

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY
[Under the Real Estate (Regulation and Development) Act, 2016]

COMPLAINT NO.289 OF 2024

13th Day of October 2025

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

Rajesh Rayi

(R/o. Janapriya Nilevally, 2817, Ameenapur, Sangareddy 500 049)

...Complainant

Versus

M/s. Janapriya Townships Private Limited

(Office Address: Keerthi Pride Towers. 3rd& 5th floor Rd. No. 2, Banjara Hills, Hyderabad 500 034)

...Respondent

The present matter filed by the Complainant herein came up for hearing before this Authority in the presence of the Complainant in person, and the Counsel for Respondent and upon hearing submissions made by both parties, and the matter reserved over for consideration till this date, this Authority passes the present Complaint **ORDER:**

2. The Complainant has filed complaint on hand under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "RE(R&D) Act"), read with Rule 34(1) of the Telangana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the "Rules"), alleging commission of violation and contravening of the provisions of the said Act and Rules and sought for the appropriate reliefs against the Respondent.

A. Brief facts of the case:

3. The Complainant submitted that he had booked a flat on 07.12.2011 in the Respondent's "Janapriya Nile Valley" project. The details of the flat are Flat No. 2817, located in Block 2B. The flat had a super built-up area of 1,060 sq. ft., at an agreed price of ₹1,870 per sq. ft., after a discount of ₹40 per sq. ft., bringing the total sale consideration to ₹24,03,488. That out of the sale consideration amount, he(Complainant) paid an initial

advance of Rs. 50,000/- and availed of a housing loan from HDFC Bank on 29.12.2011, for Rs. 11,70,000, which was disbursed to the Respondent.

4. The Complainant further submitted that even after paying approximately 70% of the total cost of the flat, the construction on Block 2B had not commenced, and the Respondent was unresponsive to notices and any communication. Eventually, the Respondent offered a shift to Block 2A, where the construction was ongoing. After a few months in 2015, the Respondent insisted that the Complainant pay as per current market rates, excluding other additional charges and making the flat unaffordable to the Complainant.

5. The complainant submits that in the year 2023, the Respondent sent a cancellation notice citing non-payment, even though the Complainant had paid 70%, and eventually, the Complainant discovered that his flat had been sold to another person without his consent, and the bank refused to provide an NOC. After several failed attempts to resolve the issue amicably the Complainant had requested for a refund, and in April 2024, the Respondent agreed to refund Rupees ₹ 33,35,600/-, allegedly pressurising him (Complainant) to accept the amount without condition, or otherwise pursue legal recourse and having exhausted all avenues, he(Complainant)has approached TS-RERA in August 2024 seeking justice.

B. Reliefs Sought for:

6. Aggrieved by the actions of the Respondent, the Complainant approached this Authority for the following reliefs

- i. The Complainant requests an immediate refund of ₹15,70,000 plus 12% annual interest for a 13-year delay, totalling to approximately ₹68,50,684.
- ii. The complainant seeks compensation for the financial burden caused by missed rent on his home loan, amounting to 18,00,000 from 2012 to 2024.
- iii. Complainant seeks compensation of ₹10,00,000 for the mental and emotional distress caused by the builder's continued delays, false promises, and lack of communication.
- iv. Action against the builder for failure to comply with RERA guidelines and penalty for violating the project timeline, making false promises, and unauthorised selling of the flat.

C. Reply filed by the Respondent

7. The Respondent filed a reply stating that the Complaint does not come under the purview of RERA, as TG RERA was not in force when the Complainant booked the flat in 2011.

