

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Dated: 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

Complaint No. 5 of 2025

1. G. Komali

*W/o. K. Chenchu Rama Rao,
R/o. H. No. 5-171, Indira Nagar Colony,
Shanti Nagar, Waddepalli Mandal,
Jogulamba Gadwal District – 509126.*

...Complainant

Versus

1. Trishakthi Home Consultancy Private Limited

*Rep. by its Managing Director, Mr. V. Sreenivas Singh
R/o: H. No. 3-11-494, Plot No. 13 & 20, 3rd Floor,
Shiva Ganga Colony, Opp. Street to Reliance Petrol Bunk,
Rajiv Gandhi Nagar, L.B. Nagar, Hyderabad – 500074.*

...Respondent no. 1

2. Trivista Ventures Private Limited

*Rep. by its Managing Director, Mr. Ch. V. Rama Varma
R/o: Tollywood TV Channel Building, Road No. 8, Durga Bhavani Nagar,
Giani Zail Singh Nagar, Film Nagar, Hyderabad.*

...Respondent no. 2

3. Mr. Varun Kumar Reddy Dumpa

*S/o. Mr. Venkateswara Reddy Dumpa,
R/o. Plot No. 13 & 20, 3rd Floor, Shiva Ganga Colony,
Opp. Street to Reliance Petrol Bunk,
Rajiv Gandhi Nagar, L.B. Nagar,
Hyderabad – 500074.*

...Respondent no. 3

Complaint No. 55 of 2025

1. Sreedevi Raparla,

*W/o, Suresh Babu Raparla,
R/o, 7-248, Velamvari Street, Bobbili,
Vizainagaram — 535558*

Represented by her Special Power of Attorney Holder

Mrs. G. Komali,

*W/o. K. Chenchu Rama Rao,
R/o. 5-171, Indira Nagar Colony,
Shanti Nagar, Waddepalli Mandal,
Jogulamba Gadwal District — 509126*

2. G. Komali

*W/o. K. Chenchu Rama Rao,
R/o. H. No. 5-171, Indira Nagar Colony,
Shanti Nagar, Waddepalli Mandal,
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...Respondent no. 3

The present matter filed by the Complainant mentioned herein above came up before this Authority in the presence of the Counsel for Complainant and none for the Respondent, and upon hearing the submissions of the Complainant, this Authority proceeds to pass the following **ORDER**:

2. This Complaint has been filed under Section 31 of the Real Estate (Regulation and 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 action against the Respondents.

3. Given the similarity in the subject matter and the nature of reliefs sought in both cases, they have been consolidated for the sake of convenience and to avoid unnecessary repetition.

A. Brief facts of the case:

4. It is stated by Mrs. Sreedevi Raparla (**hereinafter referred to as Complainant No. 1**) that she is a resident of Bobbili, Vizainagaram and that Mrs. G. Komali (**hereinafter referred to as Complainant No. 2**) is her relative.

5. In December 2022, while searching for open plots, the husband of Complainant No. 2 (G. Komali) came across a real estate venture titled “*Sree Rugveda – Sree Ambika*”, located at Kondurg Village and Mandal, Ranga Reddy District. He expressed interest in the project and shared his contact number for further details with the representatives of Respondent No.1. Subsequently, he received a call from a person introducing himself as Mr. Ramu, who claimed to be an employee of Respondent No. 1 and associated with the sales department of the said venture. He informed that Respondent No. 1 was engaged in the business of developing open plot ventures and had developed “*Sree Rugveda – Sree Ambika*” admeasuring Ac. 16–14 guntas in Kondurg Village.

6. It is submitted that Respondent No. 3 (Varun Kumar Reddy Dumpa), who identified himself as “Ramu,” personally took the husband of Complainant No. 2 for a site visit and later escorted him to the office of Trishakthi Land Management LLP at Khajaguda. There, the husband met the Managing Director of Trishakthi Home Consultancy Private Limited, Mr. V. Sreenivas Singh, and discussions were held regarding the sale of plots. The respondents allegedly assured that all permissions and approvals from competent authorities had been secured and induced the Complainants to invest, promising “spot registration” and rapid appreciation in land value.

