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

Complaint No. 250 of 2025

Dated: 3rd November 2025

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

Between:

Avula Aruna,
(H.No. 13-88/11/1, Flat No.213,
Dream Enclave Apartment, Yadavnagar,
Near Sri Ram Theatre, Malkajgiri, Hyderabad- 500047)

...Complainant

Versus

1. M/s. Krithika Infra Developers
(Rep. by its Managing Director, D. Srikanth,
3rd & 4th Floor, Sri Padanjali Building,
Beside Bahar cafe L.B. Nagar, Hyderabad – 500074)

2. Doomavath Gopal
(Director of M/s Krithika Infra Developers
H.No. 7-67, Gvr Colony, Tattiannaram Village,
Abdullapurmet Mandal, Ranga Reddy Dist- 500068)

3. Doomavath Srikanth
(MD of M/s Krithika Infra Developers
H.No. 7-67, Gvr Colony, Tattiannaram Village,
Abdullapurmet Mandal, Ranga Reddy Dist- 500068)

4. Smt. Radha Bhukya
(MD of M/s Krithika Infra Developers
H No. 7-67, Gvr Colony, Tattiannaram Village,
Abdullapurmet Mandal, Ranga Reddy Dist- 500068)

5. Shri. Doomavath Shashikanth
((Exective Director of M/s Krithika Infra Developers
H No. 7-67, Gvr Colony, Tattiannaram Village,
Abdullapurmet Mandal, Ranga Reddy Dist- 500068)

.... Respondents

The present matter filed by the Complainant herein came up for hearing before this Authority in the presence of the Complainant in person, 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, Smt. Avula Aruna, W/o. Shri. Avula Bhaskar Reddy submitted that she had purchased a residential flat from M/S Krithika Infra Developers situated in Survey No. 215, admeasuring 13658 Sq. Yards or 11418 Sq. Meters are situated in Boduppal village, Municipality Mandal, Medchal-Malkajgiri District, Telangana State. The Complainant submitted that in purchased in pre pre-launch offer and received an agreement of sale on 26.08.2023 after full payment of Rs. 32,00,000/- towards the size of a 1600 sq. ft. flat and the total payment have been paid by 31.10.2022

4. The Complainant submitted that the Respondent No.1, M/s. Krithika Infra Developers had orally assured the Complainant that the possession of the said flat would be handed over by June 2024. However, till date, there has been no commencement or progress of construction activity at the project site.

5. The Complainant submitted that on 23.09.2023, the Respondent No.1, M/s. Krithika Infra Developers obtained a building permission from the Boduppal Municipal Corporation vide Application No. 009613/BP/HMDA/2100/GHT/2023, for the construction of (2 Cellars + 1 Stilt + 1 Upper Floor) only; however, the Respondent had falsely represented to the Complainant that the project was approved for 10 floors. In view thereof, the Complainant submits that M/s Krithika Infra Developers has failed to obtain any approval for the construction of the said project and has failed to obtain the mandatory RERA registration for the said project site and it is submitted the Complainant is forcing the Respondent for registration of the land in their name, however the Respondents do not have the land to register in favour of Complainant.

B. Relief(s) Sought

6. Accordingly, the Complainant sought for the following reliefs:

1. *To instruct the Respondent Promoter to register the land to the non-register members.*
2. *To instruct the Respondent Promoter to get the RERA Registration.*
3. *To instruct the Respondent Promoter to develop the development works at the earliest.*
4. *Alternatively, to avail a full refund of Rs. 16,20,080/- (Rupees Sixteen Lakh Twenty Thousand Eighty Only) along with interest as per the government norms.*
5. *To instruct the Respondents till the time of processing the refund to not engage in any activity of selling the land or cancelling of the Development Agreement to registered members.*
6. *To give the time lines for the above request as the Complainant is paying the interest through EMI's.*

C. Points for consideration:

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

I. Whether the Respondents have violated any provisions of the RE(R&D) Act, 2016?

II. Whether Complainant is liable for relief as prayed for? If yes, to what extent?

D. Observation of the Authority:

8. 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 notice and affording sufficient opportunities. In view of their continued absence, the Respondents are hereby set ex parte, and the matter is being adjudicated based on the pleadings, documents, and submissions placed on record by the Complainant.

Point I

9. It is pertinent to mention that this Authority has already dealt with similar violations by the same Respondent in **Complaint No. 115 of 2024**, which related to this very project. After

a detailed examination of that matter, this Authority passed an order, holding that they had violated provisions of the RE(R&D)Act 2016. In that said order, it was found that the Respondent had marketed and sold units without registering the project with this authority, in contravention of Sections 3 and 4 of the RE(R&D) Act, 2016. Further, the Respondent had also received advance payments exceeding 10% of the consideration prior to execution of a registered agreement for sale, thereby violating under Section 13(1) of RE(R&D) Act, 2016. Consequently, a penalty of ₹9,96,050/- was levied on the Respondent under Sections 59, 60, and 61 of the RE(R&D) Act, 2016, and the Respondent was directed to register the project without further delay and to restrain from engaging in any marketing or sale activity until compliance was ensured.

