

**BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY**

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

**Date: 12<sup>th</sup> 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**

**COMPLAINT NO. 285/2025/TGRERA**

**Prathi Purna Chandra Rao**

*D. No. 8-3-224, Flat No. 401, C/o. Prashant Towers, F-77,  
Behind Ushodaya Super Market, Madhura Nagar,  
Hyderabad - 500038.*

...Complainant

Versus

**Narsimha Reddy Amaram**

*H. No. 25-36/9/4/C, Mallikarjuna Nagar, Ramachandra Puram,  
Sangareddy District, Telangana - 502032.*

...Respondent

The present matter filed by the Complainant mentioned herein-above came up for hearing on 19.08.2025 before this Authority in the presence of the Complainant, and the Respondent's counsel Prabhu N. Savanur. Upon hearing the submissions of all the parties, 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 Respondent.

***A. Brief facts of the Case as per Form M filed by Complainant***

3. It was submitted that the Complainant initially entered into an Agreement of Sale with the Respondent on 10th June 2021, for the purchase of an apartment, specifically Flat No. 505, with "Alliance Infra Projects" at Isnapur. The Complainant stated that an advance payment of ₹7,82,133/- was made, with the intention to finance the remaining amount through a bank loan.

4. The Complainant alleged that the Agreement of Sale documented the flat's area as 1055 sq. feet. However, it was contended that the actual carpet area allotted was only 780 sq. feet, a fact that was not documented in the agreement. It was alleged that the Respondent misled the

Complainant by not clearly differentiating between the build-up area and the carpet area, thereby obscuring the true size of the flat.

5. It was further submitted that upon discovering this discrepancy, the Complainant confronted the Respondent and requested a refund of the advance payment. The Respondent allegedly informed the Complainant that any such refund would be subject to a forfeiture of 20% of the advance amount. This placed the Complainant in a state of dilemma.

6. It was stated that sometime thereafter, the Respondent launched a new venture for selling plots under the name "Advent Urban County," located at Nagwar Village, Sangareddy District. The Complainant alleged that the Respondent motivated him to transfer his investment to this new project, citing the future potential of the nearby NIMZ project.

7. The Complainant submitted that, being anxious to avoid the 20% loss on his initial advance payment, he agreed to the Respondent's proposal. After a brief visit to the new venture, the Complainant selected Plot No. 344 from a map shown at the Respondent's office. It was also contended that the Respondent demanded and received extra money for this plot on the grounds that it was "east-facing." The plot was subsequently registered in the Complainant's name.

8. The Complainant alleged that upon visiting the venture again after some months, he was "shocked" to discover the actual condition of his plot. It was contended that Plot No. 344 was situated in a very low-lying area (described as "pallam"), significantly below the level of the internal road, and located within an area of the venture that had uneven terrain ("ups and downs").

9. It was contended that this low-lying nature made the plot unsuitable for building a house or for resale, as potential buyers would prefer plots level with the ground.

10. The Complainant alleged that the Respondent, being the owner of the venture, had a "clear idea" and full knowledge of the "pathetic condition" of Plot No. 344. It was alleged that the Respondent, with a "cunning nature," knowingly encouraged the Complainant to select this specific, undesirable plot. The Complainant submitted that after being affected in the first apartment transaction, he was deceived a second time by the Respondent instead of being offered a suitable plot.

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

11. Accordingly, the Complainant sought the following relief:

- i. I request the RERA authorities to see that I get my money, Rs. 7,82,133, back with interest from my initial days of investment as applicable.

### ***C. Counter filed by Respondent***

12. At the outset, it was submitted that the Complaint was neither maintainable in law nor on facts, and hence the same was liable to be dismissed in-limine.

13. It was submitted that the Respondent was engaged in the business of real estate development with uncompromising values, customer centricity, reliable standard, and transparency in business operations. It was further represented that the Respondent had developed and constructed several projects and, over a period of time, established a valuable reputation in the real estate construction and infrastructure industry.

14. It was further stated that the Complainant herein had voluntarily approached the Respondent, expressing his interest to purchase Flat bearing No. 505 in the Fifth Floor with a built-up area of 1055 sq.ft. (including common area and car parking) along with an undivided share of land admeasuring 53 sq.yds., in the project named "ADVENT" situated at Isnapur, Patancheru, Sangareddy. It was pointed out that the project bore RERA Registration No: P01100002570, and the Registration Certificate dated 23.02.2021 was placed on record.

