

BEFORE TELANGANA STATE REAL ESTATE REGULATORY AUTHORITY

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

Date: 6th November 2025

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

Complaint No.139/2024/TG RERA

Between:

Smt. K Vijaya Lakshmi W/o K. Vivanatha Raju
R/o Flat No.401, G Block, Rainbow Vistas Rock Garden,
Green Hills Road, Moosapet, Hyderabad 500018

...Complainant

AND

1. M/s Viana Homes Pvt. Ltd. through its MD Anji Reddy,
Office at Plot Nos.3 & 53, Radhika Reddy Arcade, Jayabheri One Valley,
Gachibowli, Hyderabad
2. Sri Anji Reddy, M/d of M/s viana Homes Pvt. Ltd
Office at Plot Nos.3 & 53, Radhika Reddy Arcade, Jayabheri One Valley,
Gachibowli, Hyderabad
3. Sri K. Surender Reddy,
R/o Flat No.E-1107, Rajapushpa Retreat Apartments, Kokapet Village, Gandipet Mandal,
Telangana
4. Smt. K. Sravanthi Reddy,
R/o Flat No.E-1107, Rajapushpa Retreat Apartments, Kokapet Village, Gandipet Mandal,
Telangana
5. M/s Bellcom India Pvt. Ltd., rep by its Directors, Padmavathi Sri Krishna Veerapaneni
& Sri Ghanta Azad Babu
Office at #102, Plot No.119, Kamala Residency, H. NO.8-3-991, Srinagar Colony,
Hyderabad – 73
6. Padmavathi Sri Krishna Veerapaneni,
Office at #102, Plot No.119, Kamala Residency, H. NO.8-3-991, Srinagar Colony,
Hyderabad – 73
7. Sri Ghanta Azad Babu,

Office at #102, Plot No.119, Kamala Residency, H. NO.8-3-991, Srinagar Colony,
Hyderabad – 73

8. M/s Bell Square through its MD Sikha Balaraju,
Office at Infy Projects, 3rd floor, G Square Building, Beside Raidurgam Police Station,
Hyderabad
9. Sri Sikha Balaraju, MD of Bell Square and present of M/s Infy Projects
Office at Infy Projects, 3rd floor, G Square Building, Beside Raidurgam Police Station,
Hyderabad

...Respondents

The present matter is filed by the Complainant herein came up for hearing before this Authority in the presence of Counsel for Complainant, Sri Hari Prasad Podila and the Counsel for the Respondent Nos.1 & 2, Sri Drupad Sangwan, Counsel for Respondent Nos.5, 6 &7, Sri Venugopal J and none for the remaining Respondents after hearing the arguments, this Authority passes 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. It is submitted by the Complainant that her husband and herself were in the process of identifying a suitable commercial property, one Sri. Sikha Balaraju approached them, representing himself as the authorised representative of M/s Bellcom India Pvt. Ltd. and M/s Bell Square Marketing Agency, and explained about an ongoing commercial project being developed by M/s Vianna Homes Pvt. Ltd, the Respondent No.1 herein.

4. Subsequently, the Complainant and her husband were introduced to the said developer company, which offered to sell Commercial Unit No. 45, situated on the 4th Floor, admeasuring 1000 sq. ft. of saleable area (comprising 730 sq. ft. of carpet area, 270 sq. ft. of proportionate common area, and pro-rata undivided land measuring 16 sq. yds.) in the Commercial Complex known as “Poojitha Tech Park” situated at Kokapet Village and Gram Panchayat, Gandipet

Mandal, Ranga Reddy District (hereinafter referred to as the “*Scheduled Property*”) and is bounded by:

NORTH: UNIT No. 448
SOUTH: UNIT No. 46
EAST: UNIT No. 33& 34
WEST: UNIT No. 50

5. It is submitted that the Complainant and her husband accepted the said offer and entered into Agreement of Sale dated 10.10.2022 with Respondent Nos. 1 to 4 for the purchase of the Scheduled Property for a total sale consideration of Rs. 73,92,000/- (Rupees Seventy Three Lakh Ninety Two Thousand Only), inclusive of all taxes, facilities, and amenities. They subsequently paid an additional sum of Rs. 2,62,600/- as part of the Corpus Fund along with the applicable GST for which the entire sale consideration amounting in total amounted to Rs. 76,33,900/- (Rupees Seventy Six Lakhs Thirty Three Thousand Nine Hundred Only), the receipt of which has been duly acknowledged by the Respondent Nos. 1 to 4.

6. It is further submitted that, apart from the aforesaid sale consideration, the Respondents jointly collected an additional amount of Rs. 29,02,100/- (Rupees Twenty Nine Lakhs Two Thousand One Hundred Only) from the Complainant. The said excess payments were obtained with the help of undue coercion and in complete contravention of the terms of the Agreement of Sale dated 10.10.2022. Hence, the said act of the Respondents in collecting the excess payment is illegal, arbitrary, and contrary to the Agreement of Sale and is therefore liable to be refunded to the Complainant.

7. It is submitted that despite receiving the total sale consideration amount, the Respondents have deliberately delayed the registration of the Scheduled Property by executing an Agreement of Sale dt: 10.10.2022 in favour of the Complainant. Instead, they have been continuously evading their contractual obligations and have subjected the Complainant and her husband both senior citizens to undue harassment and mental agony.

8. It has been further submitted that upon persistent follow-up by the Complainant, the Respondent Nos. 8 and 9 executed an Affidavit dated 02.07.2023, acknowledging the receipt of the total amount of Rs. 1,02,94,100/- (Rupees One Crore Two Lakhs Ninety Four Thousand One Hundred Only) and undertook to complete the registration of the Agreement of Sale in favour of the Complainant on or before 31.07.2023. However, despite the expiry of the said period, the

Respondents neither registered the Agreement of Sale nor showed any intention to do so, thereby acting in bad faith.

9. It is also submitted that the Complainant had earlier filed a complaint bearing Complaint No. 1784/2023/TG RERA, wherein Sri. Sikha Balaraju and Sri. Anji Reddy Annapu Reddy were made Respondents instead of impleading all the Directors and Companies involved. The said Respondents filed their Counter Affidavit and did not deny receipt of the sale consideration but merely challenged the maintainability of the complaint on the ground of non-joinder of necessary parties. Consequently, the said Complaint was dismissed for non-joinder of necessary parties, with liberty granted to the Complainant to file a fresh complaint vide order dated 10.07.2024. Hence, this present complaint is being filed afresh by the Complainant, enclosing copies of the Counter Affidavit filed by the respective Respondents in the previous complaint for the kind perusal of this Hon'ble Authority.

B. Relief(s) Sought:

10. In the light of the above, aggrieved by the actions of the Respondents, Complainant sought for the following reliefs:

- i. *To direct the Respondents jointly and severally to refund said excess amount Rs. 29,02,100/- received from the Complainant with interest of 24% from the date of receipt of said amount till full refund of said amount is made to the Complainant.*
- ii. *To direct the Respondents jointly and severally to pay damages of Rs. 25,00,000/- towards mental agony suffered by the Complainant along with a compensation of Rs. 5,00,000/- as cost of legal expenses in prosecuting this present complaint to her (Complainant).*
- iii. *To direct the Respondent No.1 and 2 jointly and severally to pay monthly rent of Rs 80/- per Sq.ft. i.e. Total Rs 80,000/- per month from December-2023 for the Scheduled Property until completion of construction and handing over of possession of the same to the Complainant.*
- iv. *To cancel the registration granted under Section 5 of RERA Act of Project Registration No. P02400002546 to the Respondent No.1 for fraudulent practices adopted by the Respondents as per Section 7 of RERA Act.*
- v. *To pass any other order as may be granted in the interest of justice.*

11. Complainant also sought for this interim prayer:

“To direct the Respondents No. 1 to 4 to execute sale deed and register the same in her favour for the Commercial Unit No.45 on 4th Floor admeasuring 1000 Sq.ft of saleable area (comprising of 730 Sq.ft of carpet area 270 Sq.ft of Proportionate common area) and pro-rata undivided land 16 Sq.yds in the Commercial Complex known as "POOJITHA TECH PARK".”

