

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 94 of 2025

Dated: 16th 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**

Kasturi Krishna Murthy

*(H. No. 1-7-58, Revenue Colony,
Subedari, Hanamakonda-506001, Telangana)*

...Complainant

Versus

1. M/s. Krithika Infra Developers
*Rep. by its Managing Partner, D. Srikanth and D. Shashikanth
(D. No. 314, #rd floor, LPT Market, L.B. Nagar, Ranagreddy Dist. 500070)*
2. Sri. D. Srikanth
(D. No. 314, #rd floor, LPT Market, L.B. Nagar, Ranagreddy Dist. 500070))
3. Mr D. Shashikanth
(D. No. 314, #rd floor, LPT Market, L.B. Nagar, Ranagreddy Dist. 500070)

...Respondents

The present matter filed by the Complainant herein came up for hearing before this Authority in the presence of the Complainant in person, and none appeared on behalf of the Respondents despite service of notice; hence, set ex parte and upon hearing the submissions of the Complainant, this Authority proceeds to pass the following **ORDER**:

2. The present Complaint has been filed by the Complainant under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as the "Act") read with Rule 34(1) of the Telangana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the "Rules") seeking appropriate relief(s) against the Respondents.

A. Brief facts of the case:

3. The Complainant submitted that he is a retired state government employee and has invested his retirement funds in the Respondent project with the expectation of securing a

peaceful and stable residence. However, due to the Respondent's failure to fulfil contractual commitments, he is facing severe financial distress after purchasing a flat in the Respondent's project. The Complainant submits that he had entered into an agreement of sale with M/s. Krithika Infra developers on 01.07.2022 for the purchase of a residential flat in Block C, on the 1st floor. East face bearing flat no. 110, with an extent of 1665 sq. ft. saleable area, along with an undivided share of land 37 Sq. Yards situated at Boduppall Village, under Boduppall Municipality, Medipally Mandal, Medchal- Malkajgiri District, Telangana State.

4. The Complainant submitted that, as per the agreement, a total payment of Rs. 40,82,250/- (Rs. 38,32,500/- for flat purchase and Rs. 2,49,759/- for registration charges)

Payment Details as follows:

Sl. No.	Date	Amount	Mode of payment	Receipt/Voucher No.
1	26.02.2022	Rs. 50,000/-	Online Transfer	687
2	31.03.2022	Rs.2,50,000/-	Online Transfer	749
3	13.04.2022	Rs.10,00,000/-	Online Transfer	7
4	10.05.2022	Rs.10,00,000/-	Online Transfer	42
5	15.05.2022	Rs.4,95,000/-	Online Transfer	44
6	15.05.2022	Rs.10,00,000/-	Cash	45
7	21.05.2023	Rs.. 37,500/-	Online Transfer	49
8	28.03.2023	Rs.1,49,750/-	Online Transfer	345
9	28.02.2023	Rs.1,00,000/-	Online Transfer	346
Total:		Rs. 40,82,250/-		

5. The Respondent assured the Complainant that the possession date was on or before 30.06.2024. Despite multiple assurances, the Respondents have failed to commence the construction, and they have failed to get the requisite approvals, and they have also failed to get RERA Registration, and they have failed to register the Undivided share of 37 Sq. Yards since there is no development in the project, the Respondent have requested a refund of the amount in September 2024; however, his pleas were ignored by the Respondents, and now he is absconding, evading all communication. and accountability, the Complainant referred to CC. 115 of 2024, dated 30.12.2024, highlighting a similar grievance against the same Respondent

6. Due to the actions of the Respondents, the Complainant has caused immense financial strain, emotional distress and uncertainty, which has drastically impacted his post-retirement life.

B. Relief(s) Sought:

5. Accordingly, the Complainant sought the following reliefs:

I. Refund of the principal amount of Rs. 40,85,250/- (forty lakh eighty-five thousand two hundred fifty rupees only) along with Interest as per the govt norms.

II. Stringent action against M/s. Krithika Infra Developers, as per RERA norms, commenced the project without obtaining the mandatory RERA registration.

III. Legal and criminal action against M/s. Krithika Infra Developers, its Directors, CEO, and MD, for non-compliance, misrepresentation, and fraudulent commitments.

IV. Compensation for mental agony and harassment caused due to the severe delay and fraudulent conduct of the Respondent.

V. Immediate Intervention to locate and take action against the absconding Respondent, ensuring that my funds are refunded.

C. Points to be determined:

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

I. Whether the Respondents violated Section 3 of the RE(R&D) Act, 2016, by advertising, marketing, and offering for sale the “Sheshadri’s Silver Oak” project without obtaining registration with the Authority?

II. Whether the Complainant is entitled to the reliefs sought?

D. Observations of the Authority:

7. Before further adjudicating on the matter, this Authority takes due note of the repeated non-compliance by the Respondents, who have failed to appear before this Authority despite service of multiple notices and affording sufficient opportunities. In view of their continued absence, the Respondents are hereby set ex parte on 13.06.2025, and the matter is being

adjudicated based on the pleadings, documents, and submissions placed on record by the Complainant.

Point I

8. Upon perusal of the available documents submitted by the Complainant, it is evident that the Respondent promoted and sold residential units in the project titled “Sheshadri’s Silver Oak” located at Survey No. 215, Boduppall Village, without obtaining registration under Section 3 of the RE(R&D) Act, 2016. The land in question exceeds the threshold of 500 sq. meters as specified under Section 3(2)(a) of the RE(R&D) Act, 2016 and involves more than eight units, which mandates registration with the Authority.