8. The Respondent submits that the complainant being desirous of having a flat in its project entered into an agreement of sale dated 06/12/2011 for purchase of an apartment No.2817, admeasuring built up area 840 sq.ft along with common service area of 220 sq.ft in 8th floor of Block-2, including common areas and amenities together with undivided share of land of 30.42 sq. yds, out of the land admeasuring Ac.24-25.5 gts., for a consideration of Rs.20,24,600/- (excluding amenities cost of Rs.2,82,000/-) and paid an advance amount of Rs.50,000/- towards advance payment vide Cheque No 00004 dated 27/11/2011, and Rs.3,50,000/- by cheque No.000005, dated 11/12/2011. Subsequently, he arranged a loan from HDFC Bank, which disbursed Rs 11,70,000. Rupees Eleven Lakh Seventy Thousand Only) On 14/12/2011, totalling to Rs. 15,70,600/- (Rupees Fifteen Lakh Seventy Thousand Six Hundred Only) and the deferred payments schedule of balance sale consideration as agreed to be paid stage-wise by the complainant was set out in clause 2.2 of the agreement

9. The Respondent also submitted that the project's delay occurred due to delay in getting permissions from the concerned departments, and that further delay was occurred due to COVID-19. Finally, it(Respondent) states that they have completed the construction of the 2B block by 2024 and registered the flats in favour of other booked customers who have made a complete payment and handed over the flats to them.

10. The Respondent submitted that the Complainant had approached them and requested a refund, duly cancelling his booked flat, for which it(Respondent) had agreed, and after considering the cancellation request, it(Respondent) has refunded the amount to the Complainant that was paid by him, along with appropriate interest. Further it has submitted that the present complaint filed by the Complainant under the RERA Act, 2016 is ex-facie not maintainable, as the Complainant has already entered into a full and final settlement and received a total sum of Rs. 33,35,598/-, comprising Rs. 15,70,600/- towards the consideration paid and Rs. 17,64,998/- as compensation totaling to Rs. 33,35,598 and the same was transferred from its (Respondent) Axis Bank account in three equal installments of Rs. 11,11,866/- on 16.04.2024, 28.05.2024, and 25.07.2024, respectively, to the complainant's bank account.

11. The Respondent further submitted that the Complainant remained informed and was a witness to the project's developments throughout that period. Eventually, at the Complainant's request, it (Respondent) agreed to cancel the booking and refunded the entire amount of Rs. 33,35,598/- as detailed herein above. Having voluntarily accepted the refund without any protest, the Complainant is now estopped from re-agitating the same grievance before this Authority, and the attempt to seek further relief under Section 18 of the Act is legally unsustainable.

12. The Respondent further submits that the Complainant withdrew from its project on his own volition and received due compensation. This present complaint, seeking additional refund, interest, and compensation, amounts to forum shopping and abuse of the legal process, and that the allegation made in the rejoinder regarding coercion in arriving at the settlement is a fabricated afterthought, solely intended to justify filing of this frivolous complaint.

13. The Respondent has also submitted a memo before this authority stating that basing on it the Compensation amount of Rs. 17,65,600/- was paid to the complainant. That the said settlement was arrived at pursuant to several deliberations that were had with the Complainant and was also done as per the Complainant's consent vide his email communication dated 09.09.2023, wherein the Complainant has requested it (Respondent) to proceed with payment at 9% per annum (from January, 2012 to December, 2023 i.e. 12 years X Rs. 141300 16,95,600/- + 70,000/- for 6 months i.e. from Jan to June, 2024, totalling to Rs. 17,65,600/-), as a condition for cancellation of the flat and the amount was worked out to 33,35,600/-, which was the basis for making the payment of Rs.33,35,600/- (Rupees Thirty Three Lakh Thirty Five Thousand Six Hundred Only) to the Complainant. The Respondent has attached the email of the complainant addressed to it(Respondent) company dated 08.09.2023.

14. The Respondent further submitted that the Complainant, despite receiving of the final payment from the it(Respondent), has approached the RERA authorities for compound interest, which is against their earlier understanding, and the same is arbitrary and irrational and hence in conclusion, it(Respondent) prayed this Hon'ble Authority to dismiss the complaint.

D. Rejoinder Filed by the Complainant

15. The Complainant in his rejoinder submitted that the Respondent has made deliberate misrepresentations before this authority, which include false statements, unauthorised sale of the flat, and failure to provide possession.

16. The Complainant submits that if the approvals were pending then the Respondent should not have collected 70% of amount, that the reasons for settlement was that the Respondent refused to provide the flat, that the Respondent also had sold the flat unilaterally and illegally without informing to him (Complainant) and obtaining of NOC from the bank and that since 2011, he (Complainant) suffered from the actions of the Respondent.

