

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 785 of 2025

Dated: 22nd June 2026

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

Between

Mr. Vidya Sagar Macharla

*(R/o #2-62/PSB/102, Flat No.102,
Sai Brindavanam, Annapurna Enclave,
Beside Sai Baba Temple,
Chandanagar, Telangana-500050)*

...Complainant

Versus

M/s. Vertex Vega Developers LLP,

Rep. by its Designated Partner, Mr. Vegesna Venkataraya Varma

*(R/o. Flat No. 502, Block-2, Nagarjuna Homes,
Nizampet Road, Kukatpally,
Hyderabad, Telangana- 500085)*

...Respondent

The present matter filed by the Complainants mentioned herein-above came up for hearing before this Authority in the presence of the Complainant, and the Respondent was absent. Upon hearing the submissions of all the parties, 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 is a Chartered Accountant by profession and was searching for a suitable residential apartment in and around the Serilingampally area. During this process, the Complainant came across the Respondent's residential project titled "Vertex 33 West", situated at Survey Nos. 26/P, 27/P, 28/45/P, 47/P and 53/P, Nallagandla Village, Serilingampally Mandal, Ranga Reddy District, Telangana, bearing RERA Registration No. P02400006931.

4. In the first week of May 2025, the Complainant visited the project site and thereafter requested the Respondent's officials to furnish Pahanis and other relevant revenue/title documents for the purpose of conducting legal due diligence.

5. Upon such request, the Respondent's officials demanded a sum of Rs. 1,00,000/-,

stating that the title documents would be shared only upon receipt of the said amount.

6. When the Complainant expressed concern regarding refund of the amount in case he decided not to proceed with the purchase after due diligence, the Respondent's officials categorically assured that the entire amount would be immediately refunded if the Complainant chose not to proceed.

7. Relying on the said assurance, the Complainant issued Cheque No. 000001 dated 08.05.2025 for Rs. 1,00,000/-, drawn on HDFC Bank, Chandanagar Branch, in favour of the Respondent. The said cheque was duly encashed on 13.05.2025.

8. Thereafter, when the Complainant requested an allotment letter or receipt acknowledging the payment, the Respondent's officials refused to issue any such document and instead instructed the Complainant to download documents from the RERA portal. The Complainant specifically sought Pahanis, which were never furnished by the Respondent.

9. Further, the unit orally offered by the Respondent's officials, being a flat in Block-B, 15th Floor, was not vastu compliant, no customization was permitted, and the Complainant's family was not inclined to proceed with the purchase.

10. Consequently, on 22.05.2025, the Complainant visited the Respondent's office, clearly conveyed his decision not to proceed with the purchase, and requested refund of the paid amount. At this stage, the Respondent's officials began evading the Complainant and ultimately stated that refund could not be processed as per firm policy.

11. The Complainant was taken by complete surprise by the said response, as the payment was made solely based on the unconditional assurance of refund. The conduct of the Respondent was unprofessional, evasive, and lacking transparency. The amount of Rs. 1,00,000/- represents the Complainant's hard-earned money, which the Respondent has illegally retained, amounting to unfair trade practice and cheating.

12. Left with no alternative, the Complainant issued a legal notice dated 07.07.2025 through counsel, demanding refund of the amount. The said notice was duly received by the Respondent on 08.07.2025, but no reply was issued, nor was the amount refunded.

13. Having exhausted all available remedies, the Complainant has been constrained to approach this Hon'ble Authority seeking appropriate reliefs under the provisions of the RERA Act.

B. Relief(s) Sought:

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

- i. *Direct the respondent to refund the amount of Rs. 1,00,000/- to the complainant.*

- ii. *Award interest at the rate of Highest Marginal Cost of Lending Rate of State Bank of India plus 2%, from the date of payment till the date of actual refund.*
- iii. *Pass such other order(s) as this Hon'ble Authority may deem fit and proper in the facts and circumstances of the case, in exercise of its powers under Sections 37 and 38 of the RERA Act*

C. Observations of Authority

15. This Authority has carefully considered the pleadings and material placed on record by the parties.

16. This Authority has carefully considered the pleadings, material placed on record, and the submissions made during the course of proceedings.

17. It is observed that the Respondent, during the pendency of the present proceedings, refunded a sum of Rs.1,00,000/- (Rupees One Lakh Only) to the Complainant on 11.03.2026, being the principal amount paid by the Complainant. Subsequently, the Respondent further paid an additional sum of Rs.20,000/- (Rupees Twenty Thousand Only) on 08.04.2026, which the Complainant has accepted towards full and final settlement of all claims, disputes, and demands arising out of or in connection with the present complaint.

18. The Complainant, who appeared before this Authority, has confirmed receipt of the said amounts aggregating to Rs.1,20,000/- and has stated that he has no further claims against the Respondent in relation to the subject matter of this complaint, including any claim for interest or costs.

19. This Authority notes that the payment of Rs.20,000/- in addition to the principal refund.

20. In view of the foregoing, this Authority is of the considered opinion that the grievance of the Complainant has been amicably resolved between the parties during the pendency of these proceedings, and no cause of action survives for adjudication before this Authority.

21. In light of the above observations and the settlement having been arrived at between the parties during the pendency of the proceedings, the present Complaint No. 785 of 2025 stands closed as settled.

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

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