

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 394 of 2025

Dated: 31st March 2026

Quorum: Dr. N. Satyanarayana, IAS (Retd.), Hon'ble Chairperson

Sri K. Srinivasa Rao, Hon'ble Member

Sri Laxmi Narayana Jannu, Hon'ble Member

Srikantha Manoj Sai Surya

*(Flat No. 8406, Janapriya Metropolis, Moti Nagar,
Hyderabad – 500018)*

...Complainant

Versus

M/s. BhuvanTeza Infra Projects Pvt. Ltd

*(Rep by its M.D. Chekka Venkata Subramanyam,
Managing Partner. Miryala Srinivas),
(H.No. 201, 2nd Floor, Lumbini Amrutha Chambers,
Nagarjuna Circle, Road Number 3, Banjara Hills,
Hyderabad-500082.)*

... Respondent

The present matters filed by the Complainant herein came up for hearing before this Authority in the presence of the Complainant in person and none for the Respondent despite multiple opportunities given to appear before the bench, hence set ex-parte 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 direction and action against the Respondent.

A. Brief Facts of the Case:

3. The Complainant in the Complaint contended that he had purchased a flat in the Respondent project. The details of the flat purchased are Flat No. 909, Block-B, a 3BHK Unit, admeasuring 1705 sq. ft, in Project Aura, Velimela Phase-2, developed by the Respondent/M/S Bhuvanteza Infra Projects Pvt. Ltd.

4. The Complainant further contended that he entered into an Agreement of sale and has paid Rs. 20,00,000/- (Twenty Lakhs only) for which the Respondent has duly issued receipts, and said payment receipts have been placed on record by her along with the complaint, and Complainant submits that he has obtained loans for purchasing the flat.

5. Further, as can be gathered from the Complaint, it is the continuation of the Complaint that, even after the payment of the above detailed amount, the Respondent has not completed the project and possession of the flat has not been delivered to him and hence sought for the following reliefs

B. Relief Sought:

6. Accordingly, the Complainant sought for the following reliefs:

- I. Direct the Respondent to refund the amount paid by the Complainant, along with interest.

C. Points to be determined:

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

- i. Whether the Respondent have violated any provisions of the RE(R&D) Act, 2016?
- ii. Whether Complainant is entitled to the relief sought? If so, to what extent?

D. Observation of the Authority:

8. As can be gathered from the pleas and assertions made by the Complainant narrated herein above in Para No.4, which remained undisputed in view of the fact that the Respondents have remained ex parte and have also failed to file any counter/reply.

Point -I

9. From such undisputed and un rebutted pleas and assertions of the Complaint, and upon perusal of the available documents submitted by Complainant, it is evident that the Respondent has sold a Flat No. 909, Block-B, a 3 BHK unit, admeasuring 1705 sq. ft in Project “Aura

Velimela Phase-II”, while so as can be gathered from the record available with this authority, this authority, the Respondent herein has also figured as Respondent in the earlier cases filed by several Complainants against the Respondent vide Complainant. No. 116/2024, and 140/2024, the Respondent/Promoter, was already adjudicated on similar facts and in respect of the project ‘Aura Velimela Phase-2,’ undertaken by the Respondent, held that Respondent has violated sections 3 & 4 of the Re(R&D)Act, 2016, by initiating marketing and sale of unit in its project ‘Aura Velimela Phase –2’ without securing the mandatory registration under RE(R&D) Act and accordingly found it to be liable to pay penalty and accordingly imposed a penalty of Rs. 21,83,739/- (Rupees Twenty-One Lakh Eighty-Three Thousand Seven Hundred and Thirty-Nine Only).

10. Furthermore, this Authority takes note that the conduct of the Respondent-promoter exhibits a recurring pattern of disregard and non-compliance with the statutory mandates under the Real Estate (Regulation and Development) Act, 2016. In another earlier C.C. No. 264 of 2024, the Authority had taken cognisance of similar violations and had declared the **Respondent as a defaulter**. The relevant extract from the said order is reproduced below for reference:

“35... Accordingly, Respondent No.1 is hereby declared to be a “defaulter” both in its capacity as a “promoter” and as an “agent” within the meaning of Sections 2(zk) and 2(zm) of the RE(R&D) Act, 2016. As a consequence, the Respondent shall be prohibited from undertaking, advertising, marketing, booking, selling, or registering any new real estate project or acting as a real estate agent within the jurisdiction of this Authority until such time as all existing dues, refunds, interest, penalties, and regulatory compliances are fully discharged to the satisfaction of this Authority”

11. Therefore, this Authority has already examined and adjudicated upon the violations of Sections 3 and 4 of the Real Estate (Regulation and Development) Act, 2016 in the aforementioned proceedings. In view of the same, no further adjudication under the said provisions is warranted at this stage, as it would amount to re-agitation of issues already decided, being hit by the principle of res judicata.