15. The counter stated that the Complainant had paid an advance amount of Rs. 5,86,590/- , equivalent to 15% of the total flat cost, followed by an additional payment of Rs. 1,00,000/-, thereby demonstrating his interest in the said flat. It was contended that pursuant thereto, an Agreement of Sale was duly executed by the Complainant on 10.06.2021 for a total sale consideration of Rs. 39,10,850/-. It was further contended that the Complainant had voluntarily signed the Agreement of Sale after thoroughly reading and understanding its contents, which clearly specified the built-up area as 1055 sq. ft.

16. It was then submitted that after a lapse of nearly one and a half years, the Complainant unilaterally chose to cancel the purchase of the flat on 06.01.2023 through a WhatsApp message sent to the Respondent. It was stated that the Respondent was taken aback to learn that the stated reason for the cancellation was the Complainant's preference for a resale flat located closer to his children's school. It was argued that it was indeed surprising that an issue which had not arisen or been mentioned for over eighteen months suddenly became the

principal reason for cancellation. A copy of the said WhatsApp communication from the Complainant intimating the cancellation was produced.

17. It was stated that the Complainant also alleged he had been misled and cheated with respect to the carpet area of the flat. However, it was respectfully submitted that the project was duly registered under RERA, and as such, all details pertaining to the dimensions of the flat, including the carpet area, were transparently disclosed and readily accessible on the RERA portal.

18. Additionally, it was explained that in order to accommodate the Complainant's request and act in good faith, the Respondent had agreed to proceed with the cancellation of the flat purchase and refund the advance amount, subject to a 20% deduction towards marketing charges payable to the marketing agency, Rebridz. It was noted that the Complainant was unwilling to accept this arrangement and instead requested the Respondent to propose an alternative solution.

19. It was further submitted that the Respondent, though upset with the decision of the Complainant to cancel the purchase of the flat, had, upon the request for an alternative to the 20% deduction, communicated about the sale of plots to the Complainant. It was stated that the Complainant showed interest to purchase a plot instead of the 20% deduction, in the Respondent's DTCP approved Layout in Nagwar Village, Raikode Mandal. It was further detailed that subsequently, the Respondent, via WhatsApp communication dated 25.02.2023, informed the Complainant of the available plots, after which it was informed by the Complainant that he had visited the site with his well-wishers and examined it. It was contended that the Complainant, after visiting the Respondent's office, voluntarily decided to buy Plot No. 344. A copy of the WhatsApp communication was produced.

20. It was stated that pursuant thereto, the Complainant duly registered Plot No. 344 via a Sale Deed dated 24.03.2023. It was explained that, however, owing to a shortage of funds on the part of the Complainant, the Respondent, in good faith, had proceeded with the registration based on the Complainant's assurance of making the payment at a later date. A copy of the registered Sale Deed was produced.

21. It was contended that the Complainant was then alleging that the plot in question was low-lying and sought to place the blame on the Respondent, despite having willingly selected the plot after conducting a thorough site inspection. It was argued that raising such a claim and

attempting to shift the entire responsibility onto the Respondent after the plot had been duly registered and possession handed over was wholly untenable and reflected a malafide intent.

22. It was thus argued that the Complainant had voluntarily purchased Flat No. 505, after which he unilaterally cancelled the same and then purchased Plot No. 344 out of his own interest to avoid the deduction of the 20% marketing charges from the advance payment for the flat. It was maintained that all acts done by the Complainant were voluntary. It was further argued that approaching the Hon'ble Authority at that juncture, after due registration and delivery of possession of Plot No. 344, was totally malafide.

23. A key contention was that the Hon'ble Authority did not have jurisdiction to entertain the present complaint as the relief sought by the Complainant was beyond its powers and functions. It was contended that the prayer sought by the Complainant was not sustainable in law and fact as it fell outside the scope and jurisdiction of the Authority.

24. It was further pointed out that in the case of Newtech Promoters & Developers (P) Ltd. v. State of U.P., the Hon'ble Supreme Court had clarified the authority of RERA with regards to refund and compensation. It was stated that the Hon'ble Court had laid down that "Refund of the amount" and "compensation" were two distinct components and that the claim with respect to refund under Sections 18(1) and 19(4) of the Act vested within the jurisdiction of the Regulatory Authority, while the adjudicating officer was to adjudge compensation.