17. The Complainant further submitted that the Respondent has made a partial payment of Rs. 33,35,598/- towards the total compensation amount; however, the total amount due, including principal and compound interest at 10.75% per annum (HDFC bank loan) from Dec 2011 to Feb 2025 is Rs. 68,42,782/- and that after deducting the partial payment of Rs. 33,35,598/-, the remaining outstanding balance due to him is Rs. 27,07,184/-, and prayed to grant reliefs as prayed for by him.

E. Points for consideration:

18. Based on the facts and circumstances of this case, the following questions came up for consideration before us:

I. Whether the present complaint is maintainable before this Authority? If so, to what extent?

II. Whether the Complainant is entitled to the reliefs sought for?

F. Observation of the Authority:

19. It is desirable to discuss the point I and II together to avoid repetition in discussing the material available on record before this authority.

20. Upon examining the material available on record before this authority and consideration of the oral and written submissions made by both the parties, it is evident that the facts which are not in disputed and admitted facts are that the Complainant booked flat No. 2817 of block 2B of Janapriya Nile valley Hyderabad, with an area of 1060 sq. ft and

paid booking advance amount of Rs.50,000/- and had also arranged loan from HDFC Bank which disbursed Rs. 11,70,000/- to the Respondent herein and thus the Complainant has paid Rs. 15,70,000/- in total to the Respondent from out of total sale consideration amount of Rs. 24,03,488/-.

21. While so it is the claim of the Complainant that though he had paid 70% of the flat cost to the Respondent, it had delayed the completion of the construction of Block 2B. It is also the case of the Complainant that the Respondent was unresponsive to his emails and phone calls. Eventually, he was offered a shift to Block 2A, where construction was ongoing, but the said shift had not materialised. In the meanwhile, the Respondent sent a cancellation notice citing non-payment of amounts due by him and thereafter came to know that the flat no. 2817, booked by him, was sold to another buyer without his consent, and after several failed attempts to resolve the issue amicably, he requested a refund for the amount paid by him along with interest. However, the interesting aspect that has to be taken note of is that in the rejoinder, he took a different stand, contending that his said booked flat was fraudulently, unilaterally and illegally sold to another buyer without informing him or obtaining NoC from his bank. He also contended that he was forced into the settlement. Now, the question is whether such contentions taken in the rejoinder can be sustained or not. In this context, it is very pertinent to take note of the Email dated 08.09.2023 sent by him to the Respondent, which was brought on record before this authority by the Respondent. A careful perusal of the same it will be evident that he had agreed for the cancellation of the said flat and also agreed to receive Rs. 33,00,000/- towards full and final settlement. Thus this email will make it clear that the Complainant himself had voluntarily agreed for the cancellation of the flat booked by him and also agreed to receive Rs. 33,00,000/- towards refund amount. If really, he was coerced or pressurised to agree to the cancellation of the said flat booked by him, then in all probability, he would not have sent the said email agreeing to the cancellation of the flat and for receiving of Rs. 33,00,000/- towards the refund amount. Therefore, in these circumstances, the above-highlighted contention of the Complainant taken in the rejoinder appears to have been taken as an afterthought and as such the same cannot be sustained.

22. Further, as can be gathered from the material available before this authority, the Respondent has refunded an amount of Rs. 33,35,598/-, in 3 equal instalments that is to say Rs.11,18,666/- on 3 occasions, on 16.04.2024, on 28.05.2025, and on 25.07.2024 through online transfers from its (Respondent's) Axis Bank account to the (Complainant's) ICIC Bank

account. Thus, it will be clear that the Complainant has received Rs. 33,35,598/- from the Respondent towards the agreed refund as a full and final settlement. Which, in all probability, should have included the sale consideration amount of Rs. 15,70,000/- paid by him to the Respondent and the balance amount of Rs. 17,65,598/- towards compensation amount. Admittedly receiving of the said amount of Rs.33,35,598/- was not denied by the Complainant when that is so now it has to be seen whether the relief sought for by him in the present complaint to order refund of all payments made by him to the Respondent amounting to Rs. 17,70,000/- with an interest of 12% per annum for the delayed period of 13 years which totals to approximately Rs. 68,50,684/-, compensation amount of Rs. 18,00,000/- for the financial burden due to loss of rent due to his home loan amount for the period 2012-2024, and further compensation of Rs. 10,00,000/- for mental and emotional distress caused by the builder continued delay, false promises and lack of communication.

