

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 132 of 2025

30th September, 2025

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

Durga Mahanti Vidyasagar

R/o-Flat No.210, Hallmark Gardenia, Road No.1
Alkapoor Township, Nekkampur
Puppalguda
Hyderabad, Telangana 500089

...Complainant

AND

Bhuvanteza Infrastructures LLP

Rep. by

1. Chekka Bhagya Lakshmi

2. Chekka Venkata Subramanyam

Address for service of notices

- i. H No. 15-31, RTP-1, Flat No.406, Rian Tree Park*
Malaysia Township, Near Club House
Kukatpally, Hyderabad-500072
ii. Flat No. C-110, Jayabheri Orange County
Raod No.2, Financial District, Nanakramguda
Telangana 500032

...Respondent

The present matter filed by the Complainant herein came up for hearing on 26.06.2025 before this Authority in the presence of WRK Prasad, Counsel for the Complainant, none appeared on behalf of the Respondent despite service of notice, and therefore the Respondents was set ex-parte, and after hearing the Complainant, 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 initially entered into an Agreement of Sale dated 01.02.2021 for Flat No. B-314 in the project titled “Aura (VELIMELA),” situated at Velimela Village, Ramachandrapuram Mandal, Sangareddy District, Telangana. It is stated that the said agreement was not registered.

4. Subsequently, due to the Respondent’s failure to fulfil the commitments under the said agreement, the Complainant executed a second Agreement of Sale dated 18.03.2021, in respect of Flat No. 205 in C-Block of the project “Tulasi Bhagyanagar (Dundigal),” located in Dundigal, Hyderabad. However, this transaction also remained unfulfilled by the Respondent.

5. The Complainant further submitted that, owing to persistent delays in project execution, he was compelled to enter into yet another Agreement of Sale on 23.03.2022 for Flat No. 103 in B-Block of the same “Aura” project. Under this final agreement, the Complainant paid an amount of Rs. 26,00,000/- out of the total sale consideration of Rs. 27,00,000/-, with the remaining balance stated to be due at the time of registration.

6. It is specifically contended that the said agreement was executed in the name of “Bhuvanteza Infrastructures LLP,” whereas the payment receipts and revenue acknowledgments were issued in the name of “Bhuvanteza Infra Projects Pvt. Ltd.” The Complainant has pointed out this discrepancy to demonstrate a possible deviation or misrepresentation in the developer entity.

7. As per the terms of the agreement, possession was to be delivered by July 2022, and the Respondent had agreed to pay monthly rental compensation in case of delay. However, despite the lapse of the stipulated time, the Complainant has neither been granted possession of the flat nor has he received any rental compensation as promised.

B. Relief Sought

8. In view of the facts and circumstances set out in the complaint, the Complainant respectfully prays that this Hon’ble Authority may be pleased to:

- i. Completion and possession, Respondent to complete the construction and handover possession of the flat within time of one year from day 18.02.2025, *OR*
- ii. Refund with interest and rental amount, refund of principal amount along with interest to till date from the date of execution of sale deed and rental amount if the Respondent fails to complete the project within the stipulated time.

C. Points for Consideration

9. In view of the facts and the reliefs sought, the following questions came up for consideration before this Authority:

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

D. Observation of the Authority

10. Before getting into the observations, this Authority takes due note of the recurring conduct of the Respondent herein, who have failed to appear before the Bench despite being issued multiple notices and opportunities to appear. Therefore, have been set *ex-parte* and the following observations have been made from the submissions of the Complainant, documents and pleadings placed on record.

E. Observations of the Authority

Point I

11. In Complaint No. 105 of 2024, vide order dated 16.05.2025, this Authority has already adjudicated upon the violation of Sections 3 and 4 of the RE(R&D) Act, 2016, in respect of the project 'Aura (Velimela),' undertaken by the Respondent, and accordingly **imposed a penalty of Rs. 14,91,958/- (Rupees Fourteen Lakhs Ninety-One Thousand Nine Hundred and Fifty-Eight only)**. In view of the said findings, and in deference to the doctrine of double jeopardy, this Authority refrains from re-adjudicating the same issue in the present matter. Accordingly, Point No. I stands answered in the affirmative.

Point II

12. This Authority now proceeds to determine whether the Complainant is entitled to the reliefs sought under the relevant provisions of the Real Estate (Regulation and Development) Act, 2016. Upon perusal of the pleadings and documents placed on record, it is evident that the Respondent entered into multiple Agreements of Sale with the Complainant for various flats across its projects.