10. As this Authority had already adjudicated the matter on similar facts and imposed a penalty for violation of Section 3. Therefore, the issue of unregistered development by the Respondent-promoter in the present case stands on an identical footing, and has already been addressed through the said earlier order.

11. Further, this Authority, in its Order in Complaint No. 86 of 2025 dated 16.10.2025, declared the **Respondent No. 1/Promoter, M/s Krithika Infra Developers, as a "defaulter"** The relevant portion of the said order is as follows:

> *"27(b)….The Respondent No.1/Promoter is hereby declared a "defaulter" for continuous and willful violation of the provisions of the RE(R&D) Act, 2016. As a result, any developmental activities undertaken by the Respondent No.1, Promoter stand terminated with immediate effect. The impugned developer is hereby restrained from undertaking any further advertisement, marketing, booking, sale, or offering for sale of any apartment or part thereof in the said project or any other projects in the future, in any manner whatsoever.*

12. Hence, Point I is answered in the affirmative

Point II

13. Upon perusal of the Agreement of Sale dated 26.08.2023, executed between Shri. D. Srikanth, Managing Partner of M/s Krithika Infra Developers, in favour of the Complainant, it is evident that the Complainant has paid an amount of Rs. ₹32,00,000/- (Rupees Thirty Two Lakh Only) towards sale consideration, which has been duly acknowledged by the Respondents.

14. It is further observed from the documents placed on record that Respondent No.1 has obtained building permission bearing No. 009613/BP/HMDA/2100/GHT/2023 for the construction of 2 Cellars + 1 Stilt + 1 Upper Floor. However, despite having secured such permission, Respondent No.1 has neither commenced any construction activity at the project site nor demonstrated any bona fide intention to fulfil its contractual obligations. This persistent inaction, notwithstanding the substantial amounts collected from the Complainant, reflects a deliberate and dishonest course of conduct on the part of the Respondents. Such continued inaction, despite having collected substantial amounts from the Complainant, indicates a deliberate and dishonest course of conduct on the part of the Promoter. It is further observed that the Respondent Promoter has completely abandoned the project and, in all proceedings pertaining thereto, has failed to establish any genuine intent or credible plan to initiate or resume construction. In view of the fact that the project has remained stalled for several years and that the Respondent Promoter has effectively abandoned the development altogether, this Authority finds it neither reasonable nor feasible to direct completion of the project at this stage.

15. Accordingly, the relief sought by the Complainants, insofar as it pertains to the refund of the amounts paid along with applicable interest, deserves to be allowed.

16. In these circumstances, Section 18(1) of the Real Estate (Regulation and Development) Act, 2016, confers a clear statutory right upon an allottee to seek refund of the amounts paid, along with interest, in cases where the promoter fails to complete or is unable to deliver possession within the stipulated period Hence, the Complainants are entitled to refund of the amount paid along with interest, as mandated under the said provision.

17. In light of the abovementioned 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 No.1 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. Accordingly, the Complainant entitled for refund of the amount of 32,00,000/- (Rupees Thirty Two Lakh Only) paid by the Complainant 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 respective date of Agreement of Sale until the date of actual refund.

20. In view of the above findings, this Authority is of the considered opinion that the Complainant is entitled to the relief sought, refund of the entire sale consideration with interest.

21. Hence, Point II is answered accordingly.

E. Directions of the Authority:

22. In exercise of the powers conferred upon this Authority under Sections 37 and 38 of the Real Estate (Regulation and Development) Act, 2016, and in furtherance of the findings and conclusions drawn hereinabove, the following directions are hereby issued:

a) The Respondent No. 1 is directed to refund Rs. 32,00,000/- (Rupees Thirty Two Lakh Only) along with interest at the rate of 10.75% per annum (SBI MCLR of 8.75% + 2%) from the date of the Agreement of Sale dated 26.08.2023 till the date of actual refund in accordance with Rule 15 of the Telangana RE(R&D) Rules, 2017 within 30 (thirty) days from the date of this Order;
b) Failing to comply with the above-said direction by the Respondent shall attract a penalty in accordance with Section 63 of the RE(R&D) Act, 2016.

23. In light of the above, the present Complaint is disposed of in terms of the directions contained herein. No order as to costs.

Sd/-	**Sd/-**	**Sd/-**
Sri K. Srinivasa Rao,	**Sri Laxmi Narayana Jannu,**	**Dr. N. Satyanarayana, IAS (Retd.),**
Hon'ble Member,	**Hon'ble Member,**	**Hon'ble Chairperson,**
TG RERA	**TG RERA**	**TG RERA**