7. Based on these representations, Plot No. 9 was booked in the name of Smt. G. Komali (Complainant No. 2), and subsequently, Smt. Sreedevi Raparla (Complainant No. 1 in Complaint No. 55 of 2025) and her husband, Sri Suresh Babu Raparla, also expressed interest and booked Plot No. 10 in the same venture. It is further submitted that after negotiations, the price of Plot No. 9 was finalized at ₹ 16,50,000, and that of Plot No. 10 at ₹ 16,00,000, both with a promise of spot registration. Pursuant thereto, the Complainants and their family members began transferring amounts as instructed by Respondent No. 3.

8. It was further submitted that in relation to the payments made by Complainant no. 1 for purchase of Plot no. 10, documentation was issued by two different entities. Trishakthi Home Consultancy Private Limited allegedly issued two Cash Payment Vouchers: one for ₹5,00,000/- dated 18-12-2022 and another for ₹11,72,000/- dated 26-12-2022. Simultaneously, Trivista Ventures Private Limited, described as a marketing partner, issued multiple receipts between 19-12-2022 and 23-01-2023 for a total sum of ₹16,00,000/-.

9. It was similarly submitted that Complainant no. 2 had agreed for purchase of Plot no. 9 for the total sale consideration of ₹16,00,000/-, and the consideration paid by the Complainant was ₹12,36,600/-. It was stated that in support of the payments, Trishakthi Home Consultancy Private Limited had issued Cash Payment Vouchers for a sum of ₹10,29,600/-, which included Voucher No. 24 for ₹27,000/- dated 09-12-2022, Voucher No. 32 for ₹5,40,000/- dated 13-12-2022, and Voucher No. 38 for ₹4,62,600/- dated 16-12-2022. It was also pointed out that Trivista Ventures Private Limited, described as a marketing partner of Trishakthi Home Consultancy Private Limited, had simultaneously issued separate receipts for a total sum of ₹9,51,000/-. These receipts were dated 14-12-2022 for ₹50,000/-; 15-12-2022 for ₹5,00,000/-; two receipts dated 16-12-2022 for ₹50,000/- and ₹1,44,000/- respectively; and a receipt dated 03-07-2023 for ₹2,07,000/-.

10. It later came to light in March 2023 that the person representing himself as “Ramu” was, in fact, Mr. Varun Kumar Reddy Dumpa, the Financial Manager of Trivista Ventures Pvt Ltd, thereby revealing an instance of impersonation and deception. Both Complainants allege that this discovery confirmed the fraudulent conduct of the Respondents.

11. The Complainants submit that despite repeated requests, reminders, and follow-ups, the Respondents failed to execute registrations for either plot. During one such visit, Complainants discovered that Agreements of Sale dated 21.12.2022 had been prepared in their name by Trivista Ventures Pvt Ltd, falsely acknowledging receipt of part of the sale consideration and

forging their signature. The Respondents allegedly retained the original of the forged document.

12. It is further submitted that upon persistent follow-up, Respondent No. 2 (Trivista Ventures Pvt Ltd) and its Managing Director, Mr. Ch. V. Rama Varma, assured the Complainants that registration would be completed by 17 March 2023, later extending the deadline to 5 April 2023, citing legal difficulties. However, the assurances were never honoured.

13. On 11 April 2023, the Complainants personally visited the office of Respondent No. 2, where a letter was issued on plain paper stating that the plots would be registered by 17 April 2023, failing which the amounts paid would be refunded with interest @ 2% per month. Despite this written undertaking, no registration was carried out, nor was any refund made.

14. The Complainants state that due to the Respondents' deceitful conduct and continuous postponement, the husband of Complainant No. 2 suffered mental distress, left his overseas employment, and returned to India on 12 April 2023, resulting in loss of income and severe hardship to the family.

15. Subsequently, upon further inquiry, both Complainants discovered that the plots Nos. 9 and 10, for which sale consideration had been paid and agreements purportedly prepared, had been sold to third parties, thereby making it impossible for the Respondents to perform the sale in their favour. This, the Complainants allege, demonstrates deliberate cheating and fraudulent intent.

16. The Complainants contend that the Respondents have violated multiple provisions of the Real Estate (Regulation and Development) Act, 2016, including Section 4, Section 10, Section 11(4)(a), Section 11(4)(b), and Section 18.

