BEFORE TELANGANA STATE REAL ESTATE REGULATORY AUTHORITY

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

COMPLAINT NO. 564 of 2025

Dated:17th November, 2026

Quorum: Sri Laxmi Narayana Jannu, Hon'ble Member
Sri K. Srinivasa Rao, Hon'ble Member

Between

Karri Suvidha
R/o. Flat No. C-302, Svadha Kollaar Apartments,
Near Birla Open Minds International School,
Osman Nagar, Kollur, Sanga Reddy,
Hyderabad, Telangana- 502300. ***…Complainant***

And

BVR Infra Developers Pvt. Ltd.
Represented by its Managing Director
Bainaboina Venkateshwarlu
C/o. H. No. 7-41/11, Plot No. A-101, Flat No. 401,
Mehar Nivas, Bapuji Nagar, Street No.1, Nacharam,
Hyderabad, Telangana- 500076. ***…Respondent***

The present matter filed by the Complainant mentioned herein above came up for hearing before this Authority in the presence of the Complainant and none appeared on behalf of the Respondent despite service of notice hence the Respondent was set 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 "RE(R&D) 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 Respondent has offered to sell the said property plot No. 85 in S V Electronic City - 3 in Survey No 136,138 of admeasuring an area of 184 sq. yards situated at Sirigiripur Revenue Village, Maheshwaram (M), Ranga Reddy Dist.

4. The Complainant made an initial payment of 1,00,000 (Rupees One Lakh) on 02/06/2023, followed by a further payment of ₹5,00,000 (Rupees Five Lakh) on 07/06/2023, and an additional payment of 1,00,000 (Rupees One Lakh) on 09/06/2023 to the builder, towards the sale agreement for a plot. Accordingly, the total amount paid till date is ₹7,00,000 (Rupees Seven Lakh only). That at the time of the agreement, the builder assured that the project, along with the registration formalities, would be completed within a few months.

5. It is submitted that the Complainant was informed that the selected plot was under mortgage and would be released within one month. However, since the requisite permissions were still pending, the Complainant requested a refund of the amount already paid. That the builder, in response, assured Complainant that should the stipulated timeline not be honoured, the entire amount paid would be duly refunded.

6. That, despite repeated follow-ups, the builder attributed the delay to pending government approvals. Subsequently, as repayment of the amount paid by me, the builder issued two cheques totalling ₹7,00,000 (Rupees Seven Lakh only), both dated May 2024. However, whenever the Complainant contacted him regarding the deposit of these cheques, he repeatedly requested postponement, citing insufficient balance in the account. Eventually, the cheques expired without being cleared. Thereafter, the builder stopped responding to calls and messages, and upon visiting his office, it was found to be closed.

7. It is submitted that it has now been more than two years since the initial payment. It is alleged that the Respondent is not picking up calls and not registering the plot as committed.

B. Relief(s) Sought:

8. *Accordingly, the Complainant sought the following relief:*

1. Direct the Respondent/Promoter to refund the total amount paid i.e. Rs. 7,00,000/- (Rupees Seven Lakh Only) along with interest at the rate of 18% per annum from the date of payment until the date of actual refund.

C. Points for Consideration

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

D. Observations of the Authority

9. This Authority notes that the present Complaint was listed for hearing on 11.12.2025 and again on 08.01.2026, 24.02.2026, 13.03.2026, 16.04.2026, 18.06.2026 and finally on 12.08.2026. On all occasions, the Complainant was present, whereas the Respondent remained absent and failed to enter appearance or file any representation, despite due service of notice. In view of the continued non-appearance of the Respondent, this Authority is satisfied that sufficient opportunity has been granted and, therefore, proceeds to decide the present Complaint ex-parte against the Respondent.