C. Counter on behalf of Respondent Nos. 1 & 2:

12. Respondent Nos.1 & 2 filed a reply and submitted as under:

- i. That the Complainant, with mala-fide intent, had engaged in presenting fabricated and forged documents before this Authority. The Agreement of Sale dated 10.10.2022 filed as Document No. 3 by the Complainant, contains altered document including forged signatures of Respondent No. 1 and the addition of witness signatures and a date which were conspicuously absent in the original document submitted in RERA Complaint No. 1784 of 2023. It was submitted that this act amounts to fraud on the court, intended to mislead this Authority and obstruct the due course of justice. The Hon'ble Supreme Court in *S.P. Chengalvaraya Naidu (Dead) by LRs v. Jagannath (Dead) by LRs & Ors.(1994) 1 SCC 1* held that fraud vitiates everything. A judgment, decree, or order obtained by playing fraud on the court is a nullity and non-est in the eye of the law. Such a judgment, decree, or order by the first court or by the highest court has to be treated as nullity by every court, whether superior or inferior. It can be challenged in any court, at any time, in appeal, revision, writ, or even in collateral proceedings.
- ii. Respondent Nos.1 & 2 further submitted that the current version of the Agreement of Sale dated 10.10.2022, now submitted by the Complainant, exhibits clear evidence of forgery, as the signatures and the date appear to be added subsequently. It is incontrovertible that such a document was executed by Respondent No.1 or on behalf of any other Respondent. That, therefore, the fabricated document constitutes prima facie evidence of criminal misconduct under Sections 463, 464, and 471 of the Indian Penal Code, 1860, which pertains to forgery and the use of forged documents.
- iii. Given the fabrication of the Agreement of Sale, there is no valid, legally enforceable contract between the Complainant and Respondent No.1. The Complainant's case is fundamentally flawed and lacks any basis in law or fact. The balance of convenience is in favour of Respondent No.1, as there exists no genuine Agreement of Sale in question. Consequently, there is no prima facie case for the Complainant to pursue any claims against Respondent No. 1.

- iv. Respondent Nos.1 & 2 further submitted that as prima facie it has become evident that the Agreement of Sale filed is forged and fabricated, this Authority lacks the jurisdiction to adjudicate matters involving serious allegations of fraud, forgery, and fabrication of documents, which require a thorough examination of evidence, cross-examination of witnesses, and findings of fact that are beyond the scope of summary proceedings under the Act, 2016. This Authority does not have the jurisdiction to delve into complex factual disputes or determine the authenticity of documents. Such matters fall exclusively within the domain of civil and criminal courts, which have the appropriate jurisdiction and procedural mechanisms to adjudicate these issues. The present complaint is not maintainable and is liable to be dismissed.
- v. It was submitted that the Complainant's actions manifest a clear intent to perpetrate fraud upon this Authority in order to obtain relief. In Complaint No. 1784 of 2023, which was dismissed vide Orders dated 10.07.2024, the Agreement of Sale dated 10.10.2022 was presented without any witness signatures or the date of execution and including other flaws. However, in the present proceedings, the same Agreement has been fraudulently altered to include witness signatures and date, thereby attempting to give false credence to a non-existent transaction. That such actions are a direct affront to the principles of justice, equity, and fair play and the present complaint is liable to be dismissed in limine.
- vi. It was further submitted that Respondent No. 1 has already filed a separate complaint (Complaint No. 117 of 2024) before this Authority, alleging that documents were being systematically fabricated by the Complainant in collusion with third parties, including Sikha Balraju, M/s INFY Projects, M/s Bellsquare Pvt Ltd, and M/s Bellcom India Pvt Ltd. The present submission of the manipulated Agreement of Sale is yet another instance of this ongoing conspiracy to defraud Respondent No. 1 and extract money through illegal means. As such the present complaint is liable to be dismissed.
- vii. It was submitted that the Complainant has approached this Authority with unclean hands, having engaged in fraudulent and deceitful conduct in the preparation and presentation of her claims. That the Complainant has deliberately suppressed material facts, submitted forged and fabricated documents, and made misleading representations with the intent to deceive this Authority and gain undue advantage. Such conduct amounts to a clear abuse of the legal process. It is a well-settled principle of law that a party who approaches the court or any legal authority seeking relief must do so with clean hands and in good faith. A person guilty of fraud, misrepresentation, or suppression of facts cannot be permitted to seek equitable relief. The Complainant, having indulged in fraudulent actions and

attempted to mislead this Authority, is not entitled to any relief whatsoever. Accordingly, the present Complaint is liable to be dismissed on this ground alone.

13. While narrating facts on its perspective, Respondent Nos.1 & 2 submitted that in the year 2022, Respondent No.9 herein approached Respondent No.1 herein at its registered office on the 3rd Floor, Radhika Reddy Arcade, Gachibowli. Respondent No. 9 herein has proposed that he had a substantial client base and is interested in purchasing commercial space in "POOJITHA TECH PARK" and expressed his intention to mediate these transactions. Although Respondent No. 1 herein discussed the terms of an agreement, Respondent No. 9 never finalized it, and Respondent No. 1 did not pursue the matter further. That thus, no express agreement was entered into between Respondent No. 1 herein and Respondent No. 7 to 9. Subsequently, Respondent No. 9 introduced Respondent No. 2 herein to several prospective purchasers, leading to the execution of some Sale Agreements with these individuals.

14. It was submitted that it had recently come to Respondent No. 2's attention that Respondent No.9, using his companies, namely M/s. Bell Square Pvt Ltd / M/s. Bellcom India Pvt. Ltd. and M/s. Infy Projects Pvt Ltd (Respondent No. 7 and 8) have been falsely representing potential purchasers as licensed or authorized RERA agents of Respondent No. 1. Respondent No. 1 herein clarified that they have not entered into any agency agreement with Respondents No. 7 to 9, nor have they authorized Respondent Nos. 7 to 9 to act on behalf of Respondent No.1. That Respondent Nos. 7 to 9 in collusion and in connivance with each other have misled prospective purchasers by quoting higher prices than those stipulated in the Sale Agreements and misappropriated these amounts, causing financial losses and reputational damage to Respondent No.1. Additionally, an intending purchaser reported that Respondent No. 9 falsely represented himself as Respondent No.1's marketing head without authorization. Despite multiple attempts to contact him via calls and messages, Mr. Balaraju has remained unresponsive.

15. It was further submitted that recently, one of the holders of a Sale Agreement for a commercial space in "POOJITHA TECH PARK" filed a complaint with this Authority against Respondent No. 1 herein vide Complaint No. 1784 of 2023, and she has arrayed Respondent No.2 herein to the present complaint. That this present complaint has placed Respondent Nos.1 & 2 in severe legal jeopardy, as it challenges the integrity of Respondent No. 1's business practices and has significant implications for its operations. That the allegations made in the complaint are directly tied to the fraudulent activities and misrepresentations carried out by Respondent Nos. 9 and his companies i.e., Respondent No. 7 & 8, who falsely presented himself themselves as an authorized agent of Respondent No. 1 Company.

