

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 217 of 2024

31st October 2025

Quorum:

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

Yogesh Sadula

*Plot No.133, FNO 401, 4th floor, Prashanth Nagar
Kondapur, K.V. Rangareddy
Telanagana 500084*

...Complainant

Versus

1. SVB Estates, rep. by Venkata Rao Marpina (Managing Partner)

*R/o- H. No.1-62/K/84, 3rd floor, Beside Dwaraka Summit Building
Kavuri Hills Road, CBI Colony
Jubilee Hills, Madhapur,
Hyderabad, Telangana 500033*

2. SVB Estates, rep. by Shaik Shabana (Managing Partner)

*R/o- H. No.1-62/K/84, 3rd floor, beside dwaraka Summit BUILDING
Kavuri Hills Road, CBI Colony
Jubilee Hills, Madhapur,
Hyderabad, Telangana 500033*

3. Srinivas Gupta Narayana

*R/o- H. No. 57-8, Upstairs, Narayana Nialayam
Old Municipal Office Road
Fort Kurnool, Kurnool
Andhra Pradesh-518001*

4. Nukala Balakrishna

*R/o-H. No.17-40, Shankar Ganj
Wanaparthi, Savaigudem
Mahabubnagar,
Telangana 509103*

5. Pepalla Satish Kumar

*R/o-8-3-720/6-1, Salivahana Nagar
Near HP Gas Godown, Srinagar Colony
Khairatabad, Hyderabad
Telangana 500073*

...Respondents

The present matter filed by the Complainant herein came up for hearing on 23.07.2025 before this Authority in the presence of and Complainant and Respondent No.1 in person, and after hearing the submissions made by both the parties, this Authority passes 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:

3. The Complainant submitted that he had paid a cumulative amount of Rs. 26,00,000/- in multiple transactions over a span of five years, commencing from 08.08.2019 until the present date, to Mr. Venkat Rao Marpina and Mrs. Shaik Shabana, towards the promise of an open plot registration at a layout named "Bird of Paradise", bearing Layout Permit No. 000176/LO/Plg/HMDA/2022, which is being marketed and managed by SV Bhrugu Estates (SVB Estates), a firm owned by Srinivas Gupta Narayana and Nukala Balakrishna. The Complainant submitted that the promised plot was Plot No. 28, admeasuring 200 Sq. Yards, situated at Survey No. 115/P (subdivisions 115/B/A and 115/AA/A), located in Peddatopra village, Shamshabad Mandal, Rangareddy District, Telangana.

4. The Complainant further alleged that as per the mutual understanding and agreement between the parties, the said plot was to be registered in his name on or before 30.12.2022. However, despite his repeated requests and follow-ups, Mr. Venkat Rao and Mrs. Shaik Shabana failed to fulfill their promise and continued to mislead him with false assurances. The Complainant alleged that this conduct was part of a deliberate attempt to extract more money from him, without any real intention of either effecting the registration or refunding the amounts already paid. Further, the said individuals have now become completely unreachable and have been ignoring all his phone calls and other modes of communication, thereby avoiding accountability for their conduct.

5. The Complainant, as reflected from the Agreement of Sale, agreed to purchase the said property for a total sale consideration of Rs. 34,00,000/- (Rupees Thirty-four Lakhs only). The PURCHASER has paid advance amount of Rs. 26,00,000/- (Rupees Twenty-six Lakhs only) out of which Rs. 2,00,000/- (Rupees Two Lakhs only) by way of Cheque 000659/ICICI Bank, Date 08/08/2019 and Rs. 5,00,000/- (Rupees Five Lakhs only) by way of Cheque 000058/HDFC Bank, Date 04/10/2019 and Rs. 5,00,000/- (Rupees Five Lakhs only) by way of Cash, Date 04/10/2019 and Rs. 2,00,000/- (Rupees Two Lakhs only) by way of Cash, Date 30/06/2022 and Rs.5,00,000/- (Rupees Five Lakhs only) by way of cash dated 11/09/2022 and Rs.2,00,000/- (Rupees Two lakhs only) by transfer dated 20/10/2022 and RS.5,00,000/-

(Rupees Five lakhs only) by way of cash dated 07/12/2022 Balance amount of Rs. 8,00,000/- (Rupees Eight Lakhs only), for this the Respondent No.1 has issued receipts to the complainant.