13. The record discloses that the first Agreement of Sale was executed on 01.02.2021 for Flat No. B-314 in the project titled "Aura (Velimela)." Thereafter, on 18.03.2021, another agreement was entered into for Flat No. 205 in C Block of the project "Tulasi Bhagyanagar."

Ultimately, the third and final agreement was executed on 23.03.2022 in respect of Flat No. 103 in B Block of the “Aura (Velimela)” project.

14. However, for the purposes of adjudication in the present complaint, this Authority confines its examination to the latest Agreement of Sale dated 23.03.2022, in respect of Flat No. 103 in B Block of the “Aura (Velimela)” project. The Complainant has paid a cumulative sum of Rs. 26,00,000/- out of the total agreed consideration of Rs. 27,00,000/-. The Agreement dated 23.03.2022 expressly stipulates in Clause 3 that the vendor undertook to complete registration of the flat by the end of July 2022. Despite repeated efforts by the Complainant to reach the Respondent and obtain an update on the status of construction, there was no response or cooperation extended.

15. The Complainant has therefore approached this Authority seeking either a direction for completion and delivery of the flat within one year from 18.02.2025 or, in the alternative, a refund of the amount paid with interest. This prayer is squarely covered under Section 18(1)(a) 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, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act.”

16. The object and legislative intent of Section 18 is unambiguous; it seeks to protect the rights of the allottee from inordinate delay or failure by the promoter in handing over possession. Where the promoter defaults in meeting contractual deadlines, the law provides a

clear right to the allottee to claim refund with interest and compensation, without the burden of proving further breach.

17. In the instant case, there is a conspicuous and admitted failure by the Respondent to complete the project "Aura (Velimela)." This Authority, in Complaint No. 105 of 2024, had already recorded a finding that the project was only 20% complete as on the date of that complaint, and no material has been produced by the Respondent to show any subsequent progress in construction. This Authority had observed therein that:

"...As of the date of filing of this complaint, the status of the project remains grossly incomplete, with construction having progressed to only about 20%, as noted by the Complainants and undisputed by the Respondents."

18. In light of the above, it is clear that the Respondent is neither in a position to deliver possession in accordance with the Agreement dated 23.03.2022 nor has shown any bona fide intention to complete the project. Notably, the Respondent has failed to appear even once before this Authority, despite having been served with notices. This persistent non-appearance, without justification or response, reflects a blatant disregard for the proceedings and further reinforces the seriousness and credibility of the grievance raised by the Complainant. In such a situation, compelling the Complainant to wait indefinitely would be manifestly unjust and contrary to the protective framework established by the RE(R&D) Act, 2016.

19. In such a situation, compelling the Complainant to wait indefinitely for possession - without any clarity, commitment, or participation from the Respondent-would be manifestly unjust and contrary to the protective framework established by the RE(R&D) Act, 2016. Therefore, this Authority holds that the Complainant is well within his rights under Section 18(1)(a) to seek a refund of the amount paid, along with interest at the rate prescribed under the Telangana Real Estate (Regulation and Development) Rules, 2017. No additional burden lies on the Complainant to demonstrate default beyond the admitted and apparent delay in possession.

20. Consequently, the Authority concludes that the Respondent is liable to refund the sum of Rs. 26,00,000/- (Rupees Twenty-Six Lakhs only), along with interest at the rate of (SBI MCLR rate+2%) 10.75% per annum from the date of execution of the said Agreement of Sale till the date of actual payment.

21. Insofar as the additional relief sought by the Complainant towards monthly rental compensation is concerned, this Authority observes that while such a claim has been raised in connection with the delay in handing over possession, the Real Estate (Regulation and Development) Act, 2016 does not contemplate or provide any mechanism for adjudication of disputes pertaining to rental arrangements. In view of the same, this Authority is constrained to hold that it lacks the jurisdiction to adjudicate upon or grant the relief sought by the Complainant under this head.

E. Direction of the Authority

22. In exercise of its powers under Section 37, this Authority issues the following directions:

I. Respondent is liable to refund Rs.26,00,000/-(Rupees Twenty-Six Lakhs Only) with interest at the rate of 10.75% per annum (SBI MCLR of 8.75% + 2%) from the date of the Agreement of sale dated 23.03.2022 with respect to Flat No. 103 in B Block of the “Aura (Velimela)” project. of the Complainant till the date of actual refund in accordance with Rule 15 of the Rules, 2017 within 30 (thirty) days;

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

24. 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