16. That recently, Respondent No. 1 has been informed that First Information Reports (FIRs) have also been registered by EOW Cyberabad PS against Shri. Sikha Balaraju for fraud and cheating amounting to Rs. 4 Crores in relation to the Respondent No. 1 project.

17. That Respondent Nos. 7 to 9 have engaged in forging and fabricating signatures/ receipts of Respondent No. 1 & 2, thereby putting them at severe risk. That the fraudulent actions of Respondent Nos. 7 to 9 not only involve the misappropriation of funds but also the use of deceitful means to manipulate and mislead prospective purchasers which have led to significant financial losses and have severely tarnished the reputation of Respondent No. 1.

18. That Respondents No. 7 to 9 herein, without being registered as agents under Section 9, have facilitated the sale or purchase of a commercial flat in the real estate project of the company, and as such are liable to be punished under Section 62. To this effect, Respondent No. 1 herein has already filed Complaint No. 117 of 2024 against Respondent Nos. 7 to 9 herein.

19. That the Agreement of Sale being referred to by Respondent No. 1 in this matter is a forged and fabricated document. That the Complainant had earlier filed a complaint before this Authority registered as Complaint No. 1784 of 2023, in which the Agreement of Sale submitted did not contain any witness signatures. However, in the present complaint, the Agreement of Sale suddenly bears witness signatures, which raises strong suspicion and clearly demonstrates the Complainant's fraudulent conduct. This discrepancy along with other inconsistencies, proves that the Agreement of Sale presented in the current case is forged and fabricated and hence cannot be relied upon.

20. That the Complaint is based on forged and fabricated documents that were prepared and submitted in collusion with Respondent Nos. 7 to 9, with the intent to cause deliberate harm to Respondent No.1. The Agreement of Sale and related documents submitted by the Complainant are fraudulent and are put to strict proof of the same. The actions of the Complainant, in connivance with Respondents Nos. 7 to 9, amount to a conspiracy designed to mislead this Authority and inflict financial and reputational damage upon Respondent No. 1 by forcing it into unnecessary litigation.

D. Counter Affidavit filed on behalf of Respondent Nos.5 to 7:

21. Respondent Nos. 5 to 7 filed their Counter Affidavit and submitted that Sikha Balaraju is no way concerned with M/s Bellcom India Pvt Ltd and M/s Bell Square marketing agency. That

the construction made by Respondent No.1 under commercial complex known as "Poojitha Tech Park" and the Agreement of Sale and payments between Respondent No.1 and the Complainant are in no way concerned with Respondent Nos.5 to 7.

22. It was submitted that there is no relation between Respondent Nos. 1 to 4 and 5 to 7, and the Respondent Nos. 5 to 7 never participated in any talks with the Complainant or during the transaction of the Agreement of Sale.

23. It was submitted that Respondent No.8 is M/s Bell Square and has been represented by Managing Director ("MD"), Sikha Bala Raju as was mentioned in the complaint, but Shri. Sikha Bala Raju is no way concerned with M/s Bell Square. It was specifically submitted that Respondent No.9, Sikha Balaraju, falsely gave affidavit on 02.07.2023 mentioning MD of M/s Bell Square and also mentioned presently M/s Infy Projects.

24. It was submitted that the Respondent Nos. 5,6 & 7 are the Directors of M/s Bellcom India Pvt Ltd. That M/s Bell Square, who is Respondent No.7 herein also pertaining to Respondent Nos.5&6 as Directors but the Complainant mentioned wrongly Respondent No.8 represented by Shri. Sikha Balaraj. It was further submitted that Sikha Balaraj no way concerned with Bellsquare or Bellcom India Pvt. Ltd.

25. It was submitted that the document filed by the Complainant which is registration certificate of project vide project no. P02400002456 is pertaining to Poojitha Tech Park and Vianna Homes Pvt Ltd. That the agreement of sale entered by Vianna Homes themselves as GPA holder of landlords with the Complainant &the entire portion of agreement of sale does not contain Respondent Nos.5, 6 & 7 names as well as signatures. It was further submitted that the receipts were issued by Vianna Homes in favour of Complainant after receiving the amounts and they are no way concerned with Respondent Nos.5, 6 & 7.

26. It was submitted that the affidavit issued by Sikha Balaraj clearly shows as Managing Director, Infy Projects and he obtained said certificate from Govt. of Telangana Labour Department. Neither Bell square nor M/s. Bellcom India Pvt. Ltd. neither made any application under RERA. That the Respondent no.9, Shri. Sikha Balaraju, is in no way concerned with M/s Bell Square, and he cheated several persons, and that is the reason an FIR was registered by EOW, Cyberabad vide Cr. No. 7/2024 u/s 406 & 420 IPC.

27. Therefore, Respondent Nos.5, 6 & 7 prayed to dismiss the complaint against Respondent Nos. 5,6&7 with exemplary costs.

E. Rejoinder filed by the Complainant to the Counter Affidavit filed on behalf of Respondent Nos. 1 & 2 and 5 to 7:

28. Complainant filed a combined rejoinder to the Counter filed by Respondent Nos. 1 & 2 and Respondent Nos. 5, 6 & 7 and submitted that all the allegations made in the respective counters of Respondents against the Complainant are false and fabricated.

29. The Complainant submitted that, the Respondents more particularly Respondents No. 1 & 2, have received total sale consideration amount by way of Cheque payments made by her as mentioned below:

- a. Cheque No.090866 dated 22-08-2022 of Rs.5,00,000/- vide Receipt dated 22-08-2022 issued by Vianna Homes Private Limited.
- b. Cheque No.000022 dated 08-09-2022 of Rs.34,00,000/- vide Receipt dated 08-09-2022 issued by Vianna Homes Private Limited.
- c. Cheque No.058115 dated 23-02-2023 of Rs. 10,00,000/- vide Receipt dated 16-03-2023 issued by Vianna Homes Private Limited.
- d. Cheque No.058117 dated 23-02-2023 of Rs. 4,00,000/- vide Receipt dated 23-04-2023 issued by Vianna Homes Private Limited.
- e. Cheque No.209614 dated 12-04-2023 of Rs.12,94,000/- vide Receipt dated 23-04-2023 issued by Vianna Homes Private Limited.

30. The Complainant further submitted that the Agreement of Sale dated 10.10.2022 executed by Respondents No. 1 to 4 in her favour and copy of the same is filed along with the Complaint itself. That the Respondents No. 1 and 2, having admittedly received the sale consideration amount, more particularly by way of cheque deposits credited to the company's account, as stated hereinabove, cannot now be permitted to deny the execution of the Agreement of Sale. Such denial, in the face of the acknowledged receipt of consideration, would amount to a fraudulent act and constitute an unfair trade practice within the meaning of Section 7, read with Sections 13 and 14 of the Act, 2016.

