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

Complaint No. 451 of 2025

Dated: 17th November, 2026

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

Between:
Prasant Kumar Dikshit
R/o. Flat No. B2/622, Gajularamaram
Hyderabad- 500055.

… Complainant

Versus
M/s Parijatha Homes & Developers Pvt. Ltd.,
Represented by its Managing Director, T Naresh Kumar,
Office address at Flat No. 201, 2nd Floor,
Lumbini Amrutha Chambers, Nagarjuna Circle,
Road No. 3, Banjara Hills, Hyderabad- 500082

…..Respondent

The present Complaint has been filed by the Complainant as mentioned hereinabove, 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.

2. The matter was taken up for final hearing on 05.08.2026 before this Authority in the presence of the Complainant and the Respondent's Counsel. Based on the submissions advanced by the parties and perusal of the material available on record, this Authority proceeds to pass the following **ORDER:**

A. Brief facts of the Case as per Form M filed by Complainant

3. It is the case of the Complainant that he purchased a proposed flat ad measuring 950 sq.ft -1000 sq. ft., 121 square yards in Sy. No. 735 in the project PARIJATHA ICON, situated at Upparpalli Village, Shameerpet Mandal, Medchal- Malkajgiri District, Telangana from the vendor T Naresh Kumar on 28.11.2018.

4. It was submitted that he paid a total amount of Rs. 13,50,000/- (Rupees Thirteen Lakhs Fifty Thousand only) by way of cheque no. 860236 for Rs. 3,50,000/- dated 26.11.2018, SBI Bank Balkampet; cheque no. 860238 dated 29.01.2019, SBI Bank Balkampet.

5. It was submitted that the builder promised to handover the flat in May, 2022 with a grace period of 6 months. However, it was never handed over. Complainant alleges that the builder, T Naresh Kumar cheated him, even after several visits to his office, he did not answer any of the Complainant's questions and that his staff always stated that the builder is out of station.

6. Complainant further submitted that he purchased this with money borrowed from private lenders with interest. And states that even after 7 years, the builder is unable to handover the flat and not returning his hard-earned money.

B. Relief(s) Sought:

In view of the facts mentioned above, the complainant prays for the following reliefs:

i. To refund the amount paid by the Complainant, Rs. 13,50,000/- with market interest rate of 11.5% from the date he paid i.e., 26.11.2018.

ii. To pay Rs. 10,00,000/- as compensation towards mental agony and health complications suffered by the complainant and his family members.

iii. To take disciplinary action against the builder in a fast-track method, so that other innocent people do not suffer.

C. Counter filed by the Respondent:

7. The Respondent submits that the complaint is neither maintainable in law nor on facts. It was stated that the Complainant has no right to approach this Honourable forum since there is no sale or purchase agreement as was mentioned in the said petition before this Honourable Authority.

8. The Respondent alleges that the Agreement of Sale that has been filed by the Complainant is not an Agreement of Sale in view of the fact that it does not have any stamp and that the signature of the Respondent has been forged.

9. It was further submitted that the Agreement of Sale does not contain any stamp nor there is any authorization given to the alleged vendor in the Agreement of Sale. It was alleged that the Complainant has created the said documents for the purpose of harassing the Respondent.

10. It was submitted that there was a financial transaction between the parties, wherein the Complainant gave Rs.13,50,000/- (Rupees Thirteen Lakhs Fifty Thousand only) and the Complainant received back the said amounts long back in the year 2021 itself along with interest in cash and there remains nothing to be paid to the Complainant. Further, the Complainant has also executed receipt for the said amounts.

11. It was submitted that when there is no sale and purchase agreement as was alleged in the complaint, the said Authority has no jurisdiction to decide as the same is not maintainable. It is the competent civil court which has the jurisdiction, and furthermore the complainant has already received back his amounts the question of filing such a false complaint before this Hon'ble Court does not rise.

12. For all the reasons stated above, the Respondent prays that the present complaint in present form is not maintainable and same is liable to be dismissed.