10. Upon a careful examination of the pleadings, documents, and submissions made by the Complainant, it has been observed that an Agreement & Deed of Mortgage dated 04.04.2022, was executed between M/s. B.V.R Infra Developers Private Limited, its Managing Director Sri. Bainaboina Venkateshwarlu, Sri. Shaik Fareed, Sri. Katla Chandra Sekhara Babu, Sri. Vikasgiri Valapatla, and Sri. Indrakanti Kiran Kumar in favour of the Metropolitan Commissioner, Hyderabad Metropolitan Development Authority (HMDA) for Plot bearing Nos. 85 to 92, 94 to 102 (total 17 Plots) to an extent of 2420.07 Sq. Mtrs or 2894.37 Sq. Yards (15.62%) in Survey Nos. 136 Part & 138 Part, situated at Sirigiripur Village and Grampanchayat, Maheshwaram Mandal, Ranga Reddy District.

11. It is further observed that an Agreement of Sale dated 12.06.2023 was executed in favour of the Complainant herein by the Respondent M/s. BVR Infra Developers Pvt. Ltd. for Plot bearing No. 85, in the project SV Electronic City- 3, in Sy. No. 136, 138 admeasuring an area of 184 Sq. yds. Situated at Sirigiripur revenue village and G.P., Maheshwaram Mnadal, Rangareddy District (hereinafter referred to as the “Scheduled property”) for a total sale consideration of Rs. 27,78,400/- (Rupees Twenty Seven Lakh Seventy Eight Thousand Four Hundred Only) out of which a sum of Rs. 7,00,000/- (Rupees Seven Lakh Only) has been paid by the Complainant and the same has been acknowledged by the Respondent in such

Agreement of Sale. It has also been noted that as per the Agreement of Sale dated 12.06.2023, a sum of Rs. 20,78,400/- (Rupees Twenty Lakh Seventy Eight Thousand Four Hundred Only) is the balance amount which will be paid after mortgage release.

12. Upon perusal of Clause 1 of the Agreement of Sale dated 12.06.2023 it is observed that the physical possession of the Scheduled property shall be handed over to the Complainant at the time of registration. The same has been extracted below:

> *"That the VENDOR hereby agreed to hand over the vacant, peaceful and physical possession of the schedule mentioned property to the VENDEE at the time of registration"*

13. The Complainant has produced two Cheques for a sum of Rs. 3,50,000/- (Rupees Three Lakh Fifty Thousand Only) dated 21.05.2024 and a sum of Rs. 3,50,000/- (Rupees Three Lakh Fifty Thousand Only) dated 21.05.2024 issued by the Respondent herein in favour of the Complainant. The Complainant has also produced certain acknowledgment receipts issued by the Respondent, namely, M/s. BVR Infra Developers Pvt. Ltd. towards sale consideration amount paid by the Complainant herein for the Scheduled property. The same are as follows:

1. Receipt dated 02.06.2023 for a sum of Rs. 1,00,000/- (Rupees One Lakh Only)
2. Receipt dated 09.06.2023 for a sum of Rs. 1,00,000/- (Rupees One Lakh Only)
3. Receipt dated 07.06.2023 for a sum of Rs. 4,85,000/- (Rupees Four Lakh Eighty Thousand Only)
4. Receipt dated 07.06.2023 for a sum of Rs. 15,000/- (Rupees Fifteen Lakh Only)

14. Therefore, as per Clause 1 of the Agreement of Sale dated 12.06.2023, the Respondent had undertaken to hand over vacant, peaceful and physical possession of the Scheduled property to the Complainant at the time of registration. Thus, upon receiving the consideration amount, the Respondent was under an obligation to take necessary steps to fulfil its commitments under the Agreement of Sale and complete the transaction in accordance with the agreed terms. However, the Complainant submits that despite the passage of considerable time and repeated follow-ups, the Respondent failed to complete the necessary formalities for registration of the Scheduled property and deliver possession as agreed. The Complainant further submits that the Respondent initially assured that the requisite formalities would be

completed within a few months, but subsequently continued to postpone the same on the ground that certain permissions were pending.