31. That total amount of Rs. 76,33,900/- (Rupees Seventy Six Lakhs Thirty Three Thousand and Nine Hundred Only), which is inclusive of all charges and taxes, including total sale consideration in the matter, was received by the Respondents No.1 to 4 from the Complainant

and same is evident on record as per said Agreement of Sale dated 10.10.2022. The Respondents did not dispute or deny execution of said Agreement of Sale dated 10.10.2022 in her favour either in reply to her earlier complaint or in the present Complaint. But whereas the Respondents No.1 & 2 by filing their counter in the present complaint are trying to dispute said Agreement of Sale by trying to compare copy of said Agreement of Sale filed/enclosed with present complaint with that of earlier different set of xerox copies which was not the same copy of actual complete set of original document of Agreement of Sale dated 10.10.2022 enclosed to earlier complaint. That the Complainant in her earlier complaint used said different wrong deficit set of Xerox copy, by oversight without differentiating and observing originality of it as it was there in mixed miscellaneous copies in her personal file folder and said copy does not pertain to original document of Agreement wherein there was mistake crept in missing signatures of witnesses at internal Page No.54 which was supposed to be affixed on par with signatures taken at internal Page No.49 of said Agreement but later said mistake was corrected in original document which is within the knowledge of Respondents.

32. That Respondent No.2 in his counter filed in earlier complaint No. 1784/2023/TGRERA had admitted said Agreement of Sale dated 10.10.2022 without disputing it {at Para No. B (iii) of Preliminary Counter dated 20.06.2024 filed by Respondent No. 2, Sri. A. Anji Reddy and same is also fact on record in Respondent Nos. 1 to 3 own complaint in CC. No. 117/2024/TG RERA. On contrary to above said admitted facts on record, now the Respondent No.1 & 2 are trying to develop litigation by changing their admitted pleadings pleaded on record as submitted *supra* which is nothing but amounts to unfair trade practice, cheating, fraud etc. committed by them against the Complainant, for which they all shall jointly and severally be held liable for costs and consequences in the matter.

33. That as per the directions of this Authority, at the inception of the matter, the Complainant had produced the original document of the Agreement of Sale dated 10.10.2022 before the court of this authority, and after examining the same, the Hon'ble authority was pleased to post the matter for the counter of the Respondents. That on bare perusal of the original document of said Sale Agreement, it would be clear that the present copy of said Agreement enclosed with the present complaint is a true Xerox copy of said main original Sale Agreement, but not as an alleged fraud, fabricated and forged document. That all the allegations made by the Respondents by way of filing a counter are false, and the alleged fraud, fabrication and forgery of said Agreement are far from the truth in the matter.

34. The Complainant submitted that Respondents No.1 & 2 are always trying to defraud her by not executing the Agreement of Sale and registering the same in her favour on one pretext or other since the inception of the matter. Further, the Authority may recollect the facts on record in the earlier complaint wherein the Respondent No.2 had avoided multiple notices of appearance with the intention to delay the matter and appeared after many adjournments, including service of notice personally by her (Complainant) apart from a telephone call made by the office of this Authority. Even after the appearance, several adjournments were taken by him without filing a counter and tried to drag on the matter. Because of the serious initiative of the Authority, Respondent No. 2 (Sri. A. Anji Reddy) filed a counter in the erstwhile complaint No.1784/2023/TGRERA. That the Respondents No. 1 & 2 are always playing delay tactics by way of litigating the matter rather obliging to register Agreement of Sale having been received total sale consideration through cheque payments as stated supra, which is nothing but delay tactics playing by the Respondents No. 1 & 2 to drag the matter as did in earlier occasion to harass, defraud her (Complainant) and willfully cause loss to her.

35. That there has been no denial of factual contentions of the Complainant about receipt of the amount by either of the Respondents in the matter, except raising invalid grounds of fraud, fabrication and forgery. The relevancy and liability of the Respondents is borne on record and documents filed along with the complaint demonstrate the fact of liability of the Respondents in the matter.

36. In response to the counter filed by the Respondents No.5 to 7, the Complainant submitted that they did not deny the documents of receipts which were issued by them in terms of acknowledging payment of the amount of Rs. 37,00,000/- (Rupees Thirty-Seven Lakhs Only) paid by the Complainant. But they vaguely denied all the Complainants contentions without any valid reason or proof. Therefore, the contentions raised by the Respondents No. 5 to 7 in their counter filed in the matter are totally not correct & hence are denied by her.

37. She further contends that upon bare reading of the counter filed by the Respondents No. 5 to 7, it would be clear that all of them (Respondents) collusively wanted to cheat her (Complainant) by not registering the Agreement of Sale in her (Complainant) favour, even after receiving the total sale consideration, apart from an additional excess amount. All the actions of the Respondents in the matter are illegal and violative of the rules and regulations of the Act, 2016. It was further submitted that the Respondents No. 1 to 4, instead of adhering to the

prescribed format of the Sale Agreement as set out under the Annexure to Rule 38, proceeded to execute an Agreement of Sale dated 10.10.2022 in a substantially altered format comprising numerous pages. The said Agreement included two distinct sets of concluding pages, specifically, internal pages 49 and 54 thereby causing ambiguity and confusion at the time of obtaining final signatures of the parties. The said conduct led to genuine confusion during the execution of the Agreement. The Respondents are now unjustly attempting to take undue advantage of such confusion to give rise to unwarranted litigation, which is impermissible and not legally sustainable.

F. Points for consideration:

38. After deliberating upon the contentions of the parties the following issues arise for consideration by the Authority:

- I. Whether the Agreement of Sale dated 10.10.2022 executed between the Complainant and Respondent No. 1 is legally valid and binding?*
- II. Whether the Complainant is entitled to the reliefs as prayed for? If yes, to what extent?*
- III. Whether the Respondents are in violation of any provisions of the RE(R&D) Act, 2016?*

G. Observations of the Authority:

39. Before advertng to the points under consideration, it is pertinent to record that notices were duly served upon Respondent Nos. 3, 4, 8, and 9. However, none of the said Respondents appeared before this Authority or filed any written submissions in response. It is noted that Respondent No. 9 had once entered appearance through learned counsel, Sri Siva Kumar, who sought time to file a Vakalatnama. Nevertheless, neither the said counsel nor the party appeared on the subsequent dates of hearing.

40. Accordingly, as notices were duly served and no appearance or submissions were made despite sufficient opportunity, Respondent Nos. 3, 4, 8, and 9 were set ex parte vide Order dated 23.01.2025. The matter was, therefore, proceeded with in their absence, treating that they had no submissions to offer and have impliedly admitted the facts and contentions placed on record.

POINT I

41. On a careful perusal of the contents of the Complaint No. 139/2024/ TG RERA, the Counter Affidavit filed thereon and the Rejoinder filed by the Complainant narrated herein above,

the specific plea of the Complainant is that an Agreement of Sale dated 10.10.2022 was duly executed between herself and the Respondent No.1 represented by Respondent No. 2, where the total sale consideration was duly paid by the Complainant to the Respondent Nos. 1 represented by Respondent No. 2, and Respondent No. 8, Respondent No. 5 as represented by Respondent No. 6 and Respondent No. 8 as represented by Respondent No. 9 through cheques, and that receipts were also issued accordingly by the Respondents. In support thereof, she has produced the receipts issued by the Respondent No.1, which are enumerated as follows:

| Date of the receipt | Amount received (Rs.) | Cheque No. And issuing Bank |
|---------------------|--|--|
| 14.08.2022 | 6,00,000 | Cash in favour of M/s Bellcom India Pvt. Ltd. |
| 22.08.2022 | 5,00,000 | Cheque No.090866 dated 22.08.2022 drawn on the State Bank of India |
| 29.08.2022 | 25,00,000 | Cash in favour of M/s Bellcom India Pvt. Ltd. |
| 08.09.2022 | 34,00,000 | Cheque No.000022 dated 08.09.2022 drawn on Kotak Bank |
| 16.03.2023 | 10,00,000 | Cheque No.058115 was issued in favour of Respondent No.1. |
| 23.04.2023 | 4,00,000 | Cheque No.058117 dated 23.02.2023 drawn on ICICI bank |
| 15.03.2023 | 6,00,000 | Cash in favour of M/s Bellcom India Pvt. Ltd. |
| 23.04.2023 | 12,94,100 | Cheque No.209614 dated 12.04.2023 received by Respondent No.1. |
| Total: | Rs.1,02,94,100/- (Rupees One Crore Two Lakhs Ninety-Four Thousand and One Hundred Only) | |