B. Relief Sought:

17. In light of the aforementioned facts, the Complainant has prayed for the following relief before the Authority:

- i. *To direct an inquiry into the actions of the Respondents, specifically their failure to register the plot, and levy appropriate penalties.*
- ii. *To hold Respondents No. 1 and 2, namely Trishakthi Home Consultancy Private Limited and Trivista Ventures Private Limited, jointly and severally liable for their acts of deception, misrepresentation, and the consequent financial losses suffered by the*

Complainant, in terms of Section 18 of the Real Estate (Regulation and Development) Act, 2016.

- iii. *To Initiate action against Respondent No. 2, Trivista Ventures Private Limited, for falsely portraying itself as the authorized marketing agency of Trishakthi Home Consultancy Private Limited without due registration, and against Respondent No. 3, Mr. Varun Kumar Reddy Dumpa, who acted as an agent without proper registration under Section 10 of the RE(R&D) Act.*
- iv. *To blacklist Respondents No. 1 and 2, viz., Trishakthi Home Consultancy Private Limited and Trivista Ventures Private Limited, from engaging in any further real estate transactions or projects under the purview of this Hon'ble Authority, as authorized under Section 35 of the RE(R&D) Act, 2016.*
- v. *To direct the Respondents to refund the entire sale consideration of ₹16,72,000/- paid by the Complainant No.1, and Rs. 12,36,000/- paid by Complainant no. 2 along with interest @ 36% per annum, accruing from the date of each payment until realization, in terms of Section 18 of the Act.*
- vi. *To direct the Respondents to compensate the Complainant No.2 for the employment loss suffered by the Complainant's husband due to the Respondents' willful delay and fraudulent practices, in the amount equivalent to three months' salary, i.e., INR 9,02,000/- per month.*
- vii. *To award damages of ₹10,00,000/- (Rupees Ten Lakhs only) to each of the Complainants for the severe mental agony, emotional distress, and financial hardship caused due to the Respondents' intentional and unlawful conduct.*
- viii. *To pass such further orders or directions as this Hon'ble Authority may deem fit and proper in the interest of justice and equity.*

C. Observations of the Authority:

18. In the present matter, despite due service of notices and the grant of several opportunities, the Respondents have failed to appear, either in person or through any authorized representative. No written statement or documentary evidence has been filed on their behalf. Accordingly, the Respondents have been set *ex parte*, and the case is being adjudicated on the basis of the material placed on record and the submissions advanced by the Complainant.

19. At the outset, it is observed that Smt. G. Komali, who is referred to as Complainant No. 2 herein, has filed Complaint No. 05 of 2025 in respect of Plot No. 9 situated in the venture known as “*Sree Rugveda – Sree Ambika*” at Kondurg Village and Mandal, Ranga Reddy District. The same individual, Smt. G. Komali, has again been arrayed as Complainant No. 2 in Complaint No. 55 of 2025, which, however, pertains to Plot No. 10, belonging to Smt. Sreedevi Raparla (Complainant No. 1 in Complaint No. 55 of 2025).

20. The Authority notes that the reliefs sought in Complaint No. 55 of 2025 pertain exclusively to Plot No. 10 owned by Complainant No. 1, and do not relate to the property of Smt. G. Komali (Plot No. 9). Consequently, Smt. G. Komali’s grievance in respect of her own plot shall be examined only in Complaint No. 05 of 2025, where the reliefs directly pertain to her property.

21. Therefore, for the sake of convenience, Smt. G. Komali shall hereinafter be referred to as Complainant No. 2, and her case shall be considered solely within Complaint No. 05 of 2025, while Complaint No. 55 of 2025 will be confined to the grievance of Complainant No. 1 (Smt. Sreedevi Raparla).

22. The complainants have approached this Authority stating that they had purchased open plots in a project known as “*Sree Rugveda – Sree Ambika*” situated at Kondurg Village and Mandal, Ranga Reddy District. It is observed that the transactions relating to both plots were facilitated by Respondent No. 2, M/s Trivista Ventures Private Limited, which acted as the marketing and facilitating entity in the sale of plots under the said venture. Respondent No. 1, M/s Trishakthi Home Consultancy Private Limited, is represented as the principal entity engaged in the business of developing open-plot ventures and was projected to be associated with the said project “*Sree Rugveda – Sree Ambika*.” Respondent No. 3, Mr. Varun Kumar Reddy Dumpa, is stated to have acted as an intermediary who initially introduced himself to the complainants under the assumed name of Ramu, coordinated the site visits, collected amounts towards sale consideration in his personal account, and facilitated communication between the complainants and Respondents No. 1 and 2. The complainants assert that despite having paid substantial amounts towards the sale consideration of the respective plots, neither the sale deeds were executed nor possession delivered, and that the Respondents have wilfully defaulted on their obligations.

