

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY
[Under the Real Estate (Regulation and Development) Act, 2016]
Complaint No. 842 of 2025

Dated: 22nd June 2026

Quorum: Sri Laxmi Narayana Jannu, Hon'ble Member
Sri K. Srinivasa Rao, Hon'ble Member

Between

Mr. Chinthakinda Charles James

*(R/o. H.No. 13-1-237/1/404, Flat No. 404,
Plot No. 169, Mahalaxmi Residency, Mothi Nagar,
HDFC ATM Bobbugia, Yousufguda,
Hyderabad- 500018)*

...Complainant

Versus

M/s. Bhuvanteza Infra Projects Pvt. Ltd

*(H.No. 201, 2nd floor, Lumbini Amrutha Chmabers,
Nagarjuna Circle, Road No.3, Banjara Hills,
Hyderabad rep. Sri Chekka Venkata Subrahmanyam
H.No. 5-31-RTP-1, Flat 406, Rain Tree Park,
Malaysian Township, Near Club House,
Kukatpally, Hyderabad)*

...Respondent

The present matter filed by the Complainant mentioned herein above came up for hearing before this Authority in the presence of the Complainant in person, and none for the Respondent despite service of notice, hence set ex-parte and upon hearing the submissions of the Complainant, this Authority proceeds to pass the following **ORDER:**

2. The present Complaint has been filed by the Complainants under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as the "Act") read with Rule 34(1) of the Telangana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the "Rules") seeking appropriate relief(s) against the Respondent.

A. Brief facts of the Case as per Form M filed by Complainant

3. The Complainant submits that on 20.08.2021, the Complainant received a call from M/s. Devas Infra Ventures Pvt. Ltd., through one Ms. Shanti, who informed that a venture/apartment was coming up at Bommarasipeta of Shameerpet Mandal, Medchal-Malkajgiri District (formerly Ranga Reddy District), to be undertaken by M/s. Bhuvanteza Infra Projects Pvt. Ltd. (Builders). It was further informed that an inaugural offer of Rs.1,800/- per sft was being offered. The said person arranged transport (car) for a site visit and, after the site visit on the same day i.e., 20.08.2021, the Complainant paid a token amount of Rs.50,116/- through PhonePe, for which a receipt bearing S.No.314 dated 20.08.2021 was issued, indicating booking amount towards Happy Homes-II, Flat No.615, 6th floor, admeasuring

1310 sft, E-Block.

4. The Complainant further submits that an amount of Rs.50,000/- was paid in cash on 06.11.2021 vide Receipt No.086. At that stage, the firm informed that due to non-availability of the earlier flat, namely Happy Homes-II, Flat No.615, 6th floor, admeasuring 1310 sft, another flat, namely Happy Homes-II, Flat No.815, 8th floor, 1310 sft, E-Block, was allotted, to which the Complainant agreed.

5. The Complainant submits that subsequently, on 04.12.2021, an amount of Rs.1,00,000/- was paid in cash vide Receipt No.1351.

6. The Complainant submits that thereafter, on frequent insistence, an amount of Rs.2,00,000/- was paid on 08.02.2022 through online transfer, for which Receipt No.1082 was issued. Further, an amount of Rs.2,00,000/- was again paid on 30.04.2022 through online mode. The Complainant states that the above payments were made while the Complainant was in Australia due to a personal visit.

7. The Complainant further submits that subsequently, during June 2022, the Complainant along with the Complainant's son and wife made several visits to the site to verify the status of construction. It was noticed that no construction had commenced and only some material was dumped and some earth excavation was done. In this regard, the Complainant approached Mr. N.S.N. Reddy at their office and expressed the intention to cancel the booking. Thereupon, to pacify the Complainant, a cheque bearing No.295226, drawn on State Bank of India, Madhura Nagar Branch, from Account No.40066659516 standing in the name of Mr. Suryanarayana Reddy Nayana, for a sum of Rs.5,50,000/-, after deducting Rs.50,000/-, was issued, with a request to deposit the same after three months from June 2022, and the cheque was dated 16.09.2022.