25. It was submitted that, as per the above-cited paragraph, the Hon'ble Regulatory Authority had the power to grant refund only under Sections 18(1) and 19(4) of the Act. It was further contended that both these provisions came into play only when the promoter failed to complete or was unable to give possession of the property, which was not the case in the instant matter. It was maintained that in the present case, the Respondent had already given possession of the Plot to the Complainant, and this had been confirmed by way of the Sale Deed dated 24.03.2023.

26. It was submitted that the relief sought by the Complainant was not only unlawful and mala fide but also beyond the scope of the Hon'ble Authority. It was alleged that through the Complaint, the Complainant was not only attempting to malign the reputation of the Respondent but was also making an unjust and baseless attempt to extract money, despite the fact that it was the Respondent who was rightfully entitled to receive payment.

27. It was asserted that the Complainant had failed to pay the outstanding amount of Rs. 66,829/-, even after the lapse of 16 months since the registration of the plot. It was stated that

this was despite repeated demands and reminders made by the Respondent on several occasions. Copies of WhatsApp communications evidencing the Respondent's requests for the pending payment were produced.

28. It was respectfully submitted that the present Complaint appeared to be crafted solely to serve the convenience of the Complainant and was, in fact, a retaliatory measure against the Respondent's repeated lawful demands for payment. It was contended that this Complaint was nothing but a counterblast intended to evade the Complainant's financial obligations.

29. Thus, the submission was that the Complainant's allegations were wholly unfounded and appeared to be an attempt to extract undue monetary gain through false litigation, without any cause of action.

30. The Respondent reiterated that the Hon'ble Authority lacked jurisdiction to entertain the present Complaint, as the relief sought fell outside the powers and functions vested in it. It was again noted that in the Newtech Promoters case, the Hon'ble Supreme Court had clarified that refund under Sections 18(1) and 19(4) lay with the Regulatory Authority, while compensation fell under the purview of the Adjudicating Officer. It was argued that the Authority could only grant a refund when the promoter failed to complete or deliver possession. In the present case, it was contended that the Respondent had already delivered possession of the Plot, as evidenced by the registered Sale Deed, and therefore the provisions invoked did not apply.

31. It was submitted that the Complainant had voluntarily approached the Respondent expressing interest in the apartment. It was further stated that the Agreement of Sale was duly signed by the Complainant after a thorough and complete perusal of its terms. It was also submitted that the Agreement of Sale executed on 10.06.2021 clearly specified that the flat comprised a "built-up area of 1055 sq. ft. (inclusive of common area and car parking)." It was argued that these express terms demonstrated that the Respondent had no intention whatsoever to mislead the Complainant.

32. It was clarified that a sum of Rs. 5,86,590/-, being 15% of the flat cost, was initially paid by the Complainant, followed by an additional payment of Rs. 1,00,000/-, totaling Rs. 6,86,590/-. It was contended that the remaining balance of Rs. 95,543/- was never paid by the Complainant. Therefore, it was stated that the Complainant's assertion that he had paid an advance of Rs. 7,82,133/- was incorrect and misleading, and the Complainant was put to strict proof of the same.



33. It was maintained that the Complainant had personally visited the plot along with his acquaintances, conducted a site inspection, and voluntarily selected Plot No. 344 without any coercion or recommendation from the Respondent. It was contended that raising concerns about the alleged low-lying nature of the plot after willingly executing a registered Sale Deed dated 24.03.2023 was entirely untenable. Hence, it was submitted that the Complaint was liable to be dismissed.

34. Moreover, it was restated that the Complainant had failed to pay the outstanding amount of Rs. 66,829/- for the said Plot, despite repeated and persistent reminders issued by the Respondent over a prolonged period.

35. It was submitted that, in fact, the Respondent, acting in good faith, had proceeded to register the Plot based on the Complainant's verbal assurance to make the payment at a later stage. However, it was contended that the Complainant failed to honour this commitment, thereby breaching the trust placed in him by the Respondent.

36. The Respondent submitted that at no point did he act with malafide intent. It was stated that all actions undertaken were solely in furtherance of securing payment for services duly rendered to the Complainant and that there was no element of deception or bad faith on the part of the Respondent. It was contended that the Complaint was frivolous, vexatious, and motivated by malafide intent, aimed at unlawfully extracting money from the Respondent.