23. Upon perusal of the material placed on record, it is observed that the transactions for both the complainants were primarily facilitated by Respondent No.2, who acted as the

marketing intermediary. With respect to Respondent No.3, Mr. Varun Kumar Reddy Dumpa, the complainants have raised certain allegations that he, under the name of “Ramu,” facilitated the sale and collected amounts in his personal bank account. However, there is no credible or corroborative evidence on record to establish his direct involvement in the transactions. Therefore, this Authority does not find sufficient material to conclude the active participation of Respondent No.3 in the transactions within the purview of the Act.

24. In respect of Complainant No.2, it is observed that she had agreed to purchase Plot No.9 in the said project, for a total sale consideration of ₹16,50,000/-. The complainant has stated that she paid a sum of ₹12,36,600/- towards the said plot and has produced receipts issued by both Respondent No. 1 and Respondent No. 2 in support of her claim. The records show that Respondent No. 1 issued receipts acknowledging payment of ₹10,29,600/-, and Respondent No. 2 also issued receipts acknowledging payment of ₹9,51,000/-, which pertain to payments made towards the same plot, i.e., Plot No. 9.

25. Further, Respondent No.2 has executed an Agreement of Sale dated 21.12.2022 in favour of Complainant No.2, acknowledging receipt of ₹7,44,000/- as part payment towards the total consideration of ₹16,50,000/-, and undertaking to execute and register the Sale Deed on or before 09.02.2023. However, despite execution of the Agreement of Sale, the Respondent has neither executed the Sale Deed nor handed over possession of the said plot.

26. Similarly, in respect of Complainant No.1, the material on record shows that she had agreed to purchase Plot No.10 for a total consideration of ₹16,00,000/- and made payments aggregating to ₹16,72,000/-, inclusive of registration charges. The complainant has placed on record receipts and vouchers issued both by Respondent No.1 and Respondent No.2, evidencing payment of various amounts between 19.12.2022 and 26.12.2022. The records further shows that Respondent No. 1 issued receipts acknowledging payment of ₹16,72,000/-, and Respondent No. 2 also issued receipts acknowledging payment of ₹16,00,000/- both pertaining to Plot No. 10.

27. Respondent No.2 also executed an Agreement of Sale dated 21.12.2022 in favour of Complainant No.1, recording receipt of ₹10,00,000/- as part of the consideration and stipulating that the Sale Deed would be executed and registered on or before 09.02.2023. However, despite execution of the Agreement, the Respondent failed to execute the Sale Deed or deliver possession of the plot.

28. The Complainants have contended that the project belongs to Respondent No. 1, while Respondent No. 2 acted as its marketing partner and that certain payments were made to the personal account of Respondent No. 3. However, the Complainants have not furnished any clarification as to who is legally entitled to the said plots, nor have they produced any brochure, advertisement, or prospectus to establish ownership or the promoter status of any of the Respondents.

29. The Agreements of Sale dated 21.12.2022 were executed by Respondent No. 2, acting as a Vendor and had described itself as the “Authorized Marketing Company” and acknowledged receipt of part of the total sale consideration. The Complainants have not established who among the Respondents is the lawful owner or promoter of the project, nor is there any material on record evidencing an arrangement between Respondent No. 1 and Respondent No. 2 concerning the development and sale of the plots.

30. Upon perusal of the documents on record, this Authority observes that both Respondent No. 1 and Respondent No. 2 have received consideration amounts from the Complainants and issued receipts acknowledging the same. Once the Respondents have collected such consideration and failed to execute the Sale Deeds or deliver possession, the liability to refund these amounts, with applicable interest, necessarily arises under 18(1) of the Real Estate (Regulation and Development) Act, 2016. The fact that the Agreements of Sale were executed by Respondent No. 2 in its own name and that payments were acknowledged by both Respondents makes the Respondent Nos. 1 and 2 equally liable under the Act.

