

**BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY**

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

**Complaint No. 1803 of 2023**  
**Dated this 29<sup>th</sup> day of March 2025**

**Quorum:** **Dr. N. Satyanarayana, IAS (Retd.), Hon'ble Chairperson**  
**Sri Laxmi Narayana Jannu, Hon'ble Member**  
**Sri K. Srinivasa Rao, Hon'ble Member**

**Ganesh Reddy**

*((H.06-86/40, Veeraswamy Nagar, Near Ganesh Manapam, Qutbullapur, Medchal – Malkajgiri  
Hyd- 500055)* **...Complainant**

**Versus**

**M/s Swayam Homes represented by Vantala Jangaiah Yadav**

*(Resp by Managing director Sri V.Jangaiah Yadav, R/o Madhusudhan Apartments, flat no.103-  
104, Street 5, Habsiguda – Hyderabad)*

**M/s Satya Infra rep by Mula Satyanaryana**

*(1-9-19/134/1 &2, Ramnagar Main Road, near Meeseva office- Hyderabad – 500020)*

**...Respondent(s)**

This present Complaint came up for hearing on 13.11.2024 before us for hearing in the presence of Complainant appeared in person and Sri Thirupati for the Respondent 1 and whereas non appeared for Respondent 2 after 20.08.2024 upon hearing both the arguments on both sides and the matter reserved over for the consideration till this date, this Authority passes the present complaint order.

**ORDER**

2. The Complainant has filed complaint on hand under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "RE(R&D) Act"), read with Rule 34(1) of the Telangana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the "Rules"), alleging commission of violation and contravening of the provisions of the said Act and Rules and sought for the appropriate reliefs against the Respondent.

**A. The Brief facts of the case as per allegations/averments contained in the complaint are as follows:**

3. The complainant submits that the Respondent has been selling plots in the project “Viceroy Elite” however RERA registered in the name of “Fortune Avenue” Venture Promoter being OM Prakash, in Kollur Mandal survey no. 1060, Tlp No. 123/2021/H.

4. The Complainant purchased a plot in the venture, plot no. 20/B , of 131 sq yards and paid the total sale consideration amount of Rs. 2,59,000/- towards the plot to the Respondent. However, no Agreement of Sale was executed for the said allotment, and only payment receipts were issued to the Complainant.

5. Despite the payment being made in full, the plot has not been registered in the complainant’s name to date.

**B. Relief(s) Sought:**

7. The Complainant prays for an order directing the Respondent to refund the amount paid towards the purchase of the plot.

**C. Respondent Reply:**

8. The Respondent submitted that the Complainant has falsely contended that he has paid an amount of ₹2,59,000/-. However, contrary to such claim, the Complainant has produced only a single payment slip for ₹54,000/-. Further complainant has submitted the payment receipt which was given by the Respondent is showing net amount paid Rs.2,39,000/-

9. The Respondent submits that the Complainant, Mr. V. Ganesh Reddy, had expressed interest in purchasing plots in two different ventures – one located in “Viceroy Elite” at Kolluru Village, Aleru Mandal, Bhuvanagiri District, and another in a layout referred to as “Agaravanam” also situated at Kolluru Village, Aleru Mandal, Bhuvanagiri District. It is submitted that the plots in Viceroy Elite carried a minimum extent of 167 sq. yards and were valued approximately at Rs. 22,00,000/-, while plots in Agaravanam had a minimum extent of 121 sq. yards valued at approximately Rs. 4,50,000/-.

10. The Respondent contends that the Complainant had been shown the plots and layout plans, and was made aware that the said project “Fortune Avenue” was being developed under an arrangement with one Medala Om Prakash and others, whose name appears as the promoter of the RERA-registered project. It is submitted that Respondent No.1 had merely facilitated the process based on an internal understanding with the said landowner/developer and had no independent authority to execute sale deeds.

11. It was also submitted that the Respondent refunded the entire amount received from the Complainant upon receiving the original receipts. The payment slips now being relied upon by the Complainant is a fabricated document, and the Complainant has produced receipts only for ₹54,000/- while claiming a higher amount. The Respondent submitted that unless the Complainant produces the original receipts, his claim is unsubstantiated.