37. Finally, it was submitted that all averments not specifically traversed and contrary to what was stated therein were denied. It was further stated that no averments should be deemed to be admitted for want of specific traversal unless specifically admitted.

38. It was stated that the Respondent reserved the liberty to file additional objections, file written arguments, and urge such other grounds as were available to it at the time of arguments.

39. Wherefore, in view of the facts and circumstances stated above, it was most humbly prayed that the Hon'ble Authority be pleased to dismiss the present Complaint as being devoid of merit, in the interest of justice, equity, and fair play, and pass such other order or orders as the Hon'ble Authority might deem fit and proper in the facts and circumstances of the case.

#### ***D. Rejoinder filed by Complainant***

40. The Complainant, in his rejoinder, submitted that there was no transparency in the Respondent's business operations. It was alleged that the Respondent was hiding important information about the carpet area in the Agreement of Sale, which was a fundamental document

for any real estate transaction. It was contended that only the built-up area was provided, which was a misleading figure used to attract customers.

41. The Complainant also contested the Respondent's claim of having constructed "several projects." It was submitted that, to the best of the Complainant's knowledge, Alliance Infra Projects was the Respondent's first venture into the real estate business. A request was made that if the Respondent had undertaken many projects prior to this, their RERA registration details should be provided to the Authority.

42. The Complainant denied the assertion that he had approached the Respondent voluntarily. It was stated that he came to know about the Alliance Project through a third-party marketing agency, Rebridge, which was represented by two marketing executives, Hamilpur Mahesh and Sangameswar. It was contended that the Respondent's statement to the contrary was false information.

43. Regarding the payments, it was submitted that while the payment of Rs. 6,86,590 was acknowledged, the concern raised by the Respondent about a remaining Rs. 95,543 was a matter for the marketing agency. It was stated that all cheque transactions from the beginning were done through the Rebridge Marketing Agency, which was authorized to act on behalf of Alliance Infra. It was further submitted that the two marketing executives had collected all payments and that these individuals, as available witnesses, could explain what had transpired with the said amount.

44. It was strongly contended that the Complainant's WhatsApp message dated 06.01.2023 clearly showed his real concern. This concern was stated to be the discrepancy between the 791 sq.ft. of carpet area provided and the 1055 sq.ft. of built-up area he was being charged for. It was calculated that this difference amounted to an excess payment of Rs. 9,84,150.

45. The Complainant questioned the Respondent's claim of transparency regarding the RERA portal. It was asked why, if the details were accessible on the portal, the carpet area was not disclosed in the Agreement of Sale, which was the first and primary document a customer refers to.

46. In relation to the plot purchase, the Complainant admitted to visiting the site but stated he had only a "general view" and could not remember the specific dimensions or facing of all plots. It was alleged that Plot No. 344 was low-lying with a steep slope from the road level, which would necessitate approximately 20% in additional expenditure for any future



construction. It was contended that the Respondent had good idea about the plot's situation and wanted to "simply dispose it off" as no one else would be ready to take it.

47. It was further submitted that upon a visit to the venture ("Urban County") on August 17, 2025, the Complainant was "shocked to see the pathetic condition" of the site. It was found that there was zero maintenance, with overgrown wild plants all over the venture and roads that were full of pebbles, posing construction and drainage challenges.

48. It was also brought to the Authority's notice that the Sale Deed dated 24.03.2023 contained significant errors. It was stated that the Complainant's name was not documented in the place of the Vendee; instead, it showed the name of "Sri Sachin Kumar Puli." Furthermore, the Complainant's cellphone number was allegedly replaced with the Respondent's own cell phone number, which, it was submitted, demonstrated the "callous nature" of the Respondent towards his customers.

49. The Complainant denied the allegation that the case was filed to extract money or for undue monetary gain. It was stated that he was doing a respectful job with a good package and that the complaint was filed simply based on the rules and regulations laid down under the RERA Act.

50. The Complainant also contested the Respondent's repeated use of the term "in good faith." It was submitted that the Complainant was the one who had shown good faith, to the extent of Rs. 7,82,133, by investing in the Respondent's first project. It was argued that the Respondent's "faith" was limited only to a disputed amount of Rs. 66,829.

