

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 388 of 2025

Dated: 17th November 2025

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

Shri. B. Abhinay

*H.No 10-100/5/6/B, Plot No 111N,
Ramakrishna nagar colony, Peerzadiguda,
Uppal, Medchal, 500098*

...Complainant

Versus

M/s Jayathri Infrastructures India Pvt Ltd

Rep. by its Managing Director, Kakarla Srinivasa

R/o: Plot No: 140/141,

Eminent Plaza, 6th Phase KPHB colony,

Kukatpally, Hyderabad - 500085

...Respondent

The present matter, filed by the Complainant as mentioned hereinabove, was taken up for hearing on 16.09.2025 before this Authority. The Complainant appeared in person, whereas there was no appearance on behalf of the Respondent despite due service of notice. Accordingly, the matter was set ex parte. Upon hearing the submissions advanced by the Complainant and perusal of the material available on record, this Authority proceeds to pass the following **ORDER:**

2. The present Complaint has been filed by the Complainant 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 Respondents.

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

3. It was submitted that the Complainant invested a total sum of ₹43,93,750/- (Rupees Forty Three Lakhs Ninety Three Thousand Seven Hundred and Fifty Only) in the Respondent's residential project known as "Jaya Hilton," located at Ameenpur.

4. It was further submitted that the said amount was paid through various transactions. This included a payment of ₹7,50,000/- via RTGS on 10-03-2021 (Ref. No. UBINH21069465537) and a subsequent payment of ₹11,93,750/- via RTGS on 04-04-2021 (Ref. No. SBINR52021040319126631). The Complainant stated that the remaining balance of ₹24,50,000/- was paid in cash, for which payment receipts were issued by the "Jaya group."

5. It was contended that in return for this total consideration, the Respondent promised to allot and deliver a semi-furnished flat, specifically identified as Flat No. 504 on the 5th floor of Block 8A, admeasuring 1555 sq. ft. The Complainant stated that this project was to be constructed on land in Survey Nos. 334P, 335P, 341 & 342, situated at Ameenpur Village.

6. It was submitted that a Memorandum of Understanding (MoU) was executed on 11th March 2021 between the Complainant and the Respondent company, "Jayathri Infrastructure India Private Limited," formalizing this transaction.

7. The Complainant alleged that despite the execution of the MoU and the payment of the full agreed amount, there had been "no progress" on the construction of the project for nearly four years. It was contended that the Respondent, represented by Mr. Kakarla Srinivas, had completely failed to honor the commitments made in the MoU and had failed to build or deliver the promised residential flat.

B. Reliefs Sought

8. Accordingly, the Complainant sought the following reliefs:

- i. *Issue Order for Refund of the amount Rs 43,93,750/-.*
- ii. *Issue Orders to pay the interest on the invested principal amount as per the rules.*
- iii. *In case of failing to do so, issue order to allocate the promised/equivalent residential flat immediately.*

C. Points to be determined:

9. Based on the facts and circumstances placed before this Authority, the following question arise for adjudication:

- I. Whether the Complainant is entitled to the reliefs sought? If so, to what extent?

D. Observations of the Authority:

10. The record clearly indicates that despite due service of notice, the Respondent has failed to appear before this Authority, nor has it filed any written response or made any representation to contest the allegations made by the Complainant. Such persistent non-appearance and failure to respond, despite repeated opportunities afforded, demonstrate a deliberate disregard for the proceedings of this Authority. Therefore, after being satisfied that due process was duly followed and all procedural requirements were complied with, this Authority was constrained to proceed ex parte against the Respondent by order dated 16.09.2025, and the matter is being adjudicated based on the pleadings, documents, and submissions placed on record by the Complainant.

11. Upon perusal of the record, it is observed that the Complainant had agreed to purchase a residential flat in the project titled “Jaya Hilton,” being marketed and promoted by M/s Jayathri Infrastructures India Private Limited. The Complainant agreed to pay the sale consideration in instalments, and in pursuance thereof, made substantial payments to the Respondent aggregating to ₹43,93,750/- (Rupees Forty Three Lakh Ninety Three Thousand Seven Hundred And Fifty Only), duly acknowledged by the Respondent through issuance of receipts out of the total sale consideration of ₹49,00,000/- (Rupees Forty Nine Lakh Only). The receipts were duly produced on record by the Complainant as proof of consideration having been paid towards the said allotment.

12. However, despite having collected substantial consideration from the Complainant, the Respondent neither commenced any construction activity in the said project nor demonstrated any bona fide intention to fulfil its contractual obligations. Such continued inaction, despite receipt of significant funds, indicates a deliberate and dishonest course of conduct by the Respondent.

13. Having collected consideration from the Complainant without demonstrating title, authority, or registration, and having failed to commence or complete any construction or deliver possession, the Respondent’s conduct squarely attracts the provisions of Section 18(1) of the RE(R&D) Act, 2016. The said provision stipulates that where the promoter fails to complete or is unable to give possession of an apartment, plot or building, the allottee shall be entitled to withdraw from the project and claim refund of the amount paid along with interest at the prescribed rate.

14. In the present case, the Respondent has neither completed the project nor initiated the mandatory statutory processes required for lawful execution of the project. Such continued failure to act constitutes a clear violation of the statutory obligations imposed on promoters under the RE(R&D) Act, 2016.

15. It is pertinent to note that this Authority has already adjudicated similar complaints arising out of the same project, “Jaya Hilton Project”, promoted by M/s Jayathri Infrastructures India Pvt. Ltd., Complaint No. 163 of 2025 & Ors (Jaya Hilton Batch II). In those matters as well, the Authority had observed identical patterns of non-compliance, inter alia, the collection of substantial amounts from allottees under a pre-launch offer and failure to commence construction within a reasonable period. The Authority had further recorded findings that M/s Jayathri Infrastructures India Pvt. Ltd., without holding an unencumbered and marketable title over the subject tower, had nevertheless proceeded to enter into subsequent Memorandum of Understanding with third parties. It is also significant to note that in the said proceedings, the Respondent therein, M/s Jayathri Infrastructures India Pvt. Ltd., acknowledged the lapses and agreed to refund the amounts collected from the respective allottees. The said findings, observations, and undertakings are therefore squarely applicable and relevant to the facts and circumstances of the present case.

16. Consequently, in light of the above findings and the Respondent’s continued failure to fulfil its obligations, this Authority holds that the Respondent is liable to refund the entire amount of ₹43,93,750/- (Rupees Forty Three Lakh Ninety Three Thousand Seven Hundred And Fifty Only) collected from the Complainant, along 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 highest marginal cost of lending rate (MCLR) plus two percent per annum*, calculated from the respective dates of payment till the date of actual refund.

E. Directions of the Authority

17. In accordance with the discussions made above, this Authority, vide its powers under Sections 37 and 38 RE(R&D) Act, 2016, issues the following directions to the Respondent:

- i. The Respondent is directed to refund the balance amount of ₹43,93,750/- (Rupees Forty Three Lakh Ninety Three Thousand Seven Hundred And Fifty Only) along with interest at the rate of 10.75% per annum (SBI MCLR of 8.75% + 2%) calculated from the

respective dates of payment till the date of actual refund. The said refund, together with interest, shall be made within thirty (30) days from the date of receipt of this order.

- ii. 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.
18. In view of the above, the present complaint is disposed of. 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

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