8. The Complainant submits that thereafter, one Mr. P.A. Naidu, an acquaintance of the Complainant and stated to be working as Marketing Executive in the said firm and a close associate of Mr. Chekka Venkata Subrahmanyam and Mr. N.S.N. Reddy, approached the Complainant and requested not to deposit the cheque, stating that there were no sufficient funds in the said account. He further informed that arrangements would be made for execution of an Agreement of Sale with the builders and requested the Complainant to pay a further sum of Rs.4,00,000/-. Believing the same, the Complainant paid Rs.4,00,000/- vide Cheque No.000002 dated 29.08.2022 in favour of the builder, namely M/s. Bhuvanateza Housing Projects. Accordingly, an Agreement of Sale dated 30.08.2022 was executed in favour of the Complainant, wherein the flat was again changed to Happy Homes-II, Flat No.913, C-Block, 9th floor, admeasuring 1220 sft, to which also the Complainant agreed without objection.

9. The Complainant submits that in total, an amount of Rs.10,00,000/- has been paid towards the purchase of the said flat.

10. The Complainant further submits that during February 2024, one friend of the Complainant, working in the said firm, attempted to negotiate the matter and obtained a letter from Mr. Chekka Venkata Subrahmanyam, wherein it was promised to refund Rs.2,00,000/- by the end of April 2024, Rs.3,00,000/- by the end of May 2024, and Rs.5,00,000/- by the end of June 2024, vide letter dated 03.02.2024.

11. The Complainant submits that since then, no further progress has been made either in construction nor have the respondents chosen to refund the amounts. Despite several attempts made by the Complainant to recover the amounts, the same has been in vain.

B. Relief(s) Sought:

12. In view of the above-mentioned facts and circumstances, the complainant has humbly prayed for the following reliefs:

- i. *In view of the above stated facts and along with all the evidence on record, the Complainant seeks refund of the total amount of Rs.10,00,000/- (Rupees Ten Lakhs only) along with interest for such period as this Hon'ble Authority may deem fit.*
- ii. *The Complainant further seeks any other reliefs for loss of time and efforts, as this Hon'ble Authority may find it proper to grant.*

C. Points for Consideration

13. After considering the facts stated and submissions made by both parties, the following question arises before this Authority:

- i. Whether the Respondent has violated provisions of the RE(R&D) Act, 2016?
- ii. Whether the complainants are entitled to relief sought? If so, to what extent?

D. Observations of Authority

Point I

14. Upon careful perusal of the records and the submissions placed before this Authority, it is observed that the subject project titled "Happy Homes-II (Shameerpet)", being developed by the Respondent, M/s. Bhuvanteza Infra Projects Private Limited, remains unregistered with this Authority. As per the Agreement of Sale dated 30.08.2022 executed between the Complainant and the Respondent, the proposed project is situated at Bommarasipeta, Shameerpet Mandal, Medchal-Malkajgiri District. The project, by its nature and extent, clearly exceeds the minimum threshold of 500 square metres prescribed under Section 3(2)(a) of the Real Estate (Regulation and Development) Act, 2016. Consequently, the project mandatorily requires registration under Section 3 of the Act. The Respondent-promoter's failure to obtain

such registration prior to marketing, sale, and execution of agreements constitutes a violation of Section 3, thereby attracting liability under Section 59 of the RE(R&D) Act, 2016.

15. It is further noted that, in a prior matter vide Complaint No. 286 of 2024, involving a different complainant but pertaining to the same project and the same Respondent-promoter, this Authority had already adjudicated upon similar facts and had imposed a penalty for violation of Section 3 of the RE(R&D) Act. Accordingly, the issue of unregistered development by the Respondent-promoter in the present matter stands on the same footing, and the violation has already been adjudicated by this Authority.

16. In addition, this Authority observes that the conduct of the Respondent-promoter reflects a recurrent and continued pattern of non-compliance with statutory mandates under the RE(R&D) Act, 2016. It is relevant to refer to Complaint No. 264 of 2024, wherein this Authority had taken cognisance of similar violations and had declared the Respondent as a "defaulter." The relevant extract from the said order is reproduced below for reference:

"35... Accordingly, Respondent No.1 is hereby declared to be a "defaulter" both in its capacity as a "promoter" and as an "agent" within the meaning of Sections 2(zk) and 2(zm) of the RE(R&D) Act, 2016. As a consequence, the Respondent shall be prohibited from undertaking, advertising, marketing, booking, selling, or registering any new real estate project or acting as a real estate agent within the jurisdiction of this Authority until such time as all existing dues, refunds, interest, penalties, and regulatory compliances are fully discharged to the satisfaction of this Authority."