15. This Authority also takes note of the fact that, when the Respondent failed to proceed with the registration of the Scheduled property, the Complainant sought repayment of the amount already paid. In response, the Respondent issued two cheques, each for ₹3,50,000/- (Rupees Three Lakhs Fifty Thousand Only), both dated 21.05.2024, towards repayment of the total amount of ₹7,00,000/- (Rupees Seven Lakh Only) received from the Complainant. The issuance of the said cheques is a relevant circumstance demonstrating that the Respondent had acknowledged its obligation to repay the amount received. However, the Complainant submits that the Respondent repeatedly requested that the cheques not be presented for encashment, citing insufficient funds in its bank account. Consequently, the cheques remained unencashed and subsequently expired, and the amount paid by the Complainant continued to remain with the Respondent without being refunded.

16. It is pertinent to note that the Respondent, despite being afforded an opportunity to appear before this Authority and rebut the allegations made in the Complaint, has failed to enter appearance and has not filed any counter affidavit rebutting the claims of the Complainant. The Respondent has also failed to produce any material evidence to demonstrate that the development works in the project have been completed, that the Scheduled property is ready for registration, or that the Complainant's contractual entitlements have otherwise been fulfilled. No material has been placed on record to establish that the Respondent has taken any effective steps towards completing the transaction or resolving the grievance of the Complainant. In the absence of any explanation or supporting material from the Respondent, the documents and contentions placed on record by the Complainant, particularly the Agreement of Sale, payment receipts and copies of the cheques issued towards repayment, remain undisputed.

17. This Authority is of the view that a promoter, having received consideration from an allottee pursuant to an Agreement of Sale, cannot indefinitely retain such amounts, without performing the corresponding obligations undertaken under the agreement. The mere issuance of repayment cheques, without ensuring that the same are honoured, cannot be treated as actual discharge of the Respondent's liability towards the Complainant.

18. It is observed that the Respondent has neither completed the transaction by proceeding with registration and delivery of possession nor refunded the amount received. The Complainant cannot be expected to wait indefinitely for the Respondent to fulfil its obligations, particularly when the Respondent has failed to demonstrate any concrete progress in this regard.

19. In the circumstances, this Authority finds that the Respondent has failed to establish compliance with its contractual obligations and has not provided any justification for retaining the amount received from the Complainant. The Complainant is, therefore, justified in seeking withdrawal from the project and claiming a refund of the amount paid. Having regard to the facts and circumstances of the present case, this Authority holds that the Complainant is entitled to a refund of the entire amount of ₹7,00,000/- (Rupees Seven Lakhs Only) paid towards the sale consideration, together with interest at the rate prescribed under Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017, calculated from the respective dates of payment until the date of actual refund, in accordance with Section 18(1) of the RE(R&D) Act, 2016.

20. It is further observed that the project “S V Electronic City-3” remains as an unregistered project. It light of the same, this Authority, in its order dated 29.11.2025 passed in CC No. 221 of 2025, has already held that the project "S V Electronic City-3" was advertised, marketed and sold by the very same Respondent without obtaining mandatory registration under Sections 3 and 4 of the RE(R&D) Act, 2016 and has imposed penalty. The said finding lends further precedence to the case of the Complainant, inasmuch as the Respondent could not have lawfully accepted consideration towards the Scheduled property in question in the absence of registration of the project with this Authority.

F. Directions of the Authority:

21. 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:

a) The Respondent is directed to refund the entire amount of Rs. 7,00,000/- (Rupees Seven Lakh Only) long with interest at the rate of 10.85% per annum (SBI MCLR of 8.85% + 2%) calculated from the respective dates of payment till the date of actual refund. The

said refund together with interest shall be made within sixty (60) days from the date of receipt of this order.

22. Failing to comply with the aforementioned direction by Respondents shall attract penalty in accordance with Section 63 of the RE(R&D) Act, 2016.

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

TG RERA
TELANGANA REAL ESTATE REGULATORY AUTHORITY