12. The Respondent submitted that the amount paid by the Complainant was only in the nature of a token advance, and since no Agreement for Sale was executed between the parties, the transaction was never formalized. All such payments were made on mutual terms, and the Respondent never had any intention to defraud or wrongfully withhold money. It was further submitted that the Respondent did not register any plots to anyone unless the project was duly registered under RERA, and all registrations were undertaken by the lawful owner, Mr. Omprakash.

13. It is further submitted by the Respondent that all amounts allegedly paid by the Complainant were purely token or advance payments made without any sale agreement, and such payments were made based on mutual understanding. It is claimed that Respondent No.1 was always willing to refund any legitimate payments upon the return of original receipts, but the receipts and payment slips produced by the Complainant are disputed as being unauthenticated or fabricated.

14. The Respondent also alleges that the present complaint is an attempt to harass and blackmail him, engineered by one Mr. Mula Satyanarayana, who was previously associated with the Respondent but whose services were terminated. It is submitted that after parting ways, Mr. Satyanarayana opened a rival office and has since been involved in lodging multiple complaints against the Respondent, including one filed on behalf of a person named Anjaneyulu. The Respondent asserts that these actions are retaliatory in nature and intended to tarnish his image.

15. Respondent No.1 submits that if the Complainant is able to furnish original receipts proving the payments, he remains willing to refund the same, provided the receipts are genuine and duly verified.

**E. Observations of the Authority:**

**Points for Consideration:**

1. Whether the complainant is entitled to the relief sought?
2. Whether Respondents has violated the provisions of the Real Estate (Regulation & Development) Act, 2016 ("RE(R&D) Act")?

16. The Complainant in the present matter has sought refund of the amount paid to the Respondents, on the ground that despite accepting substantial consideration, the Respondent No.1 failed to register the allotted plot in the name of the Complainant.

17. The Complainant has placed on record documentary evidence of direct payment of Rs. 54,000/- to Respondent No.1. As per the Complainant's submissions, a total sum of Rs. 1,90,000/- was paid partly to Respondent No.1 directly, and partly through a real estate agent, one Sri Mula Satyanarayana. On the other hand, Respondent No.1 has categorically denied receipt of any amount beyond Rs. 54,000/- as token advance and stated that any additional sums allegedly paid to the said agent were neither received by nor transferred to Respondent No.1.

18. In the interest of effective adjudication, the Complainant was directed to submit corroborative evidence substantiating payments made to the Respondents. Simultaneously, the Authority, in exercise of its suo motu powers, impleaded the real estate agent Sri Mula Satyanarayana as Respondent No.2, in view of his active role in introducing the Complainant to the project and collecting substantial amounts from him.

19. The Authority also took note of other complaints pending against Respondent No.1, in which the said real estate agent (now Respondent No.2) had played a similar role in collection of money from complainants.

20. Respondent No.2 appeared before the Authority on 20.08.2024 and admitted to having collected amounts from the Complainant. He further submitted that the entire amount so collected had either been transferred to Respondent No.1 in cash or adjusted against pre-existing debts owed by Respondent No.1 to him. The Authority accordingly directed Respondents No.1 and 2 to furnish relevant financial statements evidencing such transactions.

While Respondent No.1 remained non-committal, Respondent No.2 failed to file a written reply and abandoned the proceedings. Accordingly, Respondent No.2 was set *ex parte*.

21. In compliance with the directions of the Authority, the Complainant submitted documentary proof of payments made to Respondent No.1 in the form of numbered receipts and supporting bank and UPI transaction details. The receipts submitted are as follows:

1. Receipt No. 7458 dated 09.01.2022 – Rs. 36,000/-
2. Receipt No. 7653 dated 02.02.2022 – Rs. 10,000/-
3. Receipt No. 7880 dated 07.03.2022 – Rs. 10,000/-
4. Receipt No. 8173 dated 14.04.2022 – Rs. 10,000/-
5. Receipt No. 8235 dated 11.05.2022 – Rs. 10,000/-
6. Receipt No. 8389 dated 06.06.2022 – Rs. 10,000/-
7. Receipt No. 8613 dated 16.07.2022 – Rs. 10,000/-
8. Receipt No. 8729 dated 10.08.2022 – Rs. 10,000/-
9. Receipt No. 8732 dated 02.09.2022 – Rs. 10,000/-
10. Receipt No. 9123 dated 02.11.2022 – Rs. 10,000/-
11. Receipt No. 9267 dated 04.12.2022 – Rs. 10,000/-
12. Receipt No. 9371 dated 03.01.2023 – Rs. 10,000/-
13. Receipt No. 9528 dated 07.02.2023 – Rs. 10,000/-
14. Receipt No. 1605 dated 19.02.2023 – Rs. 34,000/-