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TELANGANA REAL ESTATE REGULATORY AUTHORITY

D. Rejoinder Filed by the Complainant:

13. The Complainant preliminarily submits that the written statement filed by the Respondent is false and misleading and has been filed to evade liability. The Respondent has suppressed material facts and made contradictory statements before this Hon'ble Authority. The Complainant denies all allegations made in the written statement, except those specifically admitted herein. In particular, the Respondent's claim that no transaction took place is completely false.

14. It was submitted that a registered Sale Deed dated 04.02.2019 was executed in relation to the subject property and that this establishes the existence of a valid transaction and a legal relationship between the parties.

15. It was submitted that the Respondent has falsely alleged that the Complainant forged signatures. He states that he possesses valid signature proofs, including Aadhaar and bank

records, which are available for comparison. The Complainant requests this Hon'ble Authority to direct a forensic examination of the disputed signatures.

16. It was submitted that the Respondent has produced certain payment vouchers allegedly bearing the Complainant's signatures. The Complainant submits that the signatures on those vouchers are not the Complainant's genuine signatures as used in financial or legal transactions. He states that he follows a consistent and distinct signature pattern for important documents, which differs from what appears on the vouchers and that he has a strong reason to believe that the Respondent misused copies of the Complainant's signatures available in prior documents submitted to RERA or shared during the transaction, and reproduced them onto the vouchers. The Complainant alleges that the vouchers are fabricated and cannot be relied upon as proof of payment.

17. Pertaining to the claim made by the Respondent that the payment was made in cash, the Complainant submitted that the alleged amount is ₹13,50,000, which is a substantial sum, and under the Income Tax Act, 1961, large financial transactions are required to be carried out through banking channels and not in cash. He submits that it is highly improbable and legally questionable that such a huge amount would be paid in cash without any supporting bank transaction, receipt or acknowledgment. The Respondent has failed to produce any bank statement, RTGS/NEFT/cheque proof, or legally valid acknowledgment of full settlement. Hence, he states that the claim of full cash payment is therefore false, unsubstantiated and not legally credible.

18. As per the claims of the Respondent that full payment was made in 2021, Complainant submitted that it is false because the Respondent relies on a cash transaction supported by vouchers bearing invalid or forged signatures, and no proof of full settlement exists. Crucially, the Respondent issued a written commitment dated 20.02.2025 agreeing to repay the amount. Complainant states that the liability still exists and that the Respondent's claim of "already paid" is false.

19. It was submitted that the dispute arises from a real estate transaction, and this Hon'ble Authority therefore has full jurisdiction. It was stated that he Respondent has deliberately suppressed the written undertaking dated 20.02.2025, which amounts to misleading this Hon'ble Authority.

20. Hence, the Complainant respectfully prays that this Hon'ble Authority may reject the false written statement; direct the Respondent to refund the full amount with interest; disregard the fabricated vouchers submitted by the Respondent; take appropriate action against the Respondent for filing false statements and producing forged or fabricated documents; Pass any other order it deems fit.

E. Points for Consideration:

21. After considering the facts stated and submissions made by both parties, the following question arises before this Authority:

I. Whether the Respondent violated Section 3 & 4 of the RE(R&D) Act, 2016?

II. Whether the Complainant is entitled to the reliefs sought? If so, to what extent?

F. Observations of the Authority:

22. At the outset, it is necessary to establish certain crucial facts before proceeding with the issues at hand. The Complainant initially approached this Authority stating that based on the representations made by the Respondent, he purchased a flat ad measuring 900-1000 sq. ft. in the project 'Parijatha Icon' situated in Sy.No. 735, Upparpalli Village, Shamirpet Mandal, Medchal-Malkajgiri District, Telangana, by paying a total sale consideration of Rs. 13,50,000/- and that an Agreement of Sale has been executed on 28.11.2018.

23. Whereas in the Rejoinder, the Complainant disclosed for the first time that a registered Sale Deed dated 04.02.2019 was executed in his favor. The Respondent, along with their Written Arguments placed the said Sale Deed before this Authority. Further, the Respondent also placed a registered Development Agreement cum- General Power of Attorney dated 02.03.2019 bearing Document No. 2142/2019.