42. The Complainant has submitted in Para 5 of the Rejoinder filed on 23.01.2025 that an amount of Rs. 37,00,000/- (Rupees Thirty Seven Lakh Only) was paid to Respondent Nos. 5 to 7, and Respondent No.9. It has been submitted by the Complainants that Respondent No.9, Shri. Sikha Bala Raju, presently MD of M/s Infy Projects, who issued an Affidavit executed on dt:02.07.2023 acknowledging he has received an amount of Rs.1,02,94,100/- (Rupees One Crore Two Lakhs Ninety Four Thousand One Hundred Only) from the Complainant and that he was responsible for registration of Unit No.45, admeasuring 1000 sq ft in 4th floor of Poojitha Tech

Park, situated at Kokapet Village and Gram Panchayat, Gandipet Mandal, Ranga Reddy District in favour of the Complainant herein. The Complainant has produced receipts issued on behalf of M/s Bellcom India Pvt. Ltd., for an amount of Rs.6,00,000/- (Rupees Six Lakhs Only), dated 14.08.2022; for an amount of Rs.25,00,000/- (Rupees Twenty-Five Lakhs Only), dated 29.08.2022 and for an amount of Rs.6,00,000/- (Rupees Six Lakhs Only), on 15.03.2023.

43. Per contra, Respondent No.1 contended that the Complainant has filed a copy of the Agreement of Sale dated 10.10.2022 in the present Complaint which is a fraudulent and fabricated document as the signatures of the witnesses have appeared in the Agreement of Sale filed in the present Complaint, whereas, in the previous Complaint filed by the Complainant vide Complaint No.1784/2023/TG RERA which was dismissed vide Orders dated 10.07.2024, witness signatures were not present on the said Agreement of Sale dated 10.10.2022.

44. It was therefore contended by the Respondent Nos. 1 & 2 in the Counter Affidavit filed on 03.10.2024, that the original document contained neither witness signatures nor a date of execution; however, the version now produced bears fabricated additions of both, thereby constituting a deliberate act of fraud intended to mislead this Hon'ble Authority. Respondent No.1 relied upon the principles laid down by the Hon'ble Supreme Court in S.P. Chengalvaraya Naidu v. Jagannath, (1994) 1 SCC 1 and Mohanlal v. State of Punjab, (2018) 17 SCC 627. It was contended that the said Agreement of Sale was not executed by Respondent No.1 and consequently, no valid or legally enforceable contract exists between such Respondent Nos. 1 & 2 and the Complainant.

45. It is also alleged that there exists a broader conspiracy involving systematic fabrication of documents by the Complainant in collusion with third parties, including Sikha Balraju, M/s INFY Projects, M/s Bellsquare Marketing Agency and M/s Bellcom India Pvt. Ltd.

46. In response to these contentions of Respondent No.1, the Complainant vehemently asserted in the Rejoinder filed on 23.01.2025 as well as during the course of arguments advanced on her behalf that there has been a genuine mistake on her part in filing two different copies of the Agreement of Sale dated 10.10.2022, one in the erstwhile Complaint No.1784/2023/TG RERA which was filed by the said Complainant previously against the Shri. Sikha Balaraju (Respondent No. 9 herein) and Sri. A. Anji Reddy and another in the present Complaint No. 139/2024/TG RERA. The Complainant has contended that the Respondent No.1, M/s. Viana Homes Pvt. Ltd., represented by Respondent No.2, has in fact acknowledged the existence of the Agreement of Sale dated 10.10.2022 in earlier proceedings before this Authority. It is submitted that in Complaint No.1784/2023/TGRERA, filed by Smt. Vijaya Lakshmi (Complainant herein) against Shri. Sikha Balaraju (Respondent No.9 in the present Complaint) and Sri. A. Anji Reddy

(Respondent No.2 herein representing Director of M/s. Viana Homes Pvt. Ltd), the said Respondents had categorically admitted that one of the allottees holding a Agreement of Sale for commercial space in the project “Poojitha Tech Park” had filed a complaint before this Authority. The Complainant has further pointed out that in the Counter Affidavit filed by the Respondent No.2 in the Complaint No. 1784/2023/TG RERA, it was specifically stated that an Agreement of Sale dated 10.10.2022 was entered into between M/s. Viana Homes Pvt. Ltd. and the Complainant therein, in respect of a commercial unit forming part of “Poojitha Tech Park.” The Complainant therefore asserts that such a categorical admission on the part of M/s. Viana Homes Pvt. Ltd. and its Director in the earlier proceedings clearly establishes that the Agreement of Sale dated 10.10.2022 is a genuine and subsisting document, executed between the Complainant and the Respondent No.1 in respect of Unit No.45, admeasuring 1000 sq. ft., situated in “Poojitha Tech Park,” Kokapet Village and Gram Panchayat, Gandipet Mandal, Ranga Reddy District. It is further contended that the Respondent No.1, having admitted the existence of the said Agreement of Sale in respect of Unit No.45, admeasuring 1000 sq. ft., situated in “Poojitha Tech Park,” Kokapet Village and Gram Panchayat, Gandipet Mandal, Ranga Reddy District in the earlier proceedings, cannot deny the same before this Authority, and that mere denial of the Agreement of Sale for producing a different copy cannot absolve the Respondent No.1 of its statutory duties under Section 17 of RE (R&D) Act, 2016.

47. In view of the pleas and counter pleas of the parties highlighted herein above, the question that arises for consideration is whether the Agreement of Sale dated 10.10.2022 was executed and whether there exists any fraud as alleged by the Respondent No.1. It is pertinent to note that Respondent Nos. 1 & 2 admission in its Counter Affidavit dated 03.10.2024, filed in the present proceedings at Paragraph 12, wherein it was stated to the effect as “recently, one of the holders of a Sale Agreement for a commercial space in ‘Poojitha Tech Park’ filed a complaint with the Real Estate Regulatory Authority (RERA) against Respondent No. 1 herein vide Complaint No. 1784/2023, and she has arrayed Respondent No. 2 herein to the present complaint.” One of the holders of Agreement of Sale referred to in this extracted portion of said Counter Affidavit appears to be none other than the Complainant herein, who was also the Complainant in that Complaint No. 1784/2023. Furthermore, in the Counter Affidavit filed by Respondent No. 2 in the Complaint No. 1784/2023 copy of which has been produced by the Complainant, in the present case Respondent No. 2 has submitted therein at Paragraph 1(A) to the effect as “It is submitted that M/s Vianna Homes Pvt. Ltd. had entered into an Agreement of Sale dated 10.10.2022 with the Complainant herein, but for reasons best known to the Complainant, the Answering Respondent herein has been made a party and not the Company to the present

proceedings.” These categorical admissions made by Respondent Nos. 1 & 2 unmistakably establish the existence and acknowledgement of the Agreement of Sale dated 10.10.2022.

