BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 10 of 2026
Dated: 04/11/2026

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

Perumalla Dasharatham,

(Door No.13-1-94/B, Flat No. 76/B,
Babuguda, Mothinagar, Hyderabad)

…Complainant

Versus

Janapriya Projects, rep by its MD Mr. K. Ravinder Reddy
(8-2-120/86 and 8-2-120/86/11,
Plot no. 11 and 12, Keerthi Pride Towers, New Road 2,
Banjara Hills, Hyderabad)

…Respondents

The present matter filed by the Complainant herein came up for hearing on 08.09.2026 and both the complainant and Respondent were absent on the said date; upon pursuing the material on record and having stood over for consideration till this day, the following order is passed**:**

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 Form M filed by the Complainant

3. It is submitted by the Complainant that he, along with his wife, Smt. Perumalla Durga, purchased Flat No. A1-110, admeasuring 580 sq. ft. (super built-up area), situated on the First Floor of Block A1 (South Wing) in the project known as "SITARA" at Janapriya Lake Front, Kapra Village, Keesara Mandal, presently falling within Medchal–Malkajgiri District. It is submitted that the said flat stands in the name of his wife and that the booking was made on 11.02.2017, as evidenced by the booking receipt.

4. It is submitted by the Complainant that pursuant to the booking of the subject flat, he made payments of Rs. 5,000/- on 14.02.2017 by cash, Rs. 15,000/- on 02.07.2017 through online transfer and Rs. 1,01,220/- on 02.08.2017 by cheque towards the sale consideration. It is further submitted that an Agreement of Sale dated 02.05.2017 was executed between the Complainant and his wife as purchasers and the Respondent, represented by its Managing Partner, Sri K. Ravinder Reddy, as vendor.

5. It is submitted by the Complainant that, for the purpose of meeting the financial obligations towards the purchase of the subject flat, he availed a housing loan from PNB Housing Finance Limited, Banjara Hills Branch, pursuant to the loan sanction letter dated 27.10.2017. The loan amount was disbursed in instalments between 09.11.2017 and 23.02.2019 towards the sale consideration of the flat.

6. It is submitted by the Complainant that during the years 2020 and 2021, owing to financial difficulties arising out of the COVID-19 pandemic and serious health issues faced by his family members, he was unable to clear certain outstanding dues payable towards the subject flat. It is further submitted that the Complainant has subsequently arranged the necessary funds and is willing to clear the entire outstanding amount payable to the Respondent.

7. It is submitted by the Complainant that, upon arranging the requisite funds, he addressed an email dated 08.03.2025 to the Respondent requesting details of the outstanding dues along with the bank account particulars to enable him to make the balance payment and proceed with the execution and registration of the sale deed. However, the Respondent failed to respond to the said email. Thereafter, the Complainant addressed a reminder email dated 18.03.2025, which also remained unanswered.

8. It is submitted by the Complainant that despite repeated requests and reminders, the Respondent has neither furnished the details of the outstanding dues nor taken steps towards execution and registration of the sale deed in respect of the subject flat. It is further submitted that the Respondent has failed to communicate any definite timeline for handing over possession of the flat. Aggrieved by the inaction of the Respondent, the Complainant has approached this Authority seeking delivery of possession of Flat No. A1-110 or, alternatively, refund of the amount of Rs. 7,45,785/- stated to have been paid towards the sale consideration, along with applicable interest and other consequential reliefs.

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B. Relief sought:

A. Direct the builder to immediately hand over possession of the apartment (Unit A1-110) as per the original sale agreement.
B. Direct the opposite party to refund the entire amount of ₹7,45,785, deposited by the complainant along with applicable interest, as the opposite party has failed to hand over possession.
C. Allow the complainant to recover any other dues and additional costs incurred due to the delay caused by the opposite party's failure to resolve the issue.
D. Grant any other relief(s) that this Hon'ble Authority deems just and proper in the interest of justice, including any compensatory relief for the financial impact suffered due to the Respondent's conduct.

9. It is submitted that the Complainants, vide email dated 05.06.2026, sought withdrawal of the present Complaint No. 10 of 2026, stating that the Respondent, through its representative, had assured them during a telephonic conversation dated 12.03.2026 that the amount of Rs. 7,45,785/- paid towards the subject flat would be refunded. In view of the said assurance and the subsequent developments, the Complainants sought permission to withdraw the complaint with liberty to file a fresh complaint on the same cause of action, if required.

10. It is submitted that the Respondent filed a memo dated 10.06.2026 stating that the Complainant had requested cancellation of the booked Flat No. A1-110 in the project "SITARA" at Janapriya Lakefront and sought refund of the amount paid towards the said flat. The Respondent further submitted that arrangements were being made to refund the amount by selling the subject flat to another purchaser, whose loan application was stated to be in the final stage of approval.

11. It is further submitted that the Respondent filed another Memo dated 05.08.2026 stating that a cheque bearing No. 423252 dated 03.08.2026, drawn on Axis Bank, for an amount of Rs. 6,70,000/- had been prepared in favour of the Complainant towards refund of the amount paid, after deducting Rs. 75,675/- towards TDS. The Respondent further submitted that a Demand Draft bearing No. 015719 for Rs. 10,35,413/- had also been prepared in favour of PNB Housing Finance Limited towards closure of the housing loan availed by the Complainant. It was further stated that the refund amount would be transferred to the Complainant's bank account upon receipt of the duly signed consent form towards full and final settlement, in accordance with the Respondent's company policy.

12. The Complainant appeared through online mode for only two out of the five hearings conducted before this Authority and remained absent on the subsequent hearing dates, including 08.09.2026. However, the Complainant, vide email dated 05.06.2026, sent from the email address furnished in the complaint, expressly sought withdrawal of the present complaint with liberty to file a fresh complaint on the same cause of action, if required.

13. In view of the withdrawal request made by the Complainant and the subsequent memos filed by the Respondent assuring refund of the amount paid towards the subject flat, this Authority is inclined to permit withdrawal of the present complaint.

14. Accordingly, the present complaint stands disposed of as withdrawn, with liberty to the Complainant to file a fresh complaint on the same cause of action, in accordance with law, in the event of failure on the part of the Respondent to honour its assurance of refund.

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Sd/-
Sri. K. Srinivasa Rao,
Hon'ble Member
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Sd/-
Sri. Laxmi Narayana Jannu,
Hon'ble Member
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