24. Initially, in the Counter filed on 25.03.2026, the Respondent stated that the Complainant gave Rs. 13,50,000 (Rupees Thirteen lakhs Fifty Thousand only) in lieu of a financial transaction and that the said amount was repaid to the Complainant in cash way back in 2021. More importantly, he has disputed the genuineness of the Agreement of Sale stating that the signatures have been forged and that there is absence of authorization.

25. However, when the Complainant sought forensic examination, the Respondent itself placed copies of the Sale Deed and a DAGPA before this Authority, to contend that this

Authority lacks jurisdiction and that it is the competent civil court which shall cancel the DAGPA if the Respondent fails to complete the development. Evidently the Respondent has not questioned the genuineness of the Sale Deed, on the contrary, it has relied upon the said Sale Deed.

26. In these circumstances, this Authority does not find it necessary to refer the disputed signatures for forensic examination to determine the nature of the transaction. The registered Sale Deed and the registered DAGPA are undisputed and admitted documents, therefore, they are sufficient to determine the nature of the transaction between the parties.

Point I:

27. Upon examination of the admitted documents, the following facts stand established. The Managing Director of the Respondent Company, Mr. T. Naresh Kumar, in his individual capacity sold an undivided extent of 121 sq. yds. to the Complainant under a registered Sale Deed dated 04.02.2019 bearing Doc. No. 1119/2019 at SRO, Shamirpet. It is pertinent to note that the Sale Deed neither makes any reference to the Respondent Company nor to the project in question.

28. Thereafter, the Complainant along with 10 others, together executed a DAGPA dated 02.03.2019 bearing Doc No. 2142/2019 in favor of the Respondent Company. Through the said DAGPA, the Complainant along with others transferred the developmental rights over an extent of 1445.0 sq. yds. to the Respondent, and the Respondent undertook to develop the said land into residential apartments, in return for share of the constructed area to the landowners. The extent of Complainant's portion of the land i.e., 121 sq. yds. now forms part of the land covered by the DAGPA, under which the Complainant is a landowner who is entitled to a share of the constructed area of 1000 sq.ft.

29. Although the Agreement of Sale dated 28.11.2018 is alleged to have been forged, it nonetheless warrants consideration, particularly, a recital and Clause 4 of the said Agreement. They read as follow:

> *"Whereas the Vendor is the Managing Director of the company i.e., M/s. Parijatha Homes & Developers Pvt. Ltd., and desire to develop a residential apartments project on the name of "Parijatha Icon" situated at Upperpally village, Shamirpet Mandal,*

Medchal-Malkajgiri District, in which the Vendor has offered to sell a flat measuring 950 sft to 1000 sft which will be confirmed after finalization of the drawing plans"

"Clause 4: The vendee has agreed to execute the developmental agreement in favour of the Company i.e., M/s. Parijatha Homes and Developers Pvt. Ltd, for which the company will allot the flat in favour of the Vendee after obtaining the approvals from the concerned authorities.

30. If the document were admitted, it would establish that the Managing Director offered units in a proposed project to the public before the project was registered with this Authority. The denial of the Agreement of Sale — particularly when this Agreement, unlike the Sale Deed or the DAGPA expressly refers to the project name — appears to be an attempt to evade the consequences arising under Section 3 of the Act. This Authority is duly cognizant that a sale of land, or the execution of a development agreement ordinarily precedes the stage at which registration of a project arises. If there is no specific recital pertaining to the project, a Sale Deed or a DAGPA, viewed in isolation, may not attract Section 3 of the Act. This Authority would not ordinarily treat such instruments, by themselves, as a violation of the Act.

31. However, in the present case they cannot be viewed in isolation, the sequence of the transactions must be read as a whole. The Managing Director did not sell his land to independent purchasers who later chose a developer of their own. He first marketed a proposed project on his land, collected amounts from purchasers of units in the proposed project, and as security for the amounts collected from them, he conveyed undivided portions of that land to the purchasers. In return, he obtained the developmental rights back in favor of the Respondent Company. It is a deliberate attempt to circumvent the regulatory framework of the Act.

