

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 102 of 2025

30th 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

Subhasish Kumar Sahu

*(Flat No. 3061, Janapriya Nile Valley
PJR Enclave Road No-12, Chandanagar,
Hyderabad, Pin: 500050)*

...Complainant

Versus

M/s Jayathri Infrastructures India Pvt Ltd.

*(Rep by Managing Director Kakarla Srinivas)
(Plot No: 140/141, Eminent Plaza, 6th Phase,
KPHB Colony, Kukatpally, Hyderabad, Pin: 500085)*

...Respondent

The present matter filed by the Complainant herein came up for final hearing on 17.07.2025 before this Authority in the presence of the Complainant's authorised representative, Mrs. Alka Kumari Sahu, and none appeared on behalf of the Respondents despite service of notice; hence, set ex parte and upon hearing the submissions of the Complainant, this Authority proceeds to pass 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 has submitted that he had booked a flat under a pre-launch offer floated by M/s Jayathri Infrastructures India Private Limited for the project titled "Hilton". At

the time of booking and subsequent payments, the Complainant sought information from the Respondent regarding the ownership of the project land, the procedure for registration, and the completion of necessary formalities such as execution of the sale deed. However, the Respondent failed to furnish any response or documentary proof establishing ownership or development rights over the said land. It is further stated that, on 05.06.2022, the Complainant received a communication from the Respondent stipulating that, unless the remaining balance amount was paid on or before 08.06.2022, the booking would stand cancelled without any further notice.

4. The Complainant contends that, thereafter, the Respondent, without prior intimation or consent, had allegedly delegated the development and sale activities concerning the said flats to another entity, *Raja Developers*. Subsequently, signage of “Raja Developers” appeared at *Block No. 5* of the project site, indicating that they were undertaking construction and sale of flats therein. The Complainant submitted that, upon seeking clarification from *M/s Jayathri Infrastructures India Pvt. Ltd.* regarding this development and ownership of the project land, no response was forthcoming despite repeated representations.

5. The Complainant submitted that he received a letter from *M/s Janapriya Townships Pvt. Ltd.*, categorically stating that *Blocks 2B, 5, and 6* of *Janapriya Nile Valley* had not been sold to any developer and would be developed by Janapriya itself. They also warned potential buyers against booking properties in these towers with any developer, particularly *M/S Jayatri Infrastructure India Pvt Ltd*, as such sales under the brand name Hilton are considered illegal.

6. The Complainant submitted that upon discovering that the “Hilton” project was being marketed and sold without lawful rights, the Complainant approached the Respondent for the refund of the amounts paid to the Respondent. The Respondent thereafter issued the following cheques towards refund and settlement of including an interest amount of Rs. 37,97,500/-

The details of the cheque as follows;

1. Cheque No. 000138 for the amount of Rs. 15,00,000/- dated 05 October 2022.
2. Cheque No. 000139 for the amount of Rs. 15,00,000/- dated 08 October 2022.
3. Cheque No. 000140 for the amount of Rs. 7,97,000/- dated 11 October 2022.

7. The Complainant has submitted that all the above cheques were dishonoured upon presentation due to insufficient funds. Despite informing the Respondent about the dishonour, no remedial action was taken. Subsequently, the Respondent refunded only a sum of

₹5,00,000/- through *M/s Jaya Agro Pvt. Ltd.*, and assured to clear the remaining balance within a month, which was never fulfilled.

8. Thereafter, at the insistence of the Complainant, the parties executed a Refund-cum-Cancellation Agreement on 03.05.2023, wherein the Respondent undertook to refund the remaining principal amount of ₹29,84,000/- on or before 15.06.2023, failing which the Respondent would be liable to pay the said amount along with interest at 12% per annum. However, the Respondent failed to comply with the said terms. As a result, the total outstanding amount, inclusive of interest, has accumulated to ₹42,46,760/- as on 02.02.2025.

9. In view of the Respondent's continued default and failure to honour the terms of the Refund-cum-Cancellation Agreement, the Complainant approached this Authority seeking redressal and refund of the said amount along with applicable interest under the provisions of the Real Estate (Regulation and Development) Act, 2016.

B. Relief sought

10. Accordingly, the Complainant sought the following reliefs:

Direct the Respondent to refund the total amount with interest.

C. Points to be determined:

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

Whether the Complainant is entitled to the reliefs sought?

D. Observations of the Authority:

12. Before further adjudicating on the matter, this Authority takes due note of the repeated non-compliance by the Respondents, who have failed to appear before this Authority despite service of multiple notices and affording sufficient opportunities. In view of their continued absence, the Respondents are hereby set ex parte on 17.07.2025, and the matter is being adjudicated based on the pleadings, documents, and submissions placed on record by the Complainant.