48. Further with regards to the alleged element of fraud being played, as submitted by the Respondent Nos.1 & 2, is with regards to the signatures of witnesses and the date of execution which were stated to have been missing in the erstwhile Agreement of Sale as compared to the one submitted in the present Complaint. This aspect has been contended by the Respondent No. 1, as fraud and as such, its stand is that the Agreement of Sale dated 10.10.2022, cannot be taken into consideration. On this aspect, the Respondent No. 1 has relied upon the judgment of the Hon’ble Supreme Court in *S.P. Chengalvaraya Naidu v. Jagannath*, (1994) 1 SCC 1, wherein it was held that “fraud is an act of deliberate deception with the design of securing something by taking unfair advantage of another”. The Apex Court categorically held that a litigant who approaches the court is bound to produce all the documents executed by him which are relevant to the litigation, and that if the litigant withholds a vital document in order to gain an advantage on the other side, then he would be guilty of playing fraud on the court as well as on the opposite party. Respondent No.1 contended that the Complainant, by virtue of submitting two different Agreements of Sale alleged to have been executed between Respondent No.1 as represented by Respondent No.2 and the Complainant, has committed fraud upon this Authority, and therefore, the Complainant’s claim does not stand tall.

49. In the considered opinion of this Authority, as held by the Hon’ble Supreme Court in the judgment cited supra, fraud necessarily connotes a deliberate intention to deceive another in order to gain an undue advantage. Mere inadvertence or technical error in law, may not amount to fraud unless accompanied by a wilful intent to mislead or to cause injury. Admittedly, in the present case, there exists a duly executed Agreement of Sale dated 10.10.2022 between the Complainant and Respondent No.1. The mere filing of two different copies of the same Agreement of Sale, one containing the signatures of witnesses and another in its absence, does not, by itself, constitute fraud, as there is no evidence of any intentional act of deceit on the part of the Complainant so as to mislead this Authority or the Respondents. To establish the element of fraud, Respondent No.1 was required to prove, beyond reasonable doubt, that the Complainant acted with an intent to deceive this Authority or to secure an undue advantage to the detriment of others. However, their own unequivocal and unambiguous admissions of the existence of the Agreement of Sale dated 10.10.2022 stand contrary to their plea of fraud. It is further noted that Respondent No.1 have themselves admitted, in Paragraph 12 of their Counter Affidavit, that an Agreement of Sale was executed between the parties. It is therefore implied that such an

Agreement would have been executed in the presence of attesting witnesses. The Respondents have failed to demonstrate that the witness signatures appearing on the version of the Agreement filed in the present Complaint are false, or fabricated from those who actually attested the execution. The Complainant, in her Rejoinder dated 23.01.2025, has explained that due to an inadvertent clerical error, an incomplete Xerox copy of the Agreement of Sale lacking the witness signatures on internal page no.54 was filed along with the earlier Complaint No.1784/2023, whereas the complete original document bears the same on par with the signatures appearing on internal page no.49. The said explanation, as well as the existence of the original document, are neither denied nor disputed by the Respondents. In these circumstances, the mere appearance of the witness signatures and the date of execution on the version filed in the present complaint cannot, in itself, amount to fraud, particularly when the substantive contents and terms of both versions of the Agreement of Sale dated 10.10.2022 are identical and verbatim the same. To remove any ambiguity, this Authority directed the Complainant to produce copies of the Agreement of Sale filed in Complaint No.1784/2023 for comparison with that filed in the present Complaint. Upon examination, it was observed that except for the signatures of the witnesses and the date of execution, all clauses and contents are identical in both document of Agreement of Sale. Both documents stand duly admitted by Respondent No.1. Accordingly, this Authority finds that the plea of fraud raised by the Respondents is devoid of merit and unsustainable in law.

50. Respondent No.1 also relied upon the judgment of the Hon'ble Supreme Court in *Mohanlal v. State of Punjab*, (2018) 17 SCC 627, regarding the fabrication of evidence. As has been established earlier, this Authority is convinced that Respondent No.1 has failed to establish any fabrication of evidence. Mere denial of the copy of the Agreement of Sale dated 10.10.2022 filed in the present complaint because it differs from an erstwhile document does not make the document "fabricated" specifically in the light of the fact that the Respondent No.1, has in its own Counter Affidavit, as pointed out in the foregoing paras, admitted to have executed an Agreement of Sale in favour of the Complainant herein. Accordingly, this Authority finds that the plea of fabrication of evidence raised by the Respondents is devoid of merit and unsustainable in law.

51. *Point I is answered accordingly.*

POINT II

52. The grievance of the Complainant pertains to the non-registration of Unit No. 45, admeasuring 1000 sq. ft., situated at Poojitha Tech Park, Kokapet Village and Gram Panchayat, Gandipet Mandal, Ranga Reddy District, as promised by Respondent No. 1 under the Agreement

of Sale dated 10.10.2022. It is noted that this relief was initially sought as part of the interim reliefs and not explicitly framed as a main relief. Respondent Nos. 1 and 2, in their Counter Affidavit dated 03.10.2024, contended that the Authority lacks the jurisdiction to grant such a relief when it has not been expressly prayed for as a principal relief.

53. This Authority observes that the Complainant has sought the relief of registration of Unit No. 45, admeasuring 1000 sq. ft. on the 4th Floor of Poojitha Tech Park, situated at Kokapet Village and Gram Panchayat, Gandipet Mandal, Ranga Reddy District, albeit as part of the interim relief. Further, under the principal reliefs, the Complainant has prayed for refund of the alleged excess amount paid, compensation towards damages, and payment of monthly rent until completion of construction and handing over of virtual possession of the said unit. Therefore, it is evident that though the prayer for registration was placed under the interim relief, it forms an integral part of the overall grievance and is intrinsically connected to the substantive reliefs sought by the Complainant.

54. It is trite that the Real Estate (Regulation and Development) Act, 2016 is a beneficial and remedial legislation enacted with the avowed object of protecting the interests of allottees and ensuring transparency, accountability, and fairness in real estate transactions. The statutory framework seeks to balance the rights and obligations of both promoters and allottees. The obligation of the promoter to execute and register the conveyance deed flows directly from the provisions of Section 11(4)(f) read with Sections 17 and 19(3) of the RE(R&D) Act, which mandate the promoter to transfer title and execute a registered conveyance in favour of the allottee. The Respondent's attempt to rely on a mere procedural or clerical aspect in the framing of the relief, to defeat a substantive statutory right of the Complainant, is wholly untenable before this Authority. Being a quasi-judicial forum constituted under a beneficial statute, this Authority cannot permit technical or procedural lapses in the prayer clause to override the substantive rights of an allottee under the RE(R&D) Act.

55. Accordingly, in exercise of the powers conferred under Section 37 of the Real Estate (Regulation and Development) Act, 2016, this Authority holds that it is well within its jurisdiction to adjudicate upon and issue appropriate directions regarding the registration of Unit No. 45, 4th Floor, Poojitha Tech Park, situated at Kokapet Village and Gram Panchayat, Gandipet Mandal, Ranga Reddy District, in favour of the Complainant, in accordance with the terms and conditions contained in the Agreement of Sale dated 10.10.2022.

56. Coming now to the relief sought by the Complainant regarding the registration of the said unit, it is necessary to determine whether the Respondents are obligated to register the same under the Agreement of Sale dated 10.10.2022. Respondent No. 1 initially denied the existence of such an Agreement; however, in the same Counter Affidavit, Respondent No. 1 has stated as follows:

“The Respondents reiterate that they have fulfilled their obligations as per the Sale Agreement dated 10.10.2022 and allegations of harassment, trauma, or mental agony caused to the Complainant or her husband are denied and put to strict proof of the same.”

