

**BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY**

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

**Date: 7<sup>th</sup> 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**

***Complaint No. 381/2025/TG RERA***

**Alekhya Chintakayala**

*(R/o 101, Asha Residency. Road 4A,  
Bandari layout, Nizampet village,  
Hyderabad- 500090)*

***...Complainant***

***Versus***

**M/s Idream Sai RK Infra., represented by,**

- 1. Pratap Reddy Sanapu, Managing Partner**
- 2. Konda Reddy, Managing Partner**
- 3. Rajasekhar**

*(Office at Survey No.350, near to AERO Nagar, Pragathi Nagar, Bachupally, Hyderabad,  
Telangana 500090)*

***...Respondents***

The present matter, filed by the Complainant, came up for hearing before this Authority, in the presence of the Complainant and the Respondents in person. After hearing the submissions of the Complainant and the Respondents, this Authority now proceeds to pass the following **ORDER:**

2. The present Complaint have 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 reliefs against the Respondents.

***A. Brief Facts of the Case as per Form M submitted by the Complainant:***

3. It was submitted that the Complainant intended to purchase a semi-finished residential flat bearing No. 718, on the 7th floor, admeasuring 1465 sq. ft. of built-up area, together with an undivided share of land admeasuring 30 sq. yds., in the project known as "OXYGEN HOMES". The said project, situated at Survey No. 350, Gajularamaram Village, Quthbullapur

Mandal, Medchal-Malkajgiri District, was developed by M/s IDREAM SAI RK INFRA, represented by its Managing Partner Sri Pratap Reddy Sanapu. The project held GHMC permission vide File No. 1/C26/05246/2021, dated 03-06-2021, and was registered under RERA vide No. P02200003461.

4. It was further submitted that the total sale consideration for the said flat was fixed at ₹70,32,000/-. The Complainant paid an amount of ₹14,00,000/- towards down payment in October 2021, and an Agreement of Sale was executed on 06-12-2021. To meet the balance consideration, the Complainant availed a housing loan of ₹56,00,000/- from HDFC Bank vide Loan Account No. 669379870, with interest at 9.20% per annum, sanctioned in December 2021. The Complainant commenced payment of Equated Monthly Installments (EMI) from January 2022 and continued paying the same.

5. The Complainant stated that in June 2024, finding the kitchen and bedroom of the subject flat (No. 718) to be insufficient in size, she approached Mr. Prathap to replace the unit with a 2BHK flat. Consequently, Flat No. 222, admeasuring 1260 sq. ft., was orally allotted to the Complainant around August-September 2024. However, upon visiting the site in January 2025 along with her family, the security personnel denied them entry, stating that the Complainant's name was not reflected against either Flat No. 718 or Flat No. 222.

6. It was submitted that, upon verification, it was revealed that Flat No. 718 had been registered in favour of a third party, Mr. Vishal, for a consideration of ₹95,00,000/- (excluding registration charges), despite the Complainant continuing to pay the EMIs. Furthermore, an agreement of sale for Flat No. 222 was found to be executed in the name of one Mr. Gangadhar. The Developer failed to inform the Complainant or obtain her consent regarding these transactions. Aggrieved by the same, the Complainant and her father, Mr. Chandra Sekhar Rao, approached the Developer on 04-01-2025 to close the transaction. The parties arrived at a settlement for a sum of ₹84,64,500/-, with an undertaking by the Developer to pay the EMIs from January 2025 onwards. The Complainant also informed the bank regarding the issue via email in January 2025 and met the HDFC Bank Manager in February 2025.

7. It was further submitted that the Developer failed to fulfill the terms of the settlement as committed. Upon the Complainant's visit to the site in February 2025 and meeting with Mr. Konda Reddy and Mr. Rajasekhar, the timeline for closure was extended to March 2025. Subsequently, the Developer returned a partial payment of ₹15,00,000/- in March 2025 and

reimbursed the EMIs. However, the Developer again sought time till May 2025 vide a signed document to close the whole transaction.

8. The Complainant submitted that as of 27-05-2025, the Developer had returned only ₹15,00,000/- and the EMIs for the period from January 2025 to May 2025. There was no visibility regarding the pending amount of ₹13,64,504/- or the closure of the outstanding loan amount of ₹56,00,000/- with HDFC Bank. In view of the above, the Complainant prayed for immediate action to enforce the settlement and close the transaction.

