BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 856 of 2025

Dated: 17th November, 2026

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

Between

D. Shivarama Krishna
(R/o.,SV Residency, Flat No.103,
Block-A, Near Shivaji Statue,
NJR KLR Nagar, Medchal-501401.)

……Complainant(s)

Versus

M/s. Ashritha's Group, Rep. by its Managing Director, Madhusudhan Naidu
(No.112, VC iconia, 3rd Floor,
Kavuri Hills, Madhapur, Hyderabad,
Telangana-500081.)

……Respondent

The present matter filed by the Complainants mentioned herein above came up for hearing before this Authority on 30.09.2026 in the presence of the Complainant, and the Respondent. 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. In October 2024, the Complainant booked Flat No. D-402 in Signature Tower, located at Thumkunta, Hyderabad, which is proposed to be developed by ASRITHAS Group. The Complainant paid an amount of Rs. 9,00,000/- (Rupees Nine Lakh Only) as advance payment, prior to December-2024, through multiple transactions.

4. The construction of the project is extremely slow and there is no reasonable possibility of completion within the given time frame. The project appears to be abandoned. Due to the said delay and also on account of personal / unforeseen circumstances, the Complainant decided to cancel the booking in March-2025 by giving oral communication as well as through email and requested reimbursement of the advance amount. However, despite repeated requests, the Respondent has neglected to initiate the refund process.

5. Almost eight months have elapsed since the Complainant requested cancellation of the booking and reimbursement of the advance payment.

6. Hence, the Complainant requests the Hon'ble Authority to direct the builder and grant appropriate reliefs in favour of the allottee.

B. Prayer(s) Sought

i. *Direct the Respondent to refund the entire amount of Rs. 9,00,000/- paid by the Complainant along with interest as per RERA norms from the date of each payment till the date of actual refund*

C. Counter

7. The Respondent denies all adverse allegations except those specifically admitted and submits that the Complaint is not maintainable either on facts or in law.

8. The Respondent admits that the Complainant booked Flat No. D-402 in Signature Towers, Thumkunta, Hyderabad, and paid an advance of ₹9,00,000/-. The Respondent disputes the allegation that the project is progressing slowly and states that the project is registered with TG RERA under Registration No. P02200005128 dated 29.09.2022, with an approved completion date of 27.07.2028. The Respondent submits that the Complainant booked the flat on 20.10.2024, with knowledge of the registered project timeline.

9. The Respondent states that the Complainant voluntarily cancelled the booking on 04.03.2025 for personal reasons and requested refund of the booking amount. It is contended that the Complainant subsequently failed to pay further instalments and did not execute the Agreement of Sale within the stipulated period. According to the Respondent, these facts were suppressed while filing the Complaint.

10. The Respondent further submits that during discussions, it was agreed that the refund of ₹9,00,000/- would be processed upon resale of the cancelled flat to a third-party purchaser. The Respondent also states that, as a goodwill gesture, it agreed to waive the 25% cancellation charges stipulated in the Booking Application Form.

11. The Respondent claims that it subsequently confirmed a refund schedule of ₹9,00,000/- in three equal instalments, payable on or before 07.08.2025, 15.09.2025 and 15.10.2025. The Respondent states that it requested the Complainant to allow reasonable time for processing the refund, but the Complainant filed the RERA Complaint in September 2025 and presented one of the cheques issued as security for encashment.

12. The Respondent alleges that the Complainant acted with mala fide intention, suppressed material facts and misused the security cheques. Accordingly, the Respondent seeks dismissal of the Complaint with exemplary costs and such other orders as the Authority may deem fit

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D. Points for Consideration

13. 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?

E. Observations of Authority

14. It is an admitted position that the Complainant booked Flat No. D-402 in Signature Towers, Thumkunta, Hyderabad, on 20.10.2024 and paid ₹9,00,000/- (Rupees Nine Lakhs Only) to the Respondent. It is also admitted that the Complainant cancelled the booking on 04.03.2025 for personal reasons and requested refund of the amount, and that the Respondent agreed to waive the 25% cancellation charges stipulated in the Booking Application Form. The Respondent has therefore accepted its liability to refund the entire amount of ₹9,00,000/-.

15. The Respondent contends that the refund was to be made only after resale of the flat to a third party. No document has been placed on record to show that the refund of the Complainant's money was made conditional on resale. In any event, the Respondent itself fixed a refund schedule of three instalments, payable on or before 07.08.2025, 15.09.2025 and 15.10.2025. The Respondent cannot make the Complainant's refund depend on its own sale of the flat.

16. The Respondent states that the refund of ₹9,00,000/- was arranged by it. However, the Complainant submitted before this Authority that the cheque issued by the Respondent towards refund was dishonoured. The Respondent has not produced any bank statement, receipt or other proof to show that any amount was actually paid to the Complainant. Issuance of a cheque that is not honoured is not refund. This Authority therefore holds that the amount of ₹9,00,000/- remains unpaid.

17. The Respondent alleges that the Complainant misused the security cheques. The allegation of mala fide intention is not supported by any material and is rejected.

18. With regard to the prayer for interest, this Authority notes that the project is registered with TG RERA under Registration No. P02200005128 with an approved completion date of 27.07.2028, and that the Complainant cancelled the booking voluntarily for personal reasons. The date on which the Respondent issued the refund cheque is also not clear from the record. In these circumstances, this Authority is not inclined to grant interest.

19. Accordingly, this Authority holds that the Complainant is entitled to refund of ₹9,00,000/- (Rupees Nine Lakhs Only) paid to the Respondent, which the Respondent has admitted it is liable to refund.

F. Directions of the Authority

20. 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 direction:

i. The Respondent is directed to refund the amount of ₹9,00,000/- (Rupees Nine Lakhs Only) to the Complainant within a period of 60 (sixty) days from the date of receipt of this Order. If the Respondent proves that any amount has actually been received by the Complainant towards refund, credit shall be given for it.

21. 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.

22. 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

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