57. As already observed in the preceding paragraphs, the said Agreement of Sale dated 10.10.2022 stands duly executed and valid. Clause 8.1 of the Agreement titled “Schedule for Possession of the Said Unit” stipulates that “the Vendor/Developer assures to hand over possession of the Unit along with ready and complete common areas with all specifications, amenities, and facilities of the project in place on or before three (3) years.” Therefore, as rightly admitted in Para 22 of the Counter Affidavit, Respondent No. 1 is bound by Clause 8.1 and is under an obligation to register Unit No. 45 in Poojitha Tech Park and hand over peaceful possession of the same to the Complainant, along with the common areas, in accordance with the terms of the said Agreement.

58. The Respondent no.1 have further objected on the ground that they have not received the amounts as alleged by the Complainant and that no acknowledgments or receipts were issued by them. However, the Agreement of Sale dated 10.10.2022 clearly records that an amount of Rs. 39,00,000/- has been paid by the Complainant to Respondent No. 1, and the balance of Rs. 34,92,000/- is payable, with a further sum of Rs. 2,62,600/- to be paid at the time of registration.

59. The Complainant has produced receipts duly stamped by M/s Bellcom India Pvt. Ltd. (Respondent No. 5 represented by Respondent Nos. 6 and 7) and M/s Bell Square Marketing Agency (Respondent No. 8 represented by Respondent No. 9) for payments of Rs. 6,00,000/- (dated 14.08.2022), Rs. 25,00,000/- (dated 29.08.2022), and Rs. 6,00,000/- (dated 15.03.2023). These receipts, coupled with the documents on record, establish that the Complainant has paid a total sum of Rs. 65,94,100/- to Respondent No. 1 directly, and an additional Rs. 37,00,000/- to Respondent Nos. 5, 6, 7, 8, and 9, aggregating to Rs. 1,02,94,100/- (Rupees One Crore Two Lakh Ninety-Four Thousand One Hundred Only).

60. Respondent No. 1 has denied having any relationship, contractual or otherwise, with Respondent No. 9 and contended that no amount was received through him. However, the record reveals that a sum of Rs. 12,94,100/- was paid by the Complainant from ICICI Bank vide Cheque

No. 209614 dated 23.04.2023 to M/s Infy Projects, for which a receipt was duly issued by Respondent No. 1 itself. No satisfactory rebuttal has been offered by Respondent No. 1 to disprove the same. Having acknowledged such payment, Respondent No. 1 cannot now disown its responsibility or its nexus with the said transaction.

61. Respondent No. 1 has, in its Counter Affidavit, admitted that Respondent No. 9 had approached them for client facilitation and introduced prospective purchasers. Although no formal written agreement was executed between them, Respondent No. 1 admittedly entertained the clients introduced by Respondent No. 9 and executed sale agreements with such individuals. This clearly reflects a degree of agency or facilitation between Respondent Nos. 1 and 9. Under Section 4 of the RE(R&D) Act, 2016, a promoter is statutorily obligated to disclose the names of any associated real estate agents. The failure to do so, coupled with the promoter's acknowledgment of part consideration received, constitutes a material omission and indicates negligence on the part of Respondent No. 1. A promoter cannot absolve himself of liability by claiming the absence of a formal agency agreement when he has, in fact, benefited from such facilitation and acknowledged corresponding payments.

62. It is further noted that Respondent Nos. 5, 6, and 7, in their Counter Affidavit dated 10.12.2024, have contended that the receipts dated 14.08.2023 for an amount of Rs. 6,00,000/- and dated 15.03.2023 for an amount of Rs. 6,00,000/- are in no way connected with them or with M/s Bellcom India Pvt. Ltd. (Respondent No. 5). They have further asserted that Shri Sikha Bala Raju (Respondent No. 9) is neither a representative of M/s Bellcom India Pvt. Ltd. (Respondent No. 5) nor of M/s Bell Square Marketing Agency (Respondent No. 8), and that no liability accrues to Respondent No. 5 since it was not a party to the Agreement of Sale dated 10.10.2022.

63. However, mere denial without substantive evidence cannot suffice to discharge their burden. It is well settled that a bare or evasive denial, unaccompanied by material proof, cannot override documentary evidence on record. In this regard, reliance may be placed upon the judgment of the Hon'ble Madras High Court in Arulmigu Velukkai Sri Azhagiya Singaperumal Devasthanam v. G.K. Kannan, 2020 SCC OnLine Mad 28257, wherein the Court observed that a mere denial in pleadings does not amount to proof and cannot displace the documentary evidence produced by the plaintiff:

“34. If a mere denial in the pleading of the defendant is considered adequate, it instantly dispenses him of his burden to prove his plea of denial of plaintiffs title, which then will

automatically elevate the defendant's pleading on a disputed fact (and not law) to the status of its proof. This would give an unfair procedural advantage to the defendant. Viewing it from another angle, if only a denial of plaintiff's title in the written statement without anything more, can be a ground to non-suit the plaintiff for not seeking a declaratory relief, then that could have been made the ground to dismiss the suit on a preliminary issue, but Order XIV Rule 2 CPC, does not provide for this course. It cannot be ignored that, notwithstanding the nature of action, and irrespective of whether the relief sought is one under the common law, or a discretionary relief in equity, the procedure which the Courts adopt for trial of the case and the law on burden of proof that govern the trial remain the same for both.”

64. From the material on record, it is evident that M/s Bellcom India Pvt. Ltd. (Respondent No. 5), represented by its Directors (Respondent Nos. 6 and 7), and M/s Bell Square Marketing Agency (Respondent No. 8), represented by Respondent No. 9, were actively involved in facilitating the sale transaction between the Complainant and the Promoter, M/s Viana Homes Pvt. Ltd. (Respondent No. 1), in respect of the project “Poojitha Tech Park.” The receipts produced by the Complainant establish that part of the sale consideration was collected by or through the said entities, acting on behalf of the Promoter. Therefore, by virtue of their active participation and acknowledgment of payments, Respondent Nos. 5 to 9 stand in a principal–agent relationship with Respondent No. 1 for the limited purpose of this transaction.

65. This Authority, accordingly, finds their inclusion in the present proceedings to be both procedurally necessary and substantively justified, as their conduct is directly connected with the execution and performance of the Agreement of Sale dated 10.10.2022. However, it is clarified that no independent relief is being sought or granted against Respondent Nos. 5, 6, or 7 in their personal capacity; their inclusion is confined to determining their role in the chain of agency and their nexus with the Promoter.

66. In light of the foregoing discussion, and the specific admission by Respondent No. 1 regarding the Agreement of Sale dated 10.10.2022, this Authority holds that mere denials unsupported by documentary evidence cannot displace the Complainant’s claim, which stands substantiated by the Agreement, payment receipts, and corroborating materials on record. Consequently, this Authority concludes that the Agreement of Sale dated 10.10.2022 is valid and binding upon Respondent No. 1, who is obligated to act in accordance with Section 11(4)(f) read with Section 17 of the RE(R&D) Act, 2016, by registering Unit No. 45 in favour of the Complainant and transferring lawful possession thereof.