6. The Complainant alleged that from 2019 till June 2022, over a period of almost three years, he was given repeated excuses and his allotted plot was changed on three separate occasions without his consent. He further submitted that due to his prolonged wait and continued pleading for registration, one Mr. Valipi Ankaiah alias Avinash, an agent of Bhrigu Infra, suggested that he shift to a different layout project known as “Bird of Paradise”, citing issues with Fortune Paradise registrations. Moreover, the Complainant submitted that “Bird of Paradise” layout, bearing HMDA Permit No. 000176/LO/Plg/HMDA/2022, was situated at Survey No. 115/P, Peddatopra village, Shamshabad Mandal, and was being managed by Mr. Venkat Rao’s other firm, SV Bhrugu Estates. The Complainant requested for transfer of his allotment to the said project, to which Mr. Venkat Rao agreed, but simultaneously demanded additional payments.

7. The Complainant alleged that pursuant to this demand, he paid Rs. 2,00,000/- in cash on 30.06.2022 to SV Bhrugu Estates. Subsequently, under the pretext of requiring money for layout permits and with a promise of imminent registration, the Complainant was forced to pay another Rs. 5,00,000/- in cash on 11.09.2022. Further, the Complainant submitted that he was told to prepare for registration, but on the scheduled day, Mr. Venkat Rao postponed the registration citing vague reasons. Thereafter, the Complainant was informed by Mr. Venkat Rao that the Rs. 8,00,000/- previously paid to Fortune Realty could not be recovered, and that the Complainant must pursue recovery of that amount on his own. The Complainant alleged that he eventually established contact with a representative from Fortune Realty and requested for refund of the said amount. While he was pursuing this, Mr. Venkat Rao again approached him and under threat of cancellation of allotment, coerced him into paying an additional Rs. 2,00,000/- via RTGS on 20.10.2022, which was acknowledged by receipt dated 27.10.2022.

8. The Complainant further submitted that on 07.11.2022, Fortune Realty refunded Rs. 8,00,000/- by way of cheque bearing No. 02172094 drawn on Union Bank in the name of the Complainant. The Complainant alleged that upon learning about this refund, Mr. Venkat Rao wrongfully claimed entitlement to this amount and began to harass and threaten the Complainant, insisting that the refunded amount was his and that he would initiate legal proceedings if the money was not returned.

9. The Complainant alleged that Respondent No.1 and Respondent No. 2 have engaged in persistent extortion and mental harassment by threatening cancellation of plot allotment without any clarity or guarantee either regarding the registration of the promised plot or the refund of the money already paid by the Complainant. The Complainant alleged that this entire course of conduct has financially and mentally exploited him for over five years.

B. Relief(s) Sought:

10. In view of the above-mentioned facts and circumstances, the Complainant has prayed for the following reliefs:

- a) To direct the Respondents to refund the full amount paid (Rs. 26,00,000/-).
- b) To direct the Respondents to pay the promised interest on the total payment made, i.e., at the rate of 2% per month as agreed in the sale agreement.

C. Observation of the Authority

11. In the present case, it is noted that the said project is under adjudication in *Suo Motu Proceedings No. 3037/2025* for violation of Sections 3, 4 & 9 of the RE(R&D) Act, 2016. This Authority refrains from entering into the merits of the same in the present complaint, as duly addressed in the aforesaid suo motu proceedings, and therefore, no separate finding is warranted in this case on that aspect.

12. The Complainant has placed on record the Agreement of Sale dated 06.12.2022, executed for the purchase of Residential Plot No. 28, admeasuring 200 square yards, for a total sale consideration of ₹34,00,000/-, in the project titled "*Bird of Paradise*", situated in Survey No. 115(P), bearing Layout Permit No. 000176/LO/Plg/HMDA/2022, located at Peddatupra Village, Shamshabad Mandal, Ranga Reddy District.

13. Upon careful consideration of the material available on record and the submissions made by both parties, it is observed that, in terms of the Agreement of Sale dated 06.12.2022 executed between the Complainant and Respondent No. 1, the Complainant had paid an aggregate sum of ₹26,00,000/- by way of bank transfer and ₹8,00,000/- in cash. It is admitted in the main complaint that the Respondent refunded the sum of ₹8,00,000/- to the Complainant. The total sale consideration of ₹34,00,000/- in respect of the subject plot.

14. As per the terms of the said Agreement of sale, the Respondent No.1 had undertaken to complete the registration of the said plot in favour of the Complainant on or before 30.12.2022.