31. Since the receipts clearly show that both Respondent No. 1 and Respondent No. 2 collected payments exceeding or equal to the total agreed sale consideration, both entities are jointly and severally liable to refund the amounts collected from the Complainants. Their conduct in collecting the consideration, entering into Agreements of Sale, failing to deliver possession, and not executing Sale Deeds constitutes a clear violation of Section 11(4) of the RE(R&D) Act, 2016.

32. It is observed that Complainant No. 2 initially claimed to have paid a total sum of ₹12,36,600/- towards Plot No. 9 and sought refund of the said amount. However, upon verification, it is noted from her written submissions that she has acknowledged payment of ₹10,29,600/- towards the said plot, which is also corroborated by the receipts issued by Respondent No. 1 for the same amount. Accordingly, she shall be entitled to refund of ₹10,29,600/- only. In the case of Complainant No. 1, the material on record substantiates

payment of ₹16,72,000/-, which corresponds with the receipts issued by Respondent No. 1, and therefore, she shall be entitled to refund of ₹16,72,000/-.

33. Accordingly, this Authority holds that Respondent No. 1, M/s Trishakthi Home Consultancy Private Limited and Respondent No. 2, M/s Trivista Ventures Private Limited are jointly and severally liable to refund the amounts collected from the Complainants 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, from the respective dates of payment until the date of refund.

34. In regard to the reliefs sought by the Complainants seeking imposition of penalties under Section 10 of the RE(R&D) Act, 2016, upon Respondent No. 2 and Respondent No. 3, this Authority observes that there is no clarity on record as to who among the Respondents is the developer and who has acted as the real estate agent in respect of the said project. The Complainants have failed to place on record any corroborative or documentary evidence establishing the precise role and capacity of each of the Respondents. In the absence of such clarity and supporting material, this Authority cannot hold the Respondents liable for specific violations under the provisions of the RE(R&D) Act at this stage.

35. However, it is noted that Agreements of Sale dated 21.12.2022 have been executed in respect of the said plots under the project titled "*Sree Rugveda – Sree Ambika*", which, as per the material available on record, does not appear to have been registered with RERA. This Authority, therefore, finds sufficient prima facie reason to warrant further examination of the said transactions and the conduct of the Respondents in relation thereto. Accordingly, the Secretary, Telangana Real Estate Regulatory Authority, is directed to initiate appropriate steps to conduct an investigation under Section 35 of the RE(R&D) Act in respect of the aforesaid project.

36. The Complainants have further sought compensation towards financial loss, employment-related hardship, and mental agony allegedly suffered due to the acts and omissions of the Respondents. This Authority observes that the power to adjudicate and award compensation lies exclusively with the Adjudicating Officer, in terms of Section 71 of the RE(R&D) Act, upon filing of an application in the prescribed manner. Accordingly, the Complainants are at liberty to file a separate application in Form 'N' before the Adjudicating Officer, if they so desire, for adjudication of their claim for compensation.

D. Directions of the Authority:

37. In view of the findings recorded above, and in exercise of the powers conferred under Sections 37 and 38 of the *Real Estate (Regulation and Development) Act, 2016*, this Authority hereby issues the following directions:

i. Respondent No.1, M/s Trishakthi Home Consultancy Private Limited, and Respondent No.2, M/s Trivista Ventures Private Limited, are held jointly and severally liable to refund the amounts collected from the Complainants, as detailed below, at the rate of 10.75% per annum (being SBI MCLR of 8.75% + 2%) in accordance with Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017, calculated from the respective date of payments till the date of actual refund:

a) To Complainant No.1 (Smt. Sreedevi Raparla), refund ₹16,72,000/- (Rupees Sixteen Lakhs Seventy-Two Thousand only) along interest at 10.75% per annum;

b) To Complainant No.2 (Smt. G. Komali), refund ₹10,29,600/- (Rupees Ten Lakhs Twenty-Nine Thousand Six Hundred only) along interest at 10.75% per annum.

ii. The Secretary, Telangana Real Estate Regulatory Authority, is hereby directed to initiate an investigation under Section 35 of the RE(R&D) Act in respect of the project titled “*Sree Rugveda – Sree Ambika*” and the transactions entered into by the Respondents.

iii. The aforesaid refunds shall be made within a period of 30 (thirty) days from the date of this Order.

38. Failure to comply with these directions shall attract proceedings under Section 63 of the RE(R&D) Act, 2016.

39. In view of the above, the present complaint stands 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