

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Date: 16 October, 2025

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

Complaint No. 180/2024/TG RERA

M. Haritha w/o MNSV Ramana Murthy

(R/o Flat# A-1001, Indus Crest Apartment Complex Osman Nagar, Tellapur-Kollur Road Sangareddy, Telangana - 502300)

...Complainant

Versus

Suvarnabhoomi Infra Developers Pvt. Ltd.

(Represented by its Managing Director Sri Bollineni Sridhar)

(Office at 8-2-680/3, 3rd Floor, Opp SBI Bank Road No. 12 Banjara Hills, Hyderabad – 500034)

...Respondent

The present matter filed by the Complainant herein came up for hearing on 17.06.2025 before this Authority in the presence of the Complainant in person and Counsel of the Respondent on 17.06.2025, and after hearing the Complainant and Respondent, 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 reliefs against the Respondents.

A. Brief Facts of the Case as per Form M submitted by the Complainant:

3. It was submitted that the Respondent, Suvarnabhoomi Infra Developers Pvt Ltd, floated an investment project in Mominpet. The scheme allegedly offered investors an opportunity to invest ₹30,00,000/- against an agreement that provided two options at the end of a 20-month period: either a buyback payment of ₹50,00,000/- or a 700 sq. yd. plot in a developed, RERA-approved venture.

4. The Complainant stated that, relying on these representations, they invested a sum of ₹30,00,000/- and entered into an agreement with the Respondent on 24th July 2021, opting for the buyback offer. It was further submitted that as part of this agreement, the Respondent promised to register 0.5 acres of land in the Complainant's name as collateral, but allegedly failed to do so. The Respondent did, however, issue cheques totalling ₹50,00,000/-.

5. It was contended that at the conclusion of the stipulated 20-month timeframe, around March/April 2023, the Respondent did not honour the buyback commitment and instead requested an extension to settle the amount.

6. The Complainant alleged that after a period of approximately one year, involving multiple follow-ups, the Respondent issued a new cheque for ₹64,61,300/- dated 15/04/2024, which was presented as the final settlement amount. However, upon depositing the said cheque, it was dishonoured with the reason "insufficient funds."

7. It was further submitted that following the dishonouring of the cheque, the Complainant made multiple visits to the Respondent's office over the last quarter but received no favourable response. The Complainant alleged that the directors of the Respondent company were unavailable and had been absconding for the past three months.

8. Finally, the Complainant stated that the failure of the Respondent to either start the project or settle the amount has caused significant mental and financial stress. It was submitted that the Complainant is paying a hefty EMI every month towards a loan taken for this investment and feels cheated and harassed by the actions of the Respondent.

B. Relief(s) Sought

9. Accordingly, the Complainant sought the following relief:

- i. *To direct Suvarnabhoomi Infra Developers to pay Rs 65,00,000/-(Rs 50,00,000/- buyback value + Rs 15,00,000/- interest @2% interest per month for 15 months delay (i.e., Mar 23 to July'24)) to the Complainant.*

C. Counter filed by the Respondent

10. It was submitted by the Respondent that the complaint as filed is not maintainable either in law or on facts and is liable to be dismissed. The Respondent specifically denied that it had offered investors a scheme to invest ₹30,00,000/- against a buyback payment of ₹50,00,000/- or a 700 sq. yd. plot in a RERA-approved venture within a 20-month timeframe.

11. The Respondent denied that the Complainant invested ₹30,00,000/- on 24th July 2021 as part of a "buy back offer." While acknowledging that an offer was made to execute a sale deed for Ac. 0.05 guntas of land, it was denied that this was intended as collateral. The Respondent further denied requesting more time for settlement after 20 months or issuing subsequent cheques as a final settlement after multiple follow-ups.

12. The Respondent further refuted the claims that the Complainant visited their office multiple times without a favourable response or that the directors were absconding. It was categorically denied that the Respondent cheated the Complainant by failing to start the project or settle the amount.

13. It was submitted that the actual transaction was an agreement by the Complainant to purchase Ac. 0.20 guntas of agricultural land in Sy. No. 28/A/2 at Ramnathgudapally Village, Mominpet Mandal, Vikarabad District. It was stated that a Memorandum of Understanding (MOU) with specific terms and conditions was entered into by the parties on 24th July 2021.

14. The Respondent contended that after the execution of the MOU, the Complainant requested that the sale deed be executed in the name of her husband, Sri M.N.S.V. Ramana Murthy. It was submitted that the Respondent complied with this request and executed a registered sale deed in favour of the Complainant's husband. The Respondent alleged that the Complainant suppressed this material fact in her complaint.

15. It was further submitted that Clause 4 of the MOU explicitly stipulated that the Complainant was required to execute a Development Agreement in favour of the Respondent at the time of the sale deed's execution. The Respondent contended that the Complainant failed to execute this Development Agreement, and as a result, the Respondent could not apply for development permissions from the concerned authorities.