67. This Authority, therefore, concludes that while the Complainant has paid the sale consideration amount of Rs. 73,92,000/- (exclusive of corpus fund and GST) as stipulated under the Agreement of Sale dated 10.10.2022, any payment made in excess thereof cannot be fastened upon Respondent No. 1, as there is no evidence of such demand or acknowledgment by the promoter. The affidavit dated 02.07.2023 executed by Respondent No. 9, Shri Sikha Bala Raju, presently the Managing Director of both M/s Infy Projects and M/s Bell Square Marketing Agency (Respondent No. 8), acknowledges having received a total of Rs. 1,02,94,100/- from the Complainant in regard towards the concerned unit. The said excess amount of Rs. 29,02,100/- (Rupees Twenty-Nine Lakh Two Thousand One Hundred Only) being over and above the agreed sale consideration, cannot be attributed to Respondent No. 1.

68. Accordingly, this Authority holds that Respondent No. 1 is obligated to register the Scheduled Property, being Unit No. 45 admeasuring 1000 sq. ft. in "Poojitha Tech Park," situated at Kokapet Village and Gram Panchayat, Gandipet Mandal, Ranga Reddy District, in favour of the Complainant in accordance with Section 17 read with Section 11(4)(f) of the Real Estate (Regulation and Development) Act, 2016. Further, Respondent No. 9, representing Respondent No. 8, M/s Bell Square Marketing Agency, is directed to refund the excess amount of Rs. 29,02,100/- to the Complainant along with interest at the rate prescribed under Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017, i.e., SBI MCLR (8.75%) + 2% = 10.75% per annum, from the respective dates of payment till actual refund.

69. The Complainant has prayed for monthly rent for the period of delay. Clause 8.2 of the Agreement of Sale dated 10.10.2022 stipulates that possession was to be handed over on or before three (3) years from the date of the agreement. The present complaint was filed during the agreed possession period and therefore a claim for compensation for delay up to the expiry of that contractual possession period is premature. Accordingly, the Complainant is not entitled to any claim for rent for the period up to the expiry of the contractual date for possession. However, in the event the Respondent No.1 fails to deliver possession beyond the contractual period, Respondent No.1 shall be liable for such interest for the delayed period in terms of Section 18 of the Real Estate (Regulation and Development) Act, 2016. *Accordingly, Point II is answered in the above terms.*

Point III

70. The Respondent No.1, M/s Viana Homes Pvt. Ltd., had filed a complaint namely, Complaint No. 117/2024/TG RERA before this Authority, specifically alleging that the Respondent no.9 in the said matter have acted without authorisation from Respondent No.1, M/s Viana Homes Pvt. Ltd. and have misrepresented several potential customers to tarnish the image and reputation of Respondent No.1, apart from causing financial losses to the innocent purchasers. Therefore, appropriate action had been initiated against the said Respondent no. 9 therein for violations under the provisions of the RE (R&D) Act, 2016, which are not being repeated hereunder. The Respondent Nos.8 and 9 in the present Complaint No.139/2024/TG RERA were the Respondents Nos. 3 and 1 respectively in Complaint No. 117/2024/TG RERA, who have been held to be jointly and severally liable for penalty under Section 62 of RE (R&D) Act, 2016 for violation of Section 9(1) & (2) of the RE (R&D) Act, 2016 and have been directed to pay penalty of Rs.3,69,600/-(Rupees Three Lakh Sixty-Nine Thousand Six Hundred Only) payable within 30 (thirty) days. Accordingly, applying the well-established principle against double jeopardy, this Authority deems it inappropriate to impose any further penalty upon the said Respondents for the said violation.

71. It is further recorded that Respondent No. 9 made appearance in the present matter on one occasion through counsel but failed to appear on subsequent dates despite being aware of the proceedings. Respondent No. 9 has actively collected funds from allottees and has shown a persistent disregard for the directions of this Authority (including those issued in Case No. 117/2024) by not registering himself as a real estate agent before this Authority.

72. Section 2(zm) of the Real Estate (Regulation and Development) Act, 2016 defines a real estate agent as a person who negotiates or acts on behalf of a person in relation to the sale or purchase of any plot, apartment or building in a real estate project, or who facilitates such transactions. Where a person acts in the capacity of a real estate agent without being registered as required by the statute, such conduct undermines the protective and regulatory regime established for the benefit of allottees and compromises the transparency the Act seeks to secure.

73. In the facts of the present case, having regard to the admissions made, the receipts produced and the conduct of Respondent No. 9 before this Authority, it is evident that he has performed the functions of a real estate agent in relation to the transaction involving the Complainant. His failure to register as a real estate agent despite specific directions and his

subsequent non-appearance before this Authority constitute both a breach of the statutory obligations and conduct inconsistent with the standards expected of persons who facilitates in real estate transactions.

74. In view of the above, this Authority finds Respondent No. 9 in violation for acting as an unregistered real estate agent and, in exercise of the powers vested in it under the RE(R&D) Act, hereby restrains from engaging in, or facilitating, the sale, purchase or transfer of any plot, apartment or building in any RERA-regulated real estate project, whether in whole or in part and hereby declares him as a defaulter.

75. Point III is answered accordingly.

H. Directions of the Authority:

76. In view of the foregoing detailed discussion, findings, and observations recorded under Points I to III hereinabove, and in exercise of the powers conferred under Sections 37 and 38 of the Real Estate (Regulation and Development) Act, 2016, read with the Telangana Real Estate (Regulation and Development) Rules, 2017, this Authority hereby issues the following directions:

- a. The Respondent No.1, M/s Viana Homes Pvt. Ltd., represented by Respondent No.2, shall, within forty-five (45) days from the date of this Order, execute and register the Sale Deed in favour of the Complainant, Smt. Vijaya Lakshmi, in respect of Unit No. 45 admeasuring 1000 sq. ft., situated on the 4th Floor of “Poojitha Tech Park”, located at Kokapet Village and Gram Panchayat, Gandipet Mandal, Ranga Reddy District, Telangana, in accordance with the terms and conditions contained in the Agreement of Sale dated 10.10.2022.
- b. The Respondent No.9, Shri Sikha Bala Raju, Managing Director of M/s Infy Projects and representing M/s Bell Square Marketing Agency (Respondent No.8), having acknowledged receipt of the excess consideration amount of Rs. 29,02,100/- (Rupees Twenty-Nine Lakh Two Thousand One Hundred Only), is hereby directed to refund the said amount to the Complainant along with interest at the rate of 10.75% per annum (SBI MCLR + 2%) as prescribed under Rule 15 of the Telangana RERA Rules, 2017, calculated from the respective dates of payment till the date of actual refund. The refund along with interest shall be made within a period of thirty (30) days from the date of this Order.

- c. The Respondent No.9, Shri Sikha Bala Raju, having acted as a real estate agent and facilitated transactions in relation to the project “Poojitha Tech Park” without obtaining registration as mandated under Section 9(1) & (2) of the RE(R&D) Act, 2016, and despite prior directions in Case No.117/2024/TG RERA, is hereby declared to be in violation of the provisions of the RE(R&D) Act. In exercise of the powers under Section 37 read with Section 9(7) of the RE(R&D) Act, 2016, this Authority hereby restrains Respondent No.9 from engaging in, negotiating, or facilitating any sale, purchase, transfer, or advertisement of any real estate project governed under the RE(R&D) Act, 2016, either directly or indirectly. Respondent No.9 is further declared as a defaulter before this Authority, and TG RERA Secretary is directed to ensure that the details of this declaration shall be uploaded on the official website of Telangana RERA forthwith, for public record.
- d. The Respondents are hereby informed that non-compliance of directions of the Authority shall attract a penalty under Sections 63 and 65 of the RE (R&D) Act, 2016.

77. In light of the above, the present Complaint is disposed of in terms of the directions contained herein. 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