

**BEFORE TELANGANA STATE REAL ESTATE REGULATORY AUTHORITY**  
**[Under the Real Estate (Regulation and Development) Act, 2016]**

**COMPLAINT NO.119 OF 2024**

**31<sup>st</sup> Day of December 2024**

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

Ms. D. Shruti and D. Shravya

...Complainants

Versus

M/s R Homes  
Represented through its Authorised Representatives,  
Sri Bhaskar Ram Gupta & Smt. Sudharani

...Respondent

The present matter filed by the Complainant herein came up for hearing on 27.08.2024, 18.09.2024, 03.10.2024, 29.10.2024 and 12.11.2024 before this Authority in the presence of Complainants in person and Counsel for Respondent, Sri G. N. Satyanarayana and Sri K. Madhukar Yadav and after hearing the arguments, 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 Respondent.

**Brief facts of the case:**

3. The Complainant categorically submitted that on the promise of delivering constructed flats within 2 and a half years by the Respondent, the Complainants paid Rs.4,00,000/- (Rupees Four Lakhs Only) as advance bearing receipt No.213 and 214 dated 02.11.2020 for the purchase of flat site in Yamnampet, Ghatkesar. After three and a half years, the Respondent failed to deliver the constructed flats and even failed to provide construction permission.

4. On approaching the Respondent to return the advance money paid to him by the Complainants, the Respondent returned on only Rs.2,00,000/- (Rupees Two Lakhs Only) and remaining balance is pending.

5. Aggrieved by which, the Complainant sought for refund of advance payment of Rs.2,00,000/- (Rupees Two Lakhs Only) along with interest of 18% per annum from the date of payment of advance amount.

**Counter on behalf of the Respondent:**

6. On 29.10.2024, the Respondent filed its counter and submitted that the Complainants approached with Respondent and came to compromise and received an amount of Rs. 2,00,000/- (Rupees Two Lakhs only) towards full and final settlement and acknowledged with receipt and undertaking on 25.05.2024 and stated that they have received an amount of Rs.2,00,000/- (Rupees Two Lakhs only) towards full and final settlement against Rs.4,00,000/- (Rupees Four Lakhs Only). He also filed a copy of the receipt in support of this contention.

7. It was also submitted that the Complainants handed over all original receipts to the Respondents at the time of receiving the full and final settlement of amount of

Rs. 2,00,000/- (Rupees Two Lakhs only) against of Rs.4,00,000/- (Rupees Four Lakhs Only) for foregoing the balance amount. It was further submitted that Complainants have intentionally filed the above complaint before this Authority after receiving the full and final settlement which is nothing but cheating. Therefore, it was prayed to dismiss the present complaint.

**Observation by the Authority:**

8. This Authority has perused the documents filed by both parties and heard their contentions. After due verification of the documents, this Authority has learnt that the Project in question is Jai Vasavi's Bliss Heights which has been registered vide Regn. No.P02200007023 having validity till 17.03.2029.

9. The Complainant submits that back in the year 2020, before the Respondent applied for RERA registration, the Respondent offered flat for sale against which, the Respondent collected Rs.4,00,000/- (Rupees Four Lakhs Only) and issued Receipt Nos.213 and 214 against the said transaction dated 02.11.2020. The Respondent on the other hand, submitted that Complainants approached Respondent and entered in to compromise and received an amount of Rs. 2,00,000/- (Rupees Two Lakhs only) towards full and final settlement and acknowledged with receipt and undertaking on 25.05.2024. Upon perusal of the Undertaking dated 25.05.2024, one Sri Bhikshapati, on behalf of the Complainants, signed a letter which stated that due to some reasons, one Sri Bhikshapati representing the Complainants herein is withdrawing from the purchase of flats from the Respondent. That as per company norms, after deducting 50% amount remaining amount of Rs.2,00,000/- (Rupees Two Lakhs Only) has been received by him which is full and final settlement.

10. It is bizarre to note that the Respondent, admittedly, received money towards purchase of flats as per its own admission in its counter as well as Undertaking dated 25.05.2024 in the year 2020, whereas the RERA registration granted to the Respondent was in 23.09.2023. This act on part of the Respondent to have accepted amounts for sale of flat is in clear violation of Sections 3 and 4 and therefore, this Authority is of the considered view that the Respondent is liable for penalty.

11. Now coming to relief of the Complainants which is refund of remaining Rs.2,00,000/- (Rupees Two Lakhs Only), this Authority deems it fit to direct the Respondent to refund the entire amount of Rs.2,00,000/- (Rupees Two Lakhs Only) to the Complainant as at the time of executing the transaction of sale of flats, the Respondent did not obtain any RERA registration. Ideally, if we go by the law, the Complainant withdrew from the project for no fault of the promoter, therefore, promoter has the right to retain the booking amount. However, there is no clear details provided by the Complainants in this regard. There is no allotment letter, no mention of any flat numbers, no mention of any other detail in relation to the project except the receipts filed. As per Section 19, it is also the bounded obligation of the Complainant to have verified the details of the flats before entering into any transaction in relation to sale of flats. In such circumstances, this Authority can go to the extent of saying that it is suspicious as to whether the amounts have been given towards purchase of flats or for such other purpose which may not fall within the jurisdiction of this Authority.

12. Keeping in view the submissions made by the Respondent, that the amounts were received towards purchase of flats, this Authority opines that Complainant are entitled to full refund of amounts as Respondent was not legally entitled to offer for sale any flats without first registering the project with this Authority.

13. Therefore, keeping in mind the peculiar facts and circumstances of the present case and vide its powers under Sections 37 and 38, this Authority directs the Respondent as under:

- i. Respondent has admittedly, and apparently violated Sections 3 and 4 by offering for sale, flats in the project without obtaining RERA registration and for the same, the Respondent is liable to penalty under Sections 59 & 60 respectively, of Rs.8,30,111/- (Rupees Eight Lakhs Thirty Thousand One Hundred and Eleven Only) payable within thirty (30) days in favour of TG RERA FUND through a Demand Draft or online payment to A/c No. 50100595798191, HDFC Bank, IFSC Code: HDFC0007036;
- ii. The Respondent is directed to refund the entire amount of Rs.2,00,000/- (Rupees Two Lakhs Only) within 30 (thirty) days, failing which the Respondent shall attract penalty in accordance with Section 63 of the Act, 2016.

14. As a result, the complaint is disposed of.

**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**