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

Complaint No. 822 of 2025
Dated: 17th November 2026

Quorum: **Sri. K.S. Sreenivasa Raju, I.A.S., (Retd.), Hon'ble Chairperson**
Sri Laxmi Narayana Jannu, Hon'ble Member
Sri K. Srinivasa Rao, Hon'ble Member

Between
Smt. G. Vidya
(H. No 1-10-162
Road No 8H, Dwarakapuram
Dilsukhnagar, Hyderabad-500060
Land mark Near Vedagiri Apartment)

…Complainant(s)

Versus

M/s. Sand Stone Infra Pvt. Ltd.,
Represented by its Managing Director, M. Chandra Shekar Reddy
(Sandstone Infra India Pvt ltd
Flat no: 112 & 113,
Sri Rama Krishna towers beside Image Hospital,
Ameerpet, Hyderabad 500016)

…Respondent

The present matter filed by the Complainants mentioned herein above came up for hearing before this Authority on 09.10.2026 in the presence of the Complainant, and the Respondent absent. Upon hearing the submissions of all the parties, this Authority proceeds to pass the following **ORDER:**

2. The present Complaint has been filed by the Complainants 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 Respondent.

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

3. The Complainant booked Plot No. 86 in the plotted development project known as "Jaswitha Estates" being developed by the Respondent, Sandstone Infra Venture, at Shankarpally. During the year 2019, the Complainant paid a total amount of ₹47,00,000/- (Rupees Forty-Seven Lakhs only) towards the sale consideration of the said plot.

4. The Complainant paid more than half of the agreed sale consideration. However, the Respondent failed to proceed with and complete the registration of the plot on account of its

internal and legal issues. The Respondent assured the Complainant that the entire amount paid would be refunded along with 2% return on investment (ROI).

5. Despite repeated requests and follow-ups, particularly after the COVID-19 pandemic period, from the year 2023 onwards, the Respondent has been postponing the refund on one pretext or the other.

6. The details of payments made by the Complainant are as follows:

- **16.04.2019** – Cheque No. **901808** – ₹25,00,000/-
- **16.04.2019** – Cheque No. **000005** – ₹15,00,000/-
- **05.08.2019** – Online Transaction ID **001769475804** – ₹7,00,000/-

7. The Respondent had issued cheques towards refund of the above amounts. However, the said cheques were not honoured upon presentation, thereby further evidencing the Respondent's failure and unwillingness to refund the money.

8. The continued failure of the Respondent to register the plot and to refund the amount collected from the Complainant constitutes breach of contractual obligations and violation of the provisions of the Real Estate (Regulation and Development) Act, 2016.

B. Prayer(s) Sought

9. In view of the above-mentioned facts and circumstances, the complainant has humbly prayed for the following reliefs:

a) *Direction to the Respondent to* refund an amount of ₹47,00,000/- (Rupees Forty-Seven Lakhs only) *to the Complainant along with interest at the rate prescribed under the Real Estate (Regulation and Development) Act, 2016 and the rules made thereunder, from the respective dates of payment till realisation*

b) *Pass such other order(s) as this Hon'ble Authority may deem fit in the facts and circumstances of the case and in the interest of justice, in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016.*

C. Points for Consideration

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

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

D. Observations of Authority

11. Upon a careful examination of the pleadings, documents, and submissions placed on record by both parties, this Authority records the following undisputed facts before proceeding to the Points for Consideration framed hereinabove.

12. It is an admitted position, as the Respondent has not disputed it, that the Complainant booked Plot No. 86 in the project "Jaswitha Estates" at Shankarpally and paid Rs. 47,00,000/- (Rupees Forty-Seven Lakhs Only) to the Respondent in the year 2019.

13. The Respondent did not register the plot in favour of the Complainant. It assured the Complainant that the entire amount would be refunded, and it issued cheques towards refund. These cheques were dishonoured on presentation. Issuance of a cheque that is not honoured is not refund. This Authority therefore holds that the amount of Rs. 47,00,000/- remains unpaid.

14. Section 18(1) of the RE (R&D) Act, 2016 provides as follows:

> *"18. Return of amount and compensation. — (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,*
> *the promoter 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."*

15. In the present case, the Respondent has failed to complete the transaction and has not refunded the amount despite its own assurance. The Complainant wishes to withdraw and has sought refund. The Respondent is therefore liable to refund the amount with interest.

16. As regards interest, Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017 prescribes interest at the State Bank of India highest Marginal Cost of Lending Rate (MCLR) plus 2%. The SBI MCLR being 8.85%, the applicable rate of interest is 10.85% per annum.

17. Accordingly, this Authority holds that the Complainant is entitled to refund of Rs. 47,00,000/- (Rupees Forty-Seven Lakhs Only) along with interest at the rate of 10.85% per annum from the respective dates of each payment, till the date of actual refund.

E. Directions of the Authority

18. In light of the discussions and findings made hereinabove, this Authority, vide its powers under Sections 37 and 38 of the RE (R&D) Act, 2016, issues the following directions:

i. The Respondent is directed to refund the total amount of Rs. 47,00,000/- (Rupees Forty Seven Lakhs Only) to the Complainant, along with interest at the rate of 10.85% per

annum (SBI MCLR of 8.85% + 2%) as prescribed under Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017, calculated from the respective dates of each payment made by the Complainant until the date of actual refund, in accordance with Section 18(1) of the RE (R&D) Act, 2016, within a period of 60 (sixty) days from the date of receipt of this Order.

19. Failing to comply with the above direction by the Respondent shall attract further penal action against the Respondent in accordance with Section 63 of the RE (R&D) Act, 2016.

20. In view of the above, the present complaint is disposed of. 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/-
Sri. K.S. Sreenivasa Raju, I.A.S., (Retd.),
Hon'ble Chairman
TG RERA

TG RERA
TELANGANA REAL ESTATE REGULATORY AUTHORITY