Additionally, receipts submitted for payments made to Respondent No.2 are:

1. Receipt No. 026 dated 04.03.2023 – Rs. 10,000/-
2. Receipt No. 034 dated 05.04.2023 – Rs. 20,000/-
3. Receipt No. 036 dated 02.05.2023 – Rs. 20,000/-
4. Receipt No. 040 dated 10.06.2023 – Rs.20,000/-
5. Receipt No. 048 dated 30.06.2023 – Rs. 20,000/-

20. It is indeed surprising that despite the above-stated sequence of regular and diligent monthly payments by the Complainant, both to Respondents No.1 and 2, Respondent No.1 has chosen to brush aside the obligations arising therefrom. By submitting that only Rs. 16,000/- was received and that the Complainant may produce original receipts to claim any refund, Respondent No.1 has attempted to shift the burden entirely onto the Complainant. This attitude appears to be indicative of an attempt to take undue advantage of an innocent homebuyer.

The Authority finds the explanation of Respondent No.1 to be untenable in light of the documentary evidence produced by the Complainant. The stand that only a token amount was paid and hence no registration obligation arose is thus rejected. Respondent No.1 has further

claimed to have refunded the amount received from the Complainant, but no documentary proof evidencing such refund has been placed on record. In the absence of cogent evidence of repayment, and in view of the clear admission of receipt of Rs. 54,000/-, the said assertion of repayment stands unsubstantiated and hence rejected.

21. However, it is also noted that there is no evidence placed on record to conclusively demonstrate that Respondent No.1 had knowledge of the payments made by the Complainant to Respondent No.2. No contractual documents, letters, or communication establishing the agency or authority of Respondent No.2 to collect funds on behalf of Respondent No.1 have been produced. In the absence of such proof, this Authority holds that Respondent No.1 cannot be held solely liable for the entire amount claimed.

22. Accordingly, both Respondents No.1 and 2 shall be jointly and severally liable to refund the respective amounts received by them, along with applicable interest.

23 In view of the above findings, this Authority concludes that both Respondents have failed to ensure registration of the plot despite having received substantial consideration. Such failure attracts the provisions of Section 18(1) of the Real Estate (Regulation and Development) Act, 2016, which mandates refund of the amount paid by the allottee along with applicable interest for any delay or failure in handing over possession or performing obligations. Respondent No.1 is directed to refund a sum of Rs. 1,90,000/-, with interest at the rate prescribed under Section 18 of the Act and Respondent No.2 is directed to refund a sum of Rs. 90,000/-, along with interest.

24. The interest shall be calculated at the rate of 11% per annum (being the SBI's highest marginal cost of funds-based lending rate + 2%), from the respective dates of payments made by the Complainant to each Respondent, until full realization of the amounts by the Complainant.

25. Before parting with the matter, this Authority finds it necessary to record an advisory observation for the benefit of allottees. Homebuyers must exercise reasonable care and diligence in their financial dealings, especially in transactions involving immovable property. In the present case, although substantial sums were allegedly transferred, the Complainant failed to secure proper receipts or acknowledgments from Respondent No.1 for many payments.

Such omissions reflect lack of prudence and due diligence. Allottees are reminded that transactions with agents or third parties must be backed by proper authorization, formal documentation, and receipts. Blind reliance on verbal assurances or intermediaries without adequate safeguards undermines the transparency and accountability objectives envisioned by the RE(R&D) Act, 2016.



**Point 2:**

26. It is an admitted fact before this Authority that the concerned project is RERA-registered under Registration No. P02000002810. However, upon perusal of the registration certificate, it is observed that the project is registered under the name "Fortune Avenue", with the promoter listed as Medala Omprakash. Conversely, Respondent No. 1 has been advertising and marketing the said project under the name "Viceroy Elite", which is not the registered name under RERA.