### ***B. Relief(s) Sought***

9. Accordingly, the Complainant sought the following reliefs:

- i. *Flat value agreed in 2021-70,32,000 INR  
Flat value in 2024-95,00,000 INR (Registered to another)  
Agreed value by both parties in Jan 2025-8464500 INR +EMI from Jan 25 Total amount returned by builder till date - 15 lakh +EMI- Jan 25 to May'25  
Balance amount to be paid = Bank loan - 56 Lakh and pending amount 1364504 + EMI 70 Lakhs*
- ii. *Interest amount as applicable norms for 70 lakhs*
- iii. *Compensation for mental agony and hardship - 7.5 Lakh*
- iv. *Opportunity Loss (unable to invest in new): 9 Lakh*
- v. *Any other relief the Authority deems fit in the interest of Justice*

### ***C. Counter filed by Respondents 1, 2 & 3.***

10. The Respondents, represented by Respondent No. 3, Sri Rajasekhar Reddy, Managing Partner of M/s IDREAM SAI RK INFRA, submitted the counter-affidavit. It was stated that the complaint was not maintainable either in law or on facts and was liable to be dismissed as the Complainant had not approached the Authority with clean hands and was guilty of *suppressio facto* and *suppressio veri*. The Respondents denied all allegations made in the complaint, save for those expressly admitted, and put the Complainant to strict proof of the same.

11. It was submitted that the Complainant voluntarily approached the Respondents to purchase a 3BHK residential apartment, specifically Flat No. 718, admeasuring 1465 sq. ft., in the project "Oxygen Homes" at Gajularamaram Village. A Sale Agreement was executed on 06-12-2021 for a total sale consideration of ₹70,32,000/-. The Respondents stated that the Complainant paid an advance of ₹14,00,000/- in October 2021 and subsequently secured a loan

from HDFC Bank to the extent of ₹56,32,000/-. Out of the sanctioned loan, ₹49,79,000/- was disbursed to the Respondents. Thus, the total amount received was ₹63,79,000/-, leaving a balance of ₹6,53,000/- pending release. It was further alleged that the Complainant failed to remit the applicable GST despite repeated reminders.

12. The Respondents submitted that in June 2024, the Complainant unilaterally requested to exchange the originally booked 3BHK flat for a 2BHK unit. Acceding to this request, the Respondents offered Flat No. 222, admeasuring 1260 sq. ft., for a negotiated consideration of ₹65,00,000/-, with the understanding that previous payments would be adjusted. However, it was subsequently discovered due to an internal miscommunication between the marketing and sales department of the Respondents that Flat No. 222 had already been agreed to be sold to another customer. Upon being informed of this oversight, the Complainant expressed her intention to cancel the transaction.

13. It was further submitted that to rectify the situation, the Respondents proposed to cancel the agreement, refund the entire amount received, and pay an additional goodwill amount of ₹14,32,500/-, totalling ₹84,64,500/-. In fulfillment of this settlement, the Respondents refunded ₹29,79,000/- directly to the Complainant in a phased manner via cheques. Additionally, the Respondents undertook to clear the housing loan liability of ₹49,79,000/-, which was discharged on 28-07-2025, with the loan closure letter issued on 26-08-2025. The particulars of the ₹29,79,000/- refunded directly to the Complainant were tabulated as follows:

<b>Date</b>	<b>Amount (₹)</b>	<b>Mode of Payment</b>
11-03-2025	10,00,000/-	Cheque Nos. KVB00518 & KVB00519
13-03-2025	5,00,000/-	Cheque No. KVB000520
03-06-2025	5,00,000/-	Cheque No. HDFC003085
05-06-2025	5,00,000/-	Cheque No. HDFC003086
06-06-2025	4,79,000/-	Cheque No. HDFC003087

14. The Respondents stated that they also bore the burden of paying the EMIs on the Complainant's housing loan from January 2025 to July 2025. A cancellation agreement was signed in July 2025, wherein the Complainant received a full refund along with an additional goodwill sum of ₹14,32,500/-. It was contended that despite this full and final settlement, the

Complainant initiated the present proceedings claiming sums over and above the settled amount. The Respondents argued that there was no question of "opportunity loss" or mental agony, as the cancellation was mutual and the Complainant had been compensated. Consequently, the Respondents prayed for the dismissal of the complaint with costs.

***D. Rejoinder filed by the Complainant.***

15. The Complainant filed a Counter Reply to the submissions made by the Respondents. At the outset, the Complainant reiterated the facts regarding the execution of the Agreement of Sale dated 06-12-2021 for Flat No. 718, admeasuring 1465 sq. ft. (3BHK), for a total consideration of ₹70,32,000/-. It was submitted that an advance amount of ₹14,00,000/- was paid in October 2021, and a housing loan of ₹56,00,000/- was availed from HDFC Bank. A sum of ₹49,79,000/- was disbursed directly to the Respondents, bringing the total amount paid to ₹63,79,000/-. The Complainant stated that she had been paying the Equated Monthly Installments (EMIs) diligently since January 2022.

16. Regarding the allegation of non-payment of GST, the Complainant vehemently denied the same. It was submitted that once the Complainant conveyed her unwillingness to proceed with Flat No. 718 in or about June 2024 and requested cancellation and settlement, the demand for GST no longer arose. It was contended that despite repeated follow-ups, the delay in settlement and refund was caused solely by the Respondents. Therefore, the non-payment of GST could not be attributed to the Complainant nor treated as a default.