17. Point I is answered accordingly.

Point II

18. Upon perusal of the material available on record, it is noted that the Complainant entered into an Agreement of Sale dated 30.08.2022 with the Respondent for the purchase of Flat No. 913, located in C-Block, 9th Floor of the project titled "Happy Homes-II (Shameerpet)". As per the terms of the said Agreement of Sale and pursuant to the various payments made prior thereto, the Complainant has paid a total sum of Rs. 10,00,000/- (Rupees Ten Lakhs Only) to the Respondent as sale consideration. The Complainant has also placed on record the relevant payment receipts and other documentary evidence evidencing the said transactions.

19. It is further observed from the record that the Respondent has neither obtained the requisite statutory approvals nor commenced any lawful construction activity on the site. Consequently, no progress has been made towards completion of the project, and possession

of the subject flat has not been delivered to the Complainant. It is also pertinent to note that the Respondent, being fully aware of its inability to refund the amounts received, issued a cheque bearing No. 295226 drawn on State Bank of India, Madhura Nagar Branch, for a sum of Rs. 5,50,000/-, which, as informed by the Respondent's own associate, lacked sufficient funds. Furthermore, the Respondent's Managing Director, by letter dated 03.02.2024, had undertaken to refund the entire amount in a phased manner, however, such promise too remained entirely unfulfilled. Such conduct on the part of the Respondent-promoter is indicative not merely of delay, but of a deliberate and continued failure to honour its contractual and statutory obligations towards the Complainant.

20. As already noted under Point No. I, the Respondent has not registered the project with this Authority, nor secured necessary development permissions. In the absence of such mandatory approvals, the Respondent is incapable of proceeding with lawful construction, rendering the completion of the project within agreed timelines impracticable.

21. In light of the above, the relief sought by the Complainant for possession cannot be granted, as the pre-conditions for commencement and completion of the project have not been fulfilled by the Respondent. It is further observed that the Respondent-promoter has effectively abandoned the project and, in all proceedings pertaining thereto, has failed to establish any genuine intent or credible plan to commence or resume construction. This Authority has already declared the Respondent as a defaulter. In such circumstances, this Authority is of the considered view that directing completion of the project is neither practical nor supported by any demonstrable capacity or intent on the part of the Promoter. Therefore, the Complainant is entitled to seek a refund of the amount paid along with applicable interest.

22. In this regard, Section 18(1)(a) of the Real Estate (Regulation and Development) Act, 2016 is applicable, which reads as follows:

"(1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building, —

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or

(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including

compensation in the manner as provided under this Act."

23. In view of the findings recorded hereinabove and in exercise of the powers under Section 18(1)(a) of the RE(R&D) Act, 2016, this Authority holds that the Complainant is entitled to withdraw from the project and seek a refund of the amount paid. Accordingly, the Complainant is entitled to a refund of the amount paid to the Respondent with interest at the rate prescribed under Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017, i.e., the State Bank of India's Marginal Cost of Lending Rate (MCLR) plus 2% per annum (i.e., 8.70% + 2% = 10.70%), calculated from the respective dates of payments made until the date of actual refund.

24. Point II is answered accordingly

E. Directions of Authority

25. In exercise of the powers conferred upon this Authority under Sections 37 and 38 of the Real Estate (Regulation and Development) Act, 2016, and in furtherance of the findings and conclusions drawn hereinabove, the following directions are hereby issued:

- i. The Respondent is directed to refund the entire amount of Rs. 10,00,000/- (Rupees Ten Lakhs Only) along with interest at the rate of 10.70% per annum (SBI MCLR of 8.70% + 2%) calculated from the respective dates of payment made by the Complainant until the date of actual refund by the Respondent. The said refund together with interest shall be made within thirty (30) days from the date of this Order

26. Failing to comply with the above-said direction by the Respondent shall attract penalty in accordance with Section 63 of the RE(R&D) Act, 2016

27. The complaint stands disposed of in the above terms. There shall be no order as to costs

Sd/-
Sri K. Srinivasa Rao,
Hon'ble Member,
TG RERA

Sd/-
Sri Laxmi Narayana Jannu,
Hon'ble Member,
TG RERA