection was carried out prior to tile clearance. After waterproofing, the screed concrete was laid with the thickness of 100mm with gradient and then tiles were laid and also pressure test was carried out in concealed pipe line as per construction methodology and same procedure was followed as per inspection report submitted by the Executive Engineer.

12. The Respondent further submitted that, once tiling works completed by the Respondent the epoxy grout was also completed by the Respondent. Due to usage of toxic chemical by the Complainant for cleaning toilet area the grouting was peeled off. Due to this the water was penetrated through tile space joint and capillary rise was occurred. For wear and tear of chemical used by the Complainant, the Respondent is not liable of such quality defects caused by the Complainant and there is no deviation in quality of work & poor workmanship of the Respondent.

13. Memo filed by the Respondent states that, as per the directions of the Hon'ble Authority and based on the inspection report, the Respondent has started the work to rectify the flat. The Respondent respectfully

submitted that, photocopies documenting the ongoing work undertaken at the Complainant's flat to the Authority. The Respondent had finished waterproofing in toilet and further submits that, according to the report of the Executive Engineer (Retd.), the entire work will require an additional two months to complete.

14. Memo of Compliance submitted by the Respondent states that, the Respondent promoter has rectified the issue in accordance with the Executive Engineer's report and has duly complied with the requirements.

15. The Complainant filed a written response to the Memo of Compliance dated 29.01.2025 filed by the Respondent stating that the following issues still exist;

- 1) Master Bedroom Wardrobe 1 & Wardrobe 2 - Water leakage due to improper construction or inadequate sealing, which appears to have been caused by the builder's negligence during the construction phase.

The wardrobe which has been fixed to the wall previously, have been completely destroyed due to the water leakage, the interior has become mouldy, and the overall structure is no longer functional for its intended purpose. This has caused considerable inconvenience;

- 2) Living Room - Water leakage due to improper construction or inadequate sealing, which appears to have been caused by the builder's negligence during the construction phase.

The current wardrobe has been completely damaged due to water leakage, resulting in warping, mould formation, and structural failure, making it unusable.

The Complainant also stated the Replacement Cost: After consulting with a qualified contractor and reviewing several options for a suitable replacement, the total estimated cost for removing the existing wardrobe and installing a new one is approximately Rs.1,00,000/- (Rupees one lakh only).

- 3) Master Bedroom (entrance right side corner wall) – Patch work done two times, yet it becomes perforated as shown in image.
- 4) Bathroom attached with master bedroom – The tiles are laid in the bathroom at the same level as that of the master bedroom which results in the water from the bedroom coming inside the master bedroom instead of draining.
- 5) Master Bedroom – The master bedroom wall continues to be wet and moist and it seems the leaking/capillary has not been properly rectified.
- 6) Master Bedroom – Finishing work not done properly, still remains very bad.
- 7) Balcony – The water seems to be leaking still and not yet going inside the wall between kitchen and master bedroom bathroom. There are bubbles coming from the wall.

8) The bathroom attached with the master bedroom and the second bathroom has the following issues.

- i. The tiles have not been laid properly, while walking the tiles make noise,
- ii. The tiles have not been laid out in a uniform way,
- iii. The floor tiles and wall tiles have not been fixed properly-water is not going inside and remains stagnant,
- iv. The bathroom door has been damaged by the work done and still remains unusable.

16. Further, the Complainant filed memo of calculation, wherein it is stated that, the cost of the litigation Rs. 1,000/-, the cost of the Advocate's Fee Rs. 50,000/- and the cost paid for the appointment of the Independent Engineer for submission of the report for the purpose of the present complaint Rs. 15,000/-, thereby making a total of Rs. 66,000/- (Rupees Sixty Six Thousand only) to be paid by the Respondent.

This Authority has carefully examined the complaint, counter affidavit, inspection report, and objection memo filed by both parties. It is observed from the written response filed by the Complainant that, the work executed by the Respondent continues to exhibit defects, resulting in persistent water leakage and damages were seen in the wardrobes. Hence the Respondent has not duly rectified the defects pointed out in the inspection report submitted by the Executive Engineer. The Respondent promoter is solely responsible for carrying out the necessary repair works in the flat,

which were not properly rectified by the Respondent earlier. Therefore, the Respondent is held liable for the defects observed in the apartment.

In view of the above findings, the Authority proceeds to pass the following order:

i) This Authority hereby directs the Respondent to rectify and cure all issues related to leakage / seepage / dampness in the Complainant's flat and to ensure that the flat is restored to a proper and habitable condition on or before 28.02.2026.

ii) This Authority directs the Respondent to pay a sum of Rs.25,000/- towards litigation cost to the Complainant within 30 days from the date of issue of this order.

With the above directions, the complaint is disposed off.

Sd/-...15.12.2025
MEMBER (K), TNRERA

Sd/-...15.12.2025
MEMBER (LS), TNRERA

Sd/-...15.12.2025
CHAIRPERSON, TNRERA

/TRUE COPY/

 15/12/25
ADMINISTRATIVE OFFICER, TNRERA