

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

16th September, 2026

Corum: **Sri K. Srinivasa Rao, Hon'ble Member**

Complaint No. 349 of 2026

Between:

Sri. Kakara Srinivasarao

R/o. H. No. 12-84, Vuracheruvu Street,
Pedapudi Mandalam, Pedapudi,
East Godavari District, A.P - 533066

... Complainant

Versus

1. M/s. Sipil Infra Pvt. Ltd.,

Rep by its director Sri. Sai Bezawada Bharathi
Having its registered office at Plot No. 3, D. No. 7-1-644,
beside Andhra Bank, Sunder Nagar Colony,
Near ESI Hospital, Sanath Nagar, Hyderabad,
Ranga Reddy, Telangana, 500038.

2. Sri. Sai Bezawada Bharathi

Plot No. 3, D. No. 7-1-644,
beside Andhra Bank, Sunder Nagar Colony,
Near ESI Hospital, Sanath Nagar, Hyderabad,
Ranga Reddy, Telangana, 500038.

3. Sri Vishnu Teja Doma

Occ.: Additional Director of
M/s. Sipil Infra Private Limited,
R/o. 1-98/6/3/1, Sai Nagar, Madhapur,
Hyderabad, Telangana - 500081

... Respondents

Complaint No. 397 of 2026

Smt. Kakara Lovasubhashini

R/o. H. No. 12-84, Vuracheruvu Street,
Pedapudi Mandalam, Pedapudi,
East Godavari District, A.P - 533066

... Complainant

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Hyderabad, Telangana - 500081

... Respondents

The present matters, filed by the respective Complaints herein, came up for hearing before this Authority on 10.09.2026. Mr. Drupad Sangwan, learned Counsel for the Complainants in both cases, and Mr. M. Balasubramanyam, learned Counsel for Respondent Nos. 1 to 3 in both cases, were present. Upon hearing the submissions of the learned Counsel for the respective parties, this Authority passes the following **INTERIM ORDER**:

2. The present Complaints have been filed under Section 31 of the Real Estate (Regulation and 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”), in relation to the registered real estate project known as “SURYODAYA ABODE.” Since both Complaints arise from similar transactions involving the same Respondent Nos. 1 to 3 and seek identical interim protection in respect of separate units, the learned Counsel appearing for the Complainants sought the following common interim relief:

- a) *In CC No. 349 of 2026: Direct the Respondent Nos. 1 to 3 to refrain from alienating, creating any third-party interests in, or encumbering any portion of Unit No. 402 in Block A of the "SURYODAYA ABODE PROJECT", pending final disposal of the present Complaint, in order to safeguard the rights and interests of the Complainant and to prevent further prejudice arising out of any subsequent transfers.*
- b) *In CC No. 397 of 2026: Direct the Respondent Nos. 1 to 3 to refrain from alienating, creating any third-party interests in, or encumbering any portion of Unit No. 401 in*

Block A of the "SURYODAYA ABODE PROJECT", pending final disposal of the present Complaint, in order to safeguard the rights and interests of the Complainant and to prevent further prejudice arising out of any subsequent transfers.

3. The respective Complainants contend that, in April 2022, they entered into separate Agreements of Sale with the Respondent Nos. 1 to 3 and paid substantial amounts towards the agreed sale consideration. It is alleged that, notwithstanding the subsistence of the said Agreements and the Complainants' continued readiness and willingness to perform their respective contractual obligations, the Respondent Nos. 1 to 3 failed to execute and register the respective Sale Deeds and deliver lawful possession of the agreed units.

4. It is further alleged that the units originally agreed to be sold to the respective Complainants in Block-B were subsequently conveyed by the Respondents in favour of third parties, notwithstanding the subsistence of the respective Agreements of Sale. In view thereof, the Complainant in C.C. No. 349 of 2026 seeks Flat No. 402, Block-A, and the Complainant in C.C. No. 397 of 2026 seeks Flat No. 401, Block-A, as alternative units, which are stated to be vacant.

5. The interim reliefs sought in the present Complaints are, therefore, confined to preservation of the aforesaid alternative units pending adjudication of the respective claims. The Complainants seek restraint against the Respondents from alienating, transferring, encumbering or creating any third-party rights or interests in the said units, so as to ensure that the alternative units identified as the subject of the relief sought remain available for effective adjudication of the Complaints.

6. The Respondents were absent on the first date of hearing. On the second date of hearing, learned Counsel for the Respondents appeared, filed Vakalatnama and sought time to file their respective counters. However, considering the apprehension of alienation of the units allotted to the Complainants, at this stage, the averments of the Complainants and the documents relied upon by them remain uncontroverted. Nevertheless, the non-filing of counters shall not, by itself, be construed as an admission of the allegations, and the observations herein are confined solely to the limited consideration of the interim relief.

7. Upon consideration of the submissions made and the Agreements of Sale, payment receipts and other material placed on record, this Authority is of the prima facie view that the Complainants have made out sufficient grounds for preservation of the aforesaid alternative units pending further hearing. Since the units originally agreed to be sold to the Complainants

are stated to have been subsequently conveyed to third parties, the alternative units presently sought by the Complainants constitute the subject matter of the interim relief sought before this Authority. Permitting the Respondents to alienate, transfer, encumber or create third-party interests in the said units during the pendency of the Complaints may result in creation of further third-party rights and may frustrate or render ineffective any final relief that may ultimately be granted. The balance of convenience, therefore, lies in preserving the subject units until the next date of hearing.

8. Accordingly, in exercise of the powers conferred under Section 36 of the Real Estate (Regulation and Development) Act, 2016, read with Rule 34(1) of the Telangana Real Estate (Regulation and Development) Rules, 2017, Respondent Nos. 1 to 3 are hereby restrained from alienating, transferring or encumbering, or from creating any third-party rights or interests in respect of Unit No. 402, Block-A, in C.C. No. 349 of 2026 and Unit No. 401, Block-A, in C.C. No. 397 of 2026, situated in the project “SURYODAYA ABODE,” until the next date of hearing, i.e., 02.11.2026.

9. The matters are posted to 02.11.2026 for further hearing. The Respondents shall file their respective counters. Any violation of the interim directions contained herein shall invite appropriate action under Section 63 of the Real Estate (Regulation and Development) Act, 2016.

Sd/-
Sri. K. Srinivasa Rao,
Hon'ble Member
TG RERA