However, despite repeated assurances and multiple opportunities granted to comply, the Respondent No.1 failed to perform his contractual obligations. During the course of hearing, the Respondent No.1 again assured this Authority that the registration would be completed on or before 15.06.2025, but no supporting documentary evidence or progress toward fulfillment of this commitment was produced. The Respondent No.1 repeated deferments and unsubstantiated assurances indicate a lack of bona fide intent to execute the promised registration.

15. The Authority notes that the Complainant, acting in good faith, extended ample opportunities to the Respondent No.1 to either effect the registration or refund the amount paid. Furthermore, the complainant filed a memo seeking a 30-day period from this Authority to explore an amicable settlement. Despite the said opportunity, no resolution was achieved. The Respondent No.1 persistent failure to comply within the extended period, coupled with his non-production of any verifiable evidence showing steps taken towards registration, clearly establishes deliberate non-performance.

16. Upon scrutiny of the records, it is evident that Respondent No. 1 collected substantial amounts from the Complainant under the pretext of registering a plot in a layout project not registered under the Real Estate (Regulation and Development) Act, 2016. As per the Agreement of Sale dated 06.12.2022, Respondent No. 1 offered to sell the residential plot, assuring that necessary HMDA approvals would be obtained within 25 days and that registration would be completed on or before 20.12.2022, failing which the sale consideration would be refunded with interest. However, Respondent No. 1 failed to secure the requisite approvals, establish ownership, or effect registration. The misleading particulars furnished regarding registration and the collection of monies without lawful authority constitute a clear violation of the provisions of the Real Estate (Regulation and Development) Act, 2016.

17. Further during the hearing, Respondent No. 1 submitted an undertaking affidavit dated 22.01.2025, wherein the Respondent No.1 stated that the subject plot would be registered in favour of the Complainant. However, the Respondent No.1 has failed to comply with the said undertaking, and no evidence of registration has been placed before this Authority till date, despite having received the total sale consideration from the Complainant. This Authority deems it appropriate that the provisions of Section 18 of the Real Estate (Regulation and Development) Act, 2016 will attract. The failure of Respondent No. 1 to adhere the terms of the Agreement of Sale, without any justifiable cause, and further failed to obtain requisite

approvals and effect registration due to which the Respondent is unable to give possession of the subject plot to Complainant, due to which complainant wishes to withdraw from the project after waiting for indefinite period, the Respondent is held liable to refund the amount received Complainant as per section 18 of the RE(R&D) Act, 2016.

18. It is pertaining to look into the provisions of Section 18(1) of the RE(R&D) Act, 2016 which reads as follows:

“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.”

19. Therefore, Respondent No. 1 is liable to pay the refund the total sale consideration of Rs. 26,00,000/- (Rupees Twenty-Six Lakhs Only) received from the Complainant, along with interest at the rate of 10.75% (SBI MCLR 8.75% + 2%), calculated from the date of collection of each payment till the date of actual refund, though Respondent No. 1 submitted an undertaking affidavit expressing intent to register the plot within 90 days from the date of RERA project registration, the same has not been complied with. The Respondent's conduct indicates a deliberate attempt to mislead the allottee, and the Complainant cannot be expected to wait indefinitely for registration. Accordingly, the refund with interest is hereby directed under Section 18 of the Real Estate (Regulation and Development) Act, 2016.

D. Directions of the Authority:

20. This Authority, vide the powers vested under Section 37 of the RE(R&D) Act, 2016, passes the following directions:

- i. The Respondent No.1 is hereby directed to refund the total sale consideration amount of ₹26,00,000/- (Rupees Twenty-Six Lakhs Only) received from the Complainant

towards an open plot at a layout named "Bird of Paradise", bearing Layout Permit No. 000176/LO/Plg/HMDA/2022, within (30) thirty days from the date of receipt of this order.

- ii. The above refund shall be made along with interest at the rate of State Bank of India's highest MCLR 8.75% + 2%, i.e., 10.75% interest, calculated from the date of collection of each payment made by the Complainant till the date of actual refund, strictly in terms of Section 18(1)(a) of the RE (R&D) Act, 2016 read with Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017.
21. Failing to comply with the above-said directions by Respondent shall attract penalty in accordance with Section 63 of the RE(R&D) Act, 2016.
 22. The Complaint is disposed of in lieu of the above directions. 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