51. Finally, it was clarified that the Complainant was ready to start the loan process on July 9, 2021. However, the Respondent only provided the details of a loan person on October 21, 2022, after a delay of nearly 15 months. It was reiterated that the Complainant confronted the Respondent about the 791 sq.ft. carpet area on January 6, 2023, and it was this discovery that was the true reason for the cancellation, not the reason falsely attributed by the Respondent.

#### ***E. Points for Consideration***

52. After considering the facts stated and submissions made by both the parties, the following question rises before this Authority:

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

#### ***F. Observations of the Authority:***

53. Before proceeding to examine the matter on merits, this Authority deems it necessary to address a preliminary issue regarding the array of parties. Although the Complaint concerns transactions and assurances made in relation to the project undertaken under the name M/s. Alliance Infra Projects, the said entity has not been separately impleaded as a Respondent. Instead, Mr. Narsimha Reddy Amaram has been arrayed in his individual capacity. From the counter and submissions on record, it is clear that the Respondent was the person responsible for the management and operation of M/s. Alliance Infra Projects and had acted on behalf of the said entity in all dealings with the Complainant. Therefore, the actions, representations, and decisions attributed to the project entity are directly attributable to the Respondent.

54. In view of this unequivocal admission, this Authority holds that M/s. Alliance Infra Projects stands effectively represented in these proceedings through the Respondent, and the submissions made shall be deemed to have been advanced on behalf of the said entity. Accordingly, the absence of its separate impleadment is treated as a technical and bona fide omission, which does not affect the maintainability of the Complaint. Guided by the beneficial object of the RE(R&D) Act, 2016, this Authority cannot allow the Complaint to fail on account of such a procedural irregularity. Therefore, any directions, liabilities, or orders arising from this adjudication shall be binding upon both the Respondent and M/s. Alliance Infra Projects.

#### **Point I.**

55. At the outset, it is observed from the pleadings and submissions that the Complainant has himself stated that he had visited the site of the layout prior to selecting Plot No. 344, and thereafter voluntarily confirmed the same for purchase. It is having also been admitted by the Complainant in his Complaint that the said plot was subsequently registered under his name. The relevant text from the Complaint is reproduced for reference:

*“...I along with some of my well-wishers visited the venture and we just had one view about the site. We went to his office and selected one plot no. 344 as shown in the map. Registration was done in my name...”*

56. Having independently inspected the site and consciously exercised his choice in selecting the plot, the Complainant cannot now seek to repudiate the transaction on the ground that he was allegedly misled or deceived. Once the sale has been completed through a registered conveyance, the law presumes voluntary consent unless strong and cogent evidence to the contrary is placed on record. In the present case, the Complainant has not produced any credible

material to substantiate the allegation that the Respondent had intentionally concealed the nature or level of the plot at the time of sale.

57. The Complainant has sought refund of the amount paid by attempting to rely on principles under Section 18(1)(a) of the Real Estate (Regulation and Development) Act, 2016, which provides for refund where the promoter fails to complete or is unable to give possession of an apartment, plot, or building in accordance with the terms of the agreement for sale. However, in the present matter, there is no allegation of delay in handing over possession, nor any allegation that the Respondent failed to complete development or deliver the plot. On the contrary, it stands admitted that the plot was registered and possession handed over. Hence, Section 18(1)(a) is not attracted to the facts of this case.

58. In light of the above discussion this Authority finds no basis to grant the refund sought by the Complainant under the present Complaint.

59. Further, the Complainant has raised a grievance regarding alleged discrepancies in the registered Sale Deed bearing Document no. 2820/2023 dated 24.03.2023 placed on record by the Respondent, including the contention that certain particulars of the vendee and contact details were incorrectly recorded. Questions relating to the validity, genuineness, rectification, or cancellation of a registered instrument are matters that fall within the jurisdiction of the competent Civil Court. This Authority, empowered under the RE(R&D) Act, 2016, cannot adjudicate upon the validity of a registered conveyance deed or grant reliefs in the nature of cancellation or modification of the same.

60. Therefore, if the Complainant seeks to contest the correctness or enforceability of the Sale Deed (Document No. 2820/2023 dated 24.03.2023), the appropriate remedy available to him is to approach the Civil Court, where such questions may be adjudicated upon in accordance with law. The role of this Authority is confined to examining issues arising under the provisions of the RE(R&D) Act, 2016, and does not extend to adjudicating title disputes or disputes relating to the validity of registered conveyances.

61. Hence, the present Complaint stands 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**