12. As per the discussion made in the foregoing paragraphs and the findings given therein, Point I is answered accordingly.

Point-II

13. As has become clear from the discussions herein above and so also from the pleas, assertions and documents placed on record, by the Complainant, which remained un-Rebutted and un – contested, in the absence of any contra evidence or material record before this authority on behalf of the Respondent, it will be clear that the Respondent has collected a total amount of Rs. 20,00,000/- from the Complainant towards the sale consideration. Further, it is clear that, despite receiving the sale consideration, the Respondent has neither commenced any construction activity in the said project nor demonstrated any bona fide intention to execute the project in accordance with the law.

14. Further, the Respondent has neither completed the project nor handed over possession of the subject apartment to the allottee, and has also failed to demonstrate any bona fide intention to fulfil its contractual obligations towards the Complainant. Such continued inaction, despite having collected substantial amounts from the Complainant, reflects a deliberate and dishonest course of conduct on the part of the Promoter. It is further observed that the Respondent Promoter has completely abandoned the project and, in all proceedings pertaining to this project, has failed to establish any genuine intent or credible plan to initiate or resume construction. Considering that the project has remained stalled for several years and that the Respondent Promoter has abandoned the development altogether, this Authority deems it appropriate to grant relief to the Complainant in the form of a refund of the amount paid.

15. In these circumstances, Section 18(1) of the RE(R&D) Act, 2016, extends a clear statutory right to an allottee to seek a refund along with interest where the Respondent/Promoter either fails to complete the project or is unable to hand over possession within the stipulated timeframe. So, the allottee is entitled for a refund with interest. In the present case, the issue is not merely one of delay; it is a case of complete inaction on the Respondent/Promoter.

16. In light of the above foregoing observations, this Authority notes that the Complainant is entitled for relief under Section 18(1)(a) of the RE(R&D) Act, 2016 which reads as follows:

“(1) 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.”

17. In view of the findings recorded hereinabove and in exercise of powers contended under Section 18(1)(a) of the RE(R&D) Act, 2016, this Authority holds that the Complainant is entitled to withdraw from the project and seek a refund of the amount paid.

18. Accordingly, the Complainant is entitled for Refund of the amount paid to the Respondent 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 Marginal Cost of Lending Rate (MCLR) plus 2% per annum (i.e., 8.70% + 2%), calculated from the respective date of Agreement of Sale date: 09.05.2022 until the date of actual refund.

19. Point II is answered accordingly.

E. Directions of the Authority:

20. In exercise of the powers conferred upon this Authority under Sections 37 and 38 of the Real Estate (Regulation and Development) Act, 2016, and in furtherance of the findings and conclusions drawn hereinabove, the following directions are hereby issued:

a. The Respondent is directed to refund Rs. 20,00,000/- (Rupees Twenty Lakhs Only) along with interest at the rate of 10.70% per annum (SBI MCLR of 8.70% + 2%) from the date of the Agreement of Sale dated 09.05.2022 till the date of actual refund in accordance with Rule 15 of the Telangana RE(R&D) Rules, 2017 within 30(Thirty) days from the date of this Order;

21. Further, this Authority has already declared the Respondent No.1 as a **defaulter** for continuous and wilful violation of the provisions of the Real Estate (Regulation and Development) Act, 2016. Consequently, all developmental activities undertaken by the Respondent–Promoter in respect of the said project stand terminated with immediate effect.

The Respondent is hereby restrained from undertaking any further advertisement, marketing, booking, sale, or offering for sale of any apartment or part thereof in the said project, or in any other project in the future, in any manner whatsoever.

22. Failing to comply with the above-said direction by the Respondent shall attract a penalty in accordance with Section 63 of the RE(R&D) Act, 2016.

23. The complaint stands disposed of in the above terms. There shall be no order as to costs.

Sd/-
Sri K. Srinivasa Rao,
Hon'ble Member,
TG RERA

Sd/-
Sri Laxminarayana Jannu,
Hon'ble Member,
TG RERA

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

