BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 558 of 2025

Dated: 17th November 2026

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

Between

Pragada Seshagiri Rao
(H.No 5-320, Flat #103, Apurupa Residency, SR Naik Nagar, Jeedimetla, Medchal- Malkajgiri Dist, Hyderabad, Telangana- 500055)

…Complainant(s)

Versus

B.V.R Infra Developers Pvt. Ltd.,
Rep by Bainaboina Venkateswarlu
(*H. No. 7-41/11, Plot No. A-101, Flat No. 401, Mehar Nivas, Bapuji Nagar, Street-1, Nacharam, Hyderabad, Telanagana, 500076*
H.No. 9-2-1, Vallicherla, Hanumanthunipadu, Prakasam district, 523228)

…Respondent(s)

The present matter filed by the Complainants mentioned herein above came up for hearing on 12.08.2026, before this Authority in the presence of the Complainant, and the Respondent absent despite service of notice, hence the Respondents was set ex-parte. Upon hearing the submissions of Complainant, 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 submits that the Respondent/vendor offered to sell Plot No. 91 in the project "S V Electronic City - 3," situated in Survey No. 138 admeasuring 167 sq. yards at Sirigiripur Revenue Village, Maheshwaram Mandal, Ranga Reddy District. Pursuant to this, the Complainant paid an initial booking amount of ₹3,00,000/- on 14.05.2023 and a further sum of ₹3,10,000/- on 20.05.2023 during the execution of the sale agreement, totaling ₹6,10,000/-. The Respondent assured that the project and registration of the plot would be completed within a few months.

4. However, at the time of agreement, the Complainant was informed that the allotted plot was under mortgage and that the mortgage would be released within one month. Upon learning this, the Complainant sought a refund, and the Respondent assured that if the agreed timelines were not met, the entire amount paid would be refunded. The Complainant states that despite continuous follow-ups, the Respondent repeatedly attributed delays to pending government approvals and eventually issued two cheques amounting to ₹6,10,000/- in January 2024 towards refund. Both cheques were dishonoured in March 2024 due to insufficient funds, as reflected in the bank documents.

5. The Complainant submits that more than two years have now elapsed since the initial payments, the Respondent is not responding to calls, and neither registration of the plot nor refund of the amount has been made, causing severe hardship and financial loss.

B. Relief(s) Sought:

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

i. Direct the Respondent/Promoter to refund the total amount paid, i.e. 6,10,000 (Six Lakh Ten Thousand Rupees), along with interest at the rate of 18% per annum from the date of payment until the date of actual refund.

C. Point(s) for Consideration

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

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

D. Observations of the Authority:

8. 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.

Point I

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. It is an admitted and undisputed fact that the Complainant had booked Plot No. 91 in the project "SV Electronic City – 3" and paid a total sum of ₹6,10,000/- (Rupees Six Lakh Ten Thousand only) to the Respondent, comprising ₹3,00,000/- paid on 14.05.2023 and ₹3,10,000/- paid on 20.05.2023.

11. At the time of execution of the Agreement of Sale, the Complainant was informed that the plot stood under an existing mortgage, and the Respondent assured that the said mortgage would be released within one month. The Respondent further assured the Complainant that in the event the agreed timelines were not adhered to, the entire amount paid would be refunded.

12. In furtherance of the said assurance, the Respondent issued two cheques amounting to ₹6,10,000/- in January 2024 towards refund of the amount paid by the Complainant. Both the said cheques were dishonoured in March 2024 for want of sufficient funds, as evidenced by the bank return memos placed on record. The issuance of the said cheques, followed by their