BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 142 of 2026
Dated:10th November, 2026

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

Between:

M Suresh
M Dinesh
M Ramesh
R/o. H. No. 2-1/3, Gouthami Nagar
Community Hall, Chandanagar, Hyderabad,
Telangana – 500050. …**Complainants**

Versus

M/s. Jayathri Infrastructure India Pvt. Ltd.,
Rep. by its Managing Director, Kakarla Srinivas,
O/a. Plot No. 140/141, Eminent Plaza,
6th phase KPHB Colony, Kukatpally,
Hyderabad, Telangana – 500085. ...**Respondent**

The present matter filed by the Complainant mentioned herein above came up for hearing on 05.08.2026, before this Authority in the presence of the Complainant and none appeared for the Respondent, despite service of notice, and therefore he was set ex-parte. Upon hearing the submissions of Complainant, this Authority proceeds to pass the following **ORDER**:

2. The present Complaint has been filed by the Complainants under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (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.

A. Brief facts of the case as per Form M filed by the Complainant:

3. The Complainants submitted that they invested a total amount of ₹38,00,000 (Rupees Thirty-Eight Lakhs only) in a commercial real estate project which is being developed by Jayathri Infrastructure Pvt. Ltd., under the name "Western Waves" (also referred to as West Waves).

4. The project is described as a commercial development situated at Nanakramguda, Serilingampally (M), Ranga Reddy District, Telangana, specifically in Survey No. 104. As per

the promises and representations made by the Respondent, the Complainants were to be allotted a commercial unit admeasuring 500 sq. ft. (built-up area) along with an undivided share of land measuring 11.5 square yards in the said project.

5. The Complainants emphasize that the present matter is identical in nature to RERA Case No. 753/2023, indicating a similar pattern of conduct by the Respondent.

B. Relief(s) Sought:

6. In view of the above-mentioned facts and circumstances, the Complainant has humbly prayed for the following reliefs:

i) To issue an order directing the Respondent, Mr. Kakarla Srinivas, to pay a total sum of ₹80,00,000 (Rupees Eighty Lakhs only) towards:

A) Refund of the Complainants invested amount of ₹38,00,000;

B) Compensation for financial losses suffered due to escalation in prices of comparable commercial properties;

C) Compensation for prolonged mental agony, severe stress, and hardship;

D) Damages for loss of sleep and erosion of credibility and reputation among friends, family, and professional circles, caused by the Respondent's fraudulent acts and willful default.

ii) Pass such other and further orders as this Hon'ble Authority may deem fit and proper in the interest of justice.

C. Points for consideration

7. After considering the facts stated and submissions made by both parties, the following questions arise before this Authority:

i. Whether the Complainant is entitled to relief sought? If so, to what extent?

D. Observations of the Authority

8. 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, including the substituted service of notice and multiple opportunities to appear. Therefore, in view of the persistent non-appearance of the Respondent before this Authority, he was accordingly set ex-parte herein and the following observations made

from the submissions of the Complainants, the documents and pleadings placed on record by them.

9. The Authority has perused the material available on record and duly considered the oral and written submission made by Complainant. It emerges from the record that the Complainant entered into a Memorandum of Understanding(MOU) dated 25.03.2021 with the Respondent for the purchase of Semi-finished commercial space admeasuring 500 sft, of built up area, together with an undivided share of land admeasuring 11.5 square yards (out of Acres 5-00 guntas) as a part of its pre-launch booking offer of the project situated in Survey No. 104, admeasuring Acres 2-00 guntas, situated at Nanakramguda, Serlinghampally Mandal, Rangag reddy district, Telangana.

10. The total sale consideration was recorded as Rs. 38,00,000/- and as borne out by the MOU and the payment receipts placed on record, the complainant has paid the entire sale consideration and the same was acknowledged by the Respondent in the MOU. The attached payment receipt discloses the project name as “Western Wave”. The MOU stipulates the date of possession as December, 2024. The said project is not registered before this Authority.

11. The principal grievance of the complainant is that, despite having paid the entire sale consideration in terms of MOU, the Respondent has failed to complete the project and handover the possession of the subject commercial unit within the stipulated timeframe, thereby compelling the Complainant to seek refund of the amount paid, together with applicable interest.

12. The Authority takes note of the order passed in CC. No. 756 of 2023 on 31.07.2024, wherein this Authority has adjudicated a similar matter seeking refund against the same respondent and with respect to the same project i.e., “Western Weave”, situated in Survey No. 104, admeasuring Acres 2-00 guntas, at Nanakramguda, Serlinghampally Mandal, Rangareddy District, Telangana. This Authority has directed the Respondent to refund the amount paid by the Complainant therein and also imposed a penalty of Rs. 5,00,000/- on the respondent for non-registration of “Western Weaves” project.

13. This Authority, after duly taking note of the fact that the Respondent has failed to deliver the possession by December 2024 as stated in the MOU dated 25.03.2021, despite receipt of total sale consideration, holds that the Complainant is entitled to receive the entire amount paid along with the applicable interest.

14. On par with the directions passed in CC. No. 756 of 2023 on 31.07.2024, this Authority proceeds to pass the similar order in the present case, as per the Section 18(1) of the RE(R&D) Act, 2016, the promoter is liable to return the amount received along with interest and compensation if the promoter fails to complete or deliver possession of the allotted unit as per the agreement.

15. The Respondent is directed to repay the entire amount paid by the Complainant i.e., Rs. 38,00,000/- along with the interest at the prescribed rate, calculated from the date of the Memorandum of Understanding (MOU) entered into with the complainant, until the date of actual realization. This repayment must be completed within 90 days from the date of this order.

E. Directions of the Authority:

16. In view of the findings and observations recorded hereinabove, this Authority proceeds to issue the following directions as per the powers vested under Section 37 of the RE(R&D) Act, 2016:

a. The Respondent is directed to refund Rs. 38,00,000/- paid by the Complainant for the commercial space/unit in the project as mentioned above, along with the interest of 10.85% per annum (being SBI MCLR + 2% as per Rule 15 of the TG RE(R&D) Rules, 2017) from the date of the Memorandum of Understanding (MOU) entered into with the Complainant, until the date of actual realization.

b. The refund of Rs. 38,00,000/- shall be paid by the Respondent to the complainant within a period of 90 days from the date of this Order.

c. Insofar as compensation is concerned, the Complainant is at liberty to pursue appropriate proceedings before the Adjudicating Officer under "Form N".

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

18. As a result, the Complaint is disposed of accordingly. No order as to costs.

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

Sd/-
Sri. Laxmi NarayanaJannu,
Hon'ble Member
TG RERA