32. Hence, this Authority is of the view that the Sale Deed and the DAGPA are to be construed as instruments of a single scheme and cannot be looked at as independent of each other. This scheme enabled the Respondent to collect consideration for units in a proposed project, while keeping the project outside the scrutiny of this Authority. This is a clear colorable exercise, and an independent reading of each document, without looking at the transaction holistically would defeat the object and purpose of the statute.

33. In view of the same, this Authority issued a Show Cause Notice dated 28.09.2026, calling upon the Respondent to explain why action, including imposition of penalty under Sections 59 and 60 for contravention of Section 3 and 4 of the Act, should not be initiated against them. The issue of whether the Respondent contravened Sections 3 and 4 of the Act, warranting intervention by this Authority, is presently being adjudicated in C.C. No. 174 of 2026 & the Connected Matters. Accordingly, to avoid overlapping adjudication, this Authority refrains from determining that question in the present matter. However, any observations made herein shall be taken into account in arriving at a conclusion in the batch matter.

34. Point I is answered accordingly.

Point II:

35. A claim for refund under the Act presupposes a promoter-allottee relationship, whether that relationship is arising out of a Sale Deed, an Agreement of Sale, an MOU or a Booking Form/Letter. As already mentioned hereinabove, the Respondent disputes the genuineness of the Agreement of Sale dated 28.11.2018. Since the Sale Deed dated 04.02.2019 executed subsequently stands undisputed and admitted, this Authority considers the transaction between the parties valid. Hence, this Authority is of the view that it need not decide the dispute pertaining to the genuineness of the Agreement of Sale for the purpose of deciding upon the reliefs sought by the Complainant.

36. Under the said Sale Deed, the title to an undivided extent of 121 sq. yds. in Sy. No. 735, situated at Upparpalli Village, Shamirpet Mandal, Medchal-Malkajgiri District, Telangana stands conveyed to the Complainant. The Sale Deed remains valid and subsisting, and has neither been challenged nor annulled by any competent forum. It is further noted that the Complainant has not sought cancellation or rescission of the said registered Sale Deed in the present complaint. Although development rights were given to the Respondent, the Complainant continues to hold lawful title to the scheduled property.

37. It is a well settled principle of law that once a sale deed is duly executed and registered, title to the immovable property stands transferred to the purchaser. A registered conveyance is presumed valid unless set aside by a competent court. Any prayer for cancellation or avoidance of such a conveyance falls within the jurisdiction of the competent civil court, and not with this Authority.

38. In view thereof, the Complainant continues to hold lawful title to the scheduled property. Having consciously derived and retained ownership under a completed conveyance, the Complainant cannot simultaneously seek a refund of the sale consideration while continuing to assert ownership over the very same plot. Such a claim is self-contradictory and beyond the permissible scope of adjudication under the Act. The relief of refund is, therefore, not maintainable before this Authority.

39. Further, the parties have raised several contentions, including the alleged repayment in cash, the genuineness of the vouchers, the alleged forgery of signatures, and the written undertaking said to have been issued in 2025. These are disputed questions of fact and require a full trial on oral and documentary evidence. This Authority refrains from expressing any opinion on their merits. Any observation made in this order shall not be construed as a finding on those questions. The parties are at liberty to pursue their remedies before the competent forum, in accordance with law.

40. Pertaining to the claim of compensation sought by the Complainant, this Authority notes that the jurisdiction for adjudicating compensation lies with the Adjudicating Officer under Section 71 of RE(R&D) Act. Hence, the Complainant is at liberty to approach the Adjudicating Officer by filing a complaint in Form 'N'.

41. Point II is answered against the Complainant.

G. Directions of the Authority:

42. In view of the forgoing, and in exercise of the powers conferred under Sections 37 and 38 of the Act, this Authority rejects the Complainant's claim for refund as a registered Sale Deed subsists in his favor. The Complainant is at liberty to approach the competent civil court seek such reliefs as may be available to him, in accordance with law.

43. The complaint stands dismissed. 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