23. In this context, it is very useful to look into Section 18 of the RE(R&D) Act, 2016, which deals with the return(refund) of the amount and compensation. For clarity and convenience sake, the relevant portion of section 18 of the Act is extracted hereunder: -

18. Return of amount and compensation: -

(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.

24. A careful reading of the above extracted section 18(1) of the RE (R&D) Act, 2016, makes it clear that if the promoter fails to complete or is unable to give possession of an apartment, flat or building (a) in accordance with the terms of the agreement for sale or, as

the case may be duly completed or (b) discontinuance of the developer on account of suspension or revocation of the registration under the act or for any other reason, he shall be liable on demand to the allottee, in case wishes to withdraw from the project without prejudice to any other remedy available, to return the amount received by him in respect of the apartment with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under the act.

25. In the present case, from the discussion made in foregoing para's it will be evident that the Complainant himself as per his email dated 08.09.2023, has voluntarily withdrew from the project of the Respondent and so also received amount of Rs. 33,35,598/- towards refund amount which was mutually arrived at and accepted by him (Complainant) without any contemporaneous protest, which included the consideration amount paid by him(Complainant) to the Respondent and so also agreed additional amount detailed herein above. On such voluntary withdrawal and receiving of the refund amount in full and final settlement, he(Complainant) ceased to be an allottee of the flat in the project of the Respondent. Thus, when he lost the status of allottee in the said project of the Respondent by voluntarily withdrawing from the project and so also receiving of the agreed refund amount i.e., Rs. 33,35,598/- by 25.07.2025, he became a stranger to the project of the Respondent and as such cannot be categorised as an "*aggrieved person*". According to section 31(1) only an aggrieved person can file a complaint with this authority. In these circumstances the present complaint filed by the complainant invoking statutory reliefs under Section 18(1) before this authority seeking for refund of Rs. 15,70,000/- with an interest of 12 % per annum for the alleged delay period of 13 years amounting to Rs. 68,50,684/- and also other reliefs as prayed for in present complaint cannot be maintained by him before this authority.

26. Even assuming, for the sake of argument, that the Complainant had accepted the amount under coercion or was influenced by the Respondent to accept the refund, it is pertinent to note that the Complainant, at that time, had an opportunity to avail statutory remedy under Section 18 of the RE(R&D) Act, 2016, which he chose not to pursue. Instead, he himself voluntarily cancelled his booking of the flat, withdrew from the project of the Respondent and proceeded to accept the agreed refund amount. The fact that remains is that the Complainant, after receiving of the entire agreed amount by 25.07.2024, approached this Authority by filing complaint under Form-M, once again claiming the entire amount with

interest, clearly indicates that his subsequent claim made in the present complaint is devoid of substance and cannot be sustained in law.

27. Further, if viewed from another angle also there is no evidence to show that the refund was accepted by him under coercion, duress, or undue influence. In the absence of such proof, and in light of the Complainant's own email which was the basis for the refund, the Authority is of the considered opinion that the claim now made in the present complaint under Section 18 does not survive, since once a party enters into a full and final settlement voluntarily and acts upon it, the right to subsequently re-agitate claims under Section 18 stands extinguished in law, and the same cannot be sustained in the eyes of the law.

28. In light of the foregoing discussion and the evidence available on record, this authority is of the considered view that the present complaint filed by him u/s 31 of the Act is not maintainable and so also does not warrant further adjudication under the provisions of the RE (R&D) Act, 2016. Accordingly, the complaint is liable to be dismissed.

29. In the result, the complaint accordingly dismissed.



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