13. Upon perusal of the available documents before this authority submitted by the Complainant, it is evident that the parties have entered into an MoU, i.e., with *M/s Jayathri Infrastructures Pvt. Ltd* Rep by Kakarla Srinivas on 3rd Sep 2021 under a pre-launch offer for

the purchase of a flat in the “Hilton” project, flat no. 601, on the 6th floor, Block – 5, East Facing, having a built-up area of 1480 Square feet, including common areas and car parking, together with an undivided share of 35 Square yards in Ameenpur Village and Municipality, Sangareddy Dist.

14. The complainant has paid a substantial amount totalling Rs. 34,84,000/- through online towards the purchase of a flat in the Respondents' project under pre-launch. However, despite receiving the consideration, the Respondent has neither commenced any construction activity in the said project nor demonstrated any bona fide intention to fulfil its contractual obligations. Such continued inaction, even after collecting substantial amounts of money from the Complainant, points to a deliberate and dishonest course of conduct from the Respondents.

15. The Complainant has submitted that, although the Respondent had issued certain cheques towards the refund of the amounts paid, the said cheques were dishonoured upon presentation due to *insufficient funds*. The Complainant further stated that despite bringing this fact to the notice of the Respondent, no corrective steps were taken. Subsequently, the Respondent refunded only a sum of Rs. 5,00,000/- out of the total amount of Rs. 34,84,000/- received from the Complainant. The Complainant has, therefore, sought a refund of the balance amount of Rs. 29,84,000/- along with interest. It is further submitted that though a refund-cum-cancellation agreement dated 03.05.2023 was also executed between the parties, the Respondent failed to adhere to the terms stipulated therein, thereby causing continued hardship to the Complainant.

16. In these circumstances, under Section 18(1) of the RE(R&D) Act, 2016, it extends a clear statutory right to an allottee to seek a refund along with interest where the promoter/Respondents either fail to complete the project or are unable to hand over possession within the stipulated timeframe. So, the allottee is entitled to a refund of the amount paid along with applicable interest. In the present case, the issue is not merely one of delay; it is a case of complete inaction on the Respondents.

17. In light of the above foregoing observations, this Authority notes that the Complainant is entitled for relief as mentioned in the main complaint under Section 18(1)(a) of the Real Estate (Regulation and Development) Act, 2016, which reads as follows:

(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:

18. In the present case, the Respondent neither completed the project nor initiated the mandatory statutory processes required for lawful execution of the project. The continued failure to commence the construction clearly amounts to a violation of the provisions of the RE(R&D) Act, 2016.

19. Consequently, in light of the respondent's failure to fulfil its obligations and the complainants' clear intention to withdraw, this Authority holds that the respondent is liable to refund the entire amounts collected from the complainants along with interest, as mandated under Section 18(1)(a) of the RE(R&D) Act.

20. The interest shall be computed from the respective dates of receipt of payments made by the complainant to the respondent.

21. The Complainant has also alleged that the Respondent had unauthorisedly delegated the development and sale activities relating to the said flats to another entity, *Raja Developers*. However, it is noted that the said entity has not been impleaded as a party to the present proceedings, nor has any specific relief been sought against it. Accordingly, this Authority confines its adjudication to the Respondent alone.

22. It is pertinent to note that this Authority has already adjudicated similar complaints arising out of the same project, "Jaya Hilton Project", promoted by M/s Jayathri Infrastructures India Pvt. Ltd., Complaint No. 163 of 2025 & Ors (Jaya Hilton Batch II). In those matters as well, the Authority had observed identical patterns of non-compliance, inter alia, the collection of substantial amounts from allottees under a pre-launch offer and failure to commence construction within a reasonable period. The Authority had further recorded findings that M/s Jayathri Infrastructures India Pvt. Ltd., without holding an unencumbered and marketable title

over the subject tower, had nevertheless proceeded to enter into subsequent Memoranda of Understanding with third parties. It is also significant to note that in the said proceedings, the Respondent therein, M/s Jayathri Infrastructures India Pvt. Ltd., acknowledged the lapses and agreed to refund the amounts collected from the respective allottees. The said findings, observations, and undertakings are therefore squarely applicable and relevant to the facts and circumstances of the present case.

23. Accordingly, the Complainant entitled for Refund of the amount paid by him to the Respondents and also with the interest at the rate prescribed under Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017, i.e., the State Bank of India's Marginal Cost of Lending Rate (MCLR) plus 2% per annum (i.e., 8.75% + 2%), calculated from the from the respective dates of receipt of payments made by the complainant to the respondent.

F. Directions of the Authority:

24. In view of the foregoing findings and in exercise of the powers conferred under the Real Estate (Regulation and Development) Act, 2016, the Authority issues the following directions:

a) The respondent, M/s Jayathri Infrastructures Pvt Ltd., is hereby directed to refund the amount collected from the Complainant, i.e., 29,84,000/-, along with interest at the rate of 10.75% per annum (SBI MCLR of 8.75% + 2%) within Thirty (30) days from the date of receipt of this order.

b) The said interest shall be calculated from the respective dates of receipt of each payment made by the complainant to the respondent until full refund is made.

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

26. As a result, the complaint is disposed of accordingly. 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