9. In the present matter, the Complainant has submitted a copy of the Agreement of Sale dated 01.07.2022, which confirms that the Respondent collected a sum of ₹38,32,500/- to sell a proposed residential flat No. 110, Block- Cash in 1st floor with built up area of 1665 Sq.ft.s, inclusive of all common areas, with one car parking area, in Sheshadri’s Silver Oak, along with undivided share of land admeasuring 37 Sq.Yds. The agreement of sale was entered into prior to obtaining registration with RERA.

10. It is pertinent to mention that this Authority has already dealt with similar violations by the same Respondent in **Complaint No. 115 of 2024**, which related to this very project. After a detailed examination of that matter, this Authority passed an order, holding that they had violated provisions of the RE(R&D) Act 2016. In that said order, it was found that the Respondent had marketed and sold units without registering the project with this authority, in contravention of Sections 3 and 4 of the RE(R&D) Act, 2016. Further, the Respondent had also received advance payments exceeding 10% of the consideration prior to execution of a registered agreement for sale, thereby violating Section 13(1) of the RE(R&D) Act, 2016. Consequently, **a penalty of ₹9,96,050/-** was levied on the Respondent under Sections 59, 60, and 61 of the RE(R&D) Act, 2016, and the Respondent was directed to register the project without further delay and to restrain from engaging in any marketing or sale activity until compliance was ensured.

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

12. Furthermore, this authority has issued Public Notice dated 25.04.2025, cautioning the public not to enter into any transactions or purchase any plots in the real estate projects purported to be promoted by M/s Krithika Infra Developers Pvt. Ltd. and M/s Krithika Infra Developers.

The relevant portion of the said public notice is as follows:

Contrary to the above provision, M/s Krithika Infra Developers Pvt. Ltd. and M/s Krithika Infra Developers have collected amounts exceeding the prescribed limit from allottees without executing and registering any written agreement for sale.

It is evident that the said entities have fraudulently collected substantial amounts from the general public without fulfilling their legal obligations, thereby cheating and misleading innocent allottees.

In view of the above, the general public is hereby cautioned and strictly advised not to enter into any transactions or purchase any plots in the real estate projects purported to be promoted by M/s Krithika Infra Developers Pvt. Ltd. and M/s Krithika Infra Developers.

13. Hence, Point I is answered in the affirmative

POINT II

14. The Authority, upon perusal of the documents placed on record, observes that the Respondent No.1 has collected a total amount of ₹40,82,250/- from the Complainant towards the sale consideration and other related charges. However, despite receiving the total sale consideration, the Respondent No.1 has neither commenced any construction activity in the said project nor demonstrated any bona fide intention to fulfil its contractual obligations. Such continued inaction, even after collecting substantial amounts of money from the Complainant, points to a deliberate and dishonest course of conduct from the Respondents.

15. In these circumstances, under Section 18(1) of the RE(R&D) Act, 2016, it extends a clear statutory right to an allottee to seek a refund along with interest where the promoter/Respondents either fail to complete the project or are unable to hand over possession within the stipulated timeframe. So, the allottee is entitled to a refund of the amount paid along with applicable interest. In the present case, the issue is not merely one of delay; it is a case of complete inaction on the Respondents.

16. In light of the above foregoing observations, this Authority notes that the Complainant is entitled for relief as mentioned in the main complaint under Section 18(1)(a) of the Real Estate (Regulation and Development) Act, 2016, which reads as follows:

(1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building,

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or

(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:

17. In the present case, the Respondent neither completed the project nor initiated the mandatory statutory processes required for lawful execution of the project. The continued failure to commence the construction clearly amounts to a violation of the provisions of the RE(R&D) Act, 2016.

18. Accordingly, the Complainant entitled for Refund of the amount paid by her to the Respondents and also with the interest at the rate prescribed under Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017, i.e., the State Bank of India's Marginal Cost of Lending Rate (MCLR) plus 2% per annum (i.e., 8.75% + 2%), calculated from the respective date of Agreement of sale until the date of actual refund.

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

20. Further, this Authority, in its Order in Complaint No. 86 of 2025 dated 16.10.2025, declared the Respondent No. 1/Promoter, M/s Krithika Infra Developers, as a "defaulter"

The relevant portion of the said order is as follows:

"27(b)....The Respondent No.1/Promoter is hereby declared a "defaulter" for continuous and willful violation of the provisions of the RE(R&D) Act,

2016. As a result, any developmental activities undertaken by the Respondent No.1, Promoter stand terminated with immediate effect. The impugned developer is hereby restrained from undertaking any further advertisement, marketing, booking, sale, or offering for sale of any apartment or part thereof in the said project or any other projects in the future, in any manner whatsoever.

21. Hence, Point II is answered in the affirmative, and the Complainant is entitled to a refund along with applicable interest.

E. Directions of the Authority:

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

- i. The Respondent No. 1 is hereby directed to refund Rs. 40,82,050/- (Forty Lakh Eighty-Two Thousand and Fifty only) along with interest at the rate of 10.75% per annum (SBI MCLR of 8.75% + 2%) from the date of the Agreement of Sale dated 20.06.2022 till the date of actual refund in accordance with Rule 15 of the Telangana RE(R&D) Rules, 2017 within 30 (thirty) days from the date receipt of this Order.
- ii. Failing to comply with the above-said direction by the Respondent shall attract a penalty in accordance with Section 63 of the RE(R&D) Act, 2016
- iii. With respect to other reliefs, the Complainant has the liberty to approach the appropriate forums

23. The complaint stands disposed of in the above terms. There shall be 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**