



- i. The Complainant alleges that they engaged with the officials of the Respondent, who represented themselves as being involved in the Real Estate business with multiple projects in and around Hanamankonda & Warangal of Telangana State.
- ii. The Complainant further contends that they visited the registered office of the developer, M/s Akshara Township Private Ltd., and learned that the Respondent had a project at Raghunathpalli Mandal of Jangoan District, hereinafter referred to as the "Project."
- iii. The Complainant claims to have paid an amount of Rs. 2,00,000/- on 24.09.2018, as part of the sale consideration of plots. Despite making the payment, the Complainant asserts that the Respondent did not provide them with a proper Agreement of Sale, but instead obtained signatures on blank application forms and unfilled Memorandum of Understandings and Schedules without providing copies.
- iv. Subsequently, the Respondent informed the Complainant that they were in the process of obtaining statutory approvals for the Project and refused to enter into an agreement due to the absence of these approvals. The Respondent assured the Complainant of obtaining necessary approvals and promised monthly deposits into the Complainant's bank account until then.
- v. The Complainant, relying on the Respondent's assurances, deposited a total of Rs. 28,00,000/- in intervals into the Respondent's bank account, and in return, the Complainant received land advance certificates. Despite repeated requests, the Respondent allegedly evaded providing essential project details and relevant documentation.
- vi. Due to the Respondent's lack of response, the Complainant sought a refund, to which the Respondent agreed but required the original land advance certificates. The Complainant complied but has yet to receive the refund despite follow-ups.
- vii. After discovering that project details were absent from the official TSRERA website, the Complainant received unsatisfactory responses from the Respondent, claiming pending approvals.

- viii. The Complainant alleges that the Respondent's actions contravene the Act's provisions, including failure to register the project with TSRERA, not depositing amounts into an Escrow account, and selling plots without obtaining permission from TSRERA.
- ix. The Complainant's submission, dated 22.06.2022, challenges the Respondents' actions, alleging violations of sections 3(1) and 4(1) of the Act.

**A. Relief sought by the complainant:-**

4. The Complainant has sought the following relief(s):-
- i. To take cognizance of the complaint and initiate appropriate actions against the Respondent.
  - ii. To direct the Respondent to refund the amount of Rs. 28,00,000/- (Rupees Twenty-Eight Lakhs only) along with an interest rate of 24%.
  - iii. Compensation is also sought to address the mental anguish inflicted upon the Complainant by the Respondent.
5. A notice numbered No.373/2022/TSRERA, dated 18.07.2022, was issued to the Respondent, directing them to respond as per Rule 34(1) and (2) of the Rules, 2017.

**B. Reply by the Respondent:**

6. The Respondent by the way of written reply dated 03.09.2022 made the following submission:
- 1.) That refuted the allegations and claimed that the Complainant participated in their "Bhuadhipathi" scheme, with amounts deposited accordingly.
  - 2.) The Respondent contends that they paid monthly interest up to April 2022 @18% per annum to the Complainant.
  - 3.) They argue that the transactions were purely monetary and not related to plot purchases, expressing willingness to return the advanced amount along with accrued interest.

### **C. Hearing Conducted:**

7. During the hearing, the Complainant reiterated their claim for a refund with interest and compensation, leading to the following issue for consideration:

8. In the matter at hand, a hearing was duly conducted to address the grievances presented by the Complainant. The Complainant, during the course of the hearing, reiterated their demand for a refund with interest and compensation. The Bench, in an effort to ascertain the legitimacy of the Complainant's claims, inquired whether there existed any Agreement or Memorandum of Understanding executed between the parties that would substantiate the Complainant's status as an aggrieved party. Regrettably, the Complainant was unable to furnish concrete evidentiary material that unequivocally demonstrated that the financial transactions between the parties were exclusively intended for the acquisition of a plot.

9. While a copy of a receipt was tendered to this Authority, which ostensibly indicated that the funds in question were earmarked for the purchase of a plot, the Complainant failed to produce the original, authenticated documents. Furthermore, it is worth noting that the unit to which the Complainant refers has not procured the requisite permissions from local authorities, nor has a layout plan been submitted to this Authority. In contrast, the Respondent contends that all financial dealings between the parties were solely monetary transactions, and the Complainant has consistently received interest payments from the Respondent.

10. In this context, the Complainant has been unable to furnish this Authority with any substantial evidentiary support or an authorization letter that would establish her standing as an aggrieved person, as defined in Section 31 of the Real Estate (Regulation and Development) Act (RERA) Act. Section 31 of the RERA Act is reproduced herein for reference:

(1) Any aggrieved person may file a complaint with the Authority or the adjudicating officer, as the case may be, for any violation or contravention of the provisions of this Act or the rules and regulations made thereunder against any promoter, allottee, or real estate agent, as the case may be.

*Explanation.* —For the purpose of this sub-section, "person" shall include the association of allottees or any voluntary consumer association registered under any law for the time being in force.

11. In light of the aforementioned perspective, the Authority is concludes that the present complaint lacks merit and is, therefore, not maintainable. Consequently, the complaint is hereby dismissed.

12. If aggrieved by this Order, the parties may approach the TS Real Estate Appellate Tribunal (vide G.O.Ms.No.8, Dt.11-01-2018, the Telangana State Value Added Tax Appellate Tribunal has been designated as TS Real Estate Appellate Tribunal to manage the affairs under the Act till the regular Tribunal is established) within 60 days from the date of receipt of this Order.

13. **Complaint stands disposed of.**

Sd/-

**Sri K. Srinivasa Rao, Hon'ble Member**

**TS RERA**

Sd/-

**Sri Laxmi Narayana Jannu, Hon'ble Member**

**TS RERA**

Sd/-

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

**TS RERA**