17. The Complainant further placed on record the specific circumstances surrounding the request for a change of flat. It was stated that around June 2024, upon inspection and evaluation, the Complainant found the kitchen area of Flat No. 718 to be significantly smaller than expected and unsuitable for her requirements, noting that approximately 30% of the area was allocated to balconies. Consequently, mutual discussions were held, and the Respondents offered an alternative unit, Flat No. 222, admeasuring approximately 1260 sq. ft., at a mutually agreed price of ₹65,00,000/-. It was emphasized that this arrangement was reached through bilateral negotiation and consent, and was not a unilateral decision by the Complainant.

18. It was forcefully submitted that while offering Flat No. 222 to the Complainant, the Respondents simultaneously resold the originally allotted Flat No. 718 for approximately ₹95,00,000/- around September/October 2024, without informing the Complainant. It was argued that although the Respondents benefited from the higher value upon resale, they failed to settle the Complainant's account promptly. Despite repeated requests from October 2024

onwards to close the loan and settle the difference amount, the Respondents failed to act. The Complainant continued to bear the EMI liability, and the home loan was closed only after the filing of the present RERA complaint. This prolonged delay, despite the resale, was stated to have caused serious financial and opportunity losses.

19. The Complainant contended that the resale of Flat No. 718 was illegal and constituted an unfair trade practice. It was submitted that the said flat, being under a subsisting Agreement of Sale with the Complainant, could not have been lawfully sold or registered to a third party without the Complainant's written cancellation and the bank's clearance. At the time of the said resale, the Complainant was still servicing the EMIs on the HDFC loan linked to Flat No. 718. This action was termed a clear deficiency of service on the part of the Respondents.

20. It was further submitted that the Complainant requested a refund in January 2025 when it was discovered that Flat No. 222 was also unavailable. While acknowledging the Respondents' admission of inadvertent error, the Complainant stated that a settlement closure was mutually decided in January 2025. However, the Respondents repeatedly shifted the timelines from January 2025 to March 2025, and subsequently to May 2025. It was stated that during this prolonged period, the Complainant suffered severe financial stress.

21. The Complainant submitted that the Respondents settled the matter by clearing the HDFC loan liability and refunding the amounts along with a goodwill payment only in July 2025, subsequent to the filing of the RERA complaint. The Complainant acknowledged signing the cancellation agreement in July 2025 as a procedural requirement for the closure of the bank loan.

22. Finally, the Complainant detailed the opportunity loss and mental agony suffered. It was submitted that funds remained blocked from June 2024 to July 2025, resulting in the loss of multiple investment opportunities. The Complainant narrated that in January 2025, upon discovering that Flat No. 718 had been sold to another purchaser and Flat No. 222 was under agreement with a third party, she realized she had been paying EMIs for over three years without any flat in her name. It was further stated that when she visited the project with her family, the security personnel refused to allow her car to be parked, causing humiliation and distress. Despite acting patiently and extending time for settlement, the constant follow-ups and absence of the Respondents in scheduled bank meetings caused immense mental stress. It was submitted that the delay and mistreatment caused severe financial loss, opportunity cost, and mental agony.

***E. Points to be Determined***

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

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

***E. Observations of the Authority:***

**Point I**

24. Upon careful consideration of the pleadings, documents placed on record, and the submissions advanced by both parties, this Authority observes that the dispute between the parties stood resolved by way of mutual settlement. It is an admitted position that a cancellation agreement was executed between the Complainant and the Respondents on 28.07.2025, whereby the Agreement of Sale in respect of the subject flat was cancelled by mutual consent.

25. This Authority further notes that the Complainant herself, in her rejoinder, has acknowledged that the issue relating to refund and cancellation of the subject flat was completed in July 2025. The said admission clearly establishes that the transaction between the parties has been brought to a closure and that the reliefs pertaining to refund no longer survive for consideration before this Authority.

26. It is also placed on record that, as part of the settlement, the Respondents have paid an amount of ₹14,32,500/- as goodwill to the Complainant. The Respondents have stated that the entire dispute arose on account of a misunderstanding on their part, and the goodwill payment was made to amicably resolve the matter and avoid further hardship to the Complainant.

27. This Authority notes that the Complainant has acknowledged receipt of the amounts paid pursuant to the settlement and has voluntarily executed the cancellation agreement dated 28.07.2025. The settlement, therefore, reflects a conscious and informed compromise arrived at between the parties, resulting in the complete resolution of the dispute relating to the subject flat.

28. In view of the above, this Authority is of the considered opinion that no surviving cause of action subsists insofar as the reliefs sought in the present complaint are concerned. Accordingly, the complaint is liable to be dismissed as having been settled between the parties.

29. However, with respect to the claim of compensation towards mental agony and alleged opportunity loss, this Authority observes that such claims fall within the scope of adjudication under Section 71 of the Real Estate (Regulation and Development) Act, 2016. Liberty is therefore reserved to the Complainant to approach the Adjudicating Officer, if so advised, in accordance with law.

30. Accordingly, the complaint is dismissed. 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**