27. Such conduct of the respondent constitutes misrepresentation and is a direct contravention of the mandatory disclosure obligations under the RE(R&D) Act, 2016. The Act is enacted to ensure transparency, accountability, and consumer protection in the real estate sector. It mandates that all advertisements, promotional materials, and sale communications must correctly reflect the registered name of the project, so that homebuyers can independently verify registration status and approvals.

28. The submission of Respondent No. 1 that he purchased the land from the registered promoter Medala Omprakash vide Agreement of Sale dated 04.08.2022 does not absolve him of statutory compliance. This Authority finds that while the said agreement may assign certain rights to the respondent, the details of such assignment are vague and unsubstantiated. No registered development agreement, no RERA transfer of promoter rights, and no proof of change in developer or joint development status have been submitted before this Authority. The RERA registration continues to be in the name of Medala Omprakash, and there is no public record or order indicating transfer of promoter responsibilities to Respondent No. 1.

29. As such, the use of the same RERA number while advertising under a different project name and a different promoter creates a false and misleading impression upon prospective purchasers, constitutes a fraudulent and punishable misrepresentation.

30. This Authority finds that the lack of clarity in ownership, developer rights, and branding, as reflected in this case, is antithetical to the very objective of the RE(R&D) Act, which is to promote a transparent and trustworthy real estate market. In the instant case, the homebuyer is left in confusion regarding the true promoter, the correct project identity, and the validity of advertisements, defeating the legislative intent of full disclosure.

31. In fact, the same Respondent 1 was already found guilty of similar conduct and penalized by this Authority in Complaint No. 1826 of 2023, for engaging in fraudulent advertisement and misrepresentation, and penalty was imposed under Section 37 read with Section 38 of the RE(R&D) Act. Therefore, this Authority does not propose to impose a fresh penalty for the same cause of action.

32. In view of the above, Respondent No. 1 is hereby directed to cease and desist from using the name "Viceroy Elite" or any other unregistered name for this project, and ensure that all further advertisements, promotional material, communications, and sale offers reflect the registered name of the project "Fortune Avenue", along with the correct RERA registration number, in compliance with the provisions of the RE(R&D) Act, 2016.

33. It is also pertinent to note that Complaint No. 1826 of 2023 was adjudicated conjointly along with the present complaint and three other complaints, all instituted against the same Respondents and arising out of the same real estate project. Upon a comprehensive consideration of the collective facts, statutory violations, and material on record in all such matters, the Authority adjudicated the issue of imposition of penalty in a consolidated manner. Accordingly, penalty was imposed upon the Respondents, and Real Estate Agent is declared as defaulter under Section 10(c) of the Real Estate (Regulation and Development) Act.

34. In view of the consolidated adjudication already undertaken in respect of the issue of penalty, no further or separate adjudication on the question of penalty is warranted in the present matter.

#### **F. Directions of the Authority:**

35. Based on the facts submitted, evidence on record, and the findings given thereon by us as discussed herein above, this Authority holds that the complainant is entitled to the relief as prayed by him, and the same is allowed in his favour, and the Respondent is hereby directed as follows:

1. Respondent No. 1 is directed to refund a sum of Rs. 1,90,000/- (Rupees one Lakh Ninety Thousand Only) along with interest as per Section 18 of the Real Estate (Regulation and Development) Act, 2016 read with Rule 15 of TG RE(R&D) Rules, 2017.
2. Respondent No. 2 is directed to refund a sum of Rs. 90,000/- (Rupees Ninety Thousand Only) along with applicable interest.
3. The applicable rate of interest shall be the highest marginal cost of lending rate (MCLR) of the State Bank of India, currently at 9% per annum, plus an additional 2% per annum, totaling 11% per annum. This interest shall be calculated on the entire amount paid by the complainant, from the date of respective payments received by each respondent until the date of full repayment.



4. Respondent 1 is directed to immediately cease advertising the project under a name different from its RERA-registered name and ensure compliance with Section 12 of the RE(R&D) Act to avoid misleading homebuyers.
36. Respondent is hereby informed that failure to comply with this order shall attract Section 63 of the RE(R&D) Act.

**Sd-  
Sri. K. Srinivas Rao,  
Hon'ble Member  
TG RERA**

**Sd-  
Sri. Laxmi NaryanaJannu,  
Hon'ble Member  
TG RERA**

**Sd-  
Dr. N. Satyanarayana, IAS (Retd.),  
Hon'ble Chairperson  
TG RERA**