16. The Respondent stated that the post-dated cheques mentioned by the Complainant were issued based on the assurance that the Development Agreement would be executed. It was alleged that the Complainant's failure to fulfil this condition of the MOU was the primary reason for the project's non-commencement.

17. The Respondent further submitted that the subject matter of the transaction is agricultural land. It was submitted that agricultural land does not fall under the purview of the Real Estate (Regulation and Development) Act, 2016, and therefore, the Authority lacks jurisdiction to adjudicate the complaint.

D. Rejoinder filed by the Complainant

18. In response to the Respondent's claim that the complaint was not maintainable, the Complainant submitted that they had invested ₹30,00,000/- specifically in the buyback plan advertised by the Respondent. It was contended that Clause 6 of the Memorandum of Understanding (MOU) itself substantiated that the investment was made under a buyback scheme.

19. The Complainant reiterated that the agreement dated 24th July 2021 was unequivocally a buyback agreement, a fact evidenced by the terms within the MOU itself. It was argued that the very issuance of post-dated cheques for ₹50,00,000/- by the Respondent at the time of the agreement was proof of the buyback nature of the transaction.

20. The Complainant referred to the MOU dated 24th July 2021 as the primary evidence of the transaction's terms, which mentioned the Respondent's plan to acquire 320 acres of land. It was submitted that the registration of Ac. 0.20 guntas of land in the name of the Complainant's husband was not a simple sale, but was done only after multiple follow-ups and persistent pressure from the Complainant.

21. The Complainant contended that on the very same day the land was registered, the Respondent had them sign a Development Agreement. It was argued that this agreement's purpose was to facilitate the re-transfer of the land back to the Respondent upon the successful payment of the ₹50,00,000/- buyback amount, proving the land's role as collateral.

22. It was further argued that if the land was not collateral, there would have been no need for a Development Agreement linked to the repayment schedule. The Complainant also pointed out that if the intention had been to receive a plot, the MOU would have specified the plot area in sq. yds. instead of a monetary buyback sum and the corresponding issuance of post-dated cheques.

23. The Complainant refuted the Respondent's denial of follow-ups, stating that they had been visiting the Respondent's office from March 2023 until the complaint was filed. It was submitted that the Respondent initially requested the Complainant not to deposit the cheques and offered to pay 2% per month interest on the outstanding amount, as per Clause 11 of the MOU.

24. It was alleged that after further follow-ups, the Respondent took back the initial cheques for ₹50,00,000/- and issued a new cheque for ₹55,00,000/- on 1st January 2024. This was followed by an email from the Respondent's CRM, which reportedly mentioned that interest payments would commence from February 2024.

25. The Complainant stated that when the Respondent failed to pay the promised interest, they were compelled to visit the office again. It was on 15th April 2024 that the Respondent allegedly took back the ₹55,00,000/- cheque and issued a final, updated cheque for ₹61,64,300/-.

26. It was contended that the Respondent requested them not to deposit this final cheque, promising a settlement in portions by mid-July 2024. When this promise was not kept, the Complainant deposited the cheque, which was subsequently dishonoured for "Insufficient Funds."

E. Observations of the Authority

27. The issue for consideration before this Authority is whether the transaction between the Complainant and the Respondent falls within the ambit of the Real Estate (Regulation and Development) Act, 2016 and consequently, whether this Authority has jurisdiction to entertain the present complaint.

28. From the material placed on record, it is evident that the Complainant entered into an agreement dated 24.07.2021 with the Respondent, Suvarnabhoomi Infra Developers Pvt. Ltd., by investing an amount of ₹30,00,000/- under a scheme which offered at the end of a 20-month period a buyback payment of ₹50,00,000/-.

29. The terms of the Memorandum of Understanding (MOU) and the subsequent conduct of the parties, including issuance of post-dated cheques for ₹50,00,000/- and later ₹61,64,300/- clearly indicate that the transaction was structured primarily as a financial investment promising monetary returns after a fixed tenure, rather than as a sale or allotment of a plot or apartment for residential use. The Complainant's own pleadings emphasise the expectation of a "buyback value" rather than possession of immovable property.

30. Section 2(d) of the RE (R & D) Act, 2016, defines "allottee" as:

"the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter; and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent."

31. In the present case, the Complainant does not claim to have been allotted any plot or apartment, nor does the material on record establish the existence of a real estate project under which such allotment was made.

32. Further, the nature of the agreement and the buyback clause clearly establish that the arrangement was in the form of an investment-cum-return scheme, thereby constituting a commercial transaction between the parties.

33. In view of the foregoing, this Authority is of the considered opinion that the Complainant does not fall within the definition of “Allottee” as provided under Section 2(d) of the RE (R & D) Act, 2016. Consequently, the transaction in question does not attract the provisions of the Real Estate (Regulation and Development) Act, 2016, and therefore, this Authority is not the appropriate forum to adjudicate this dispute.

34. Accordingly, the Complainant is directed to approach the appropriate forum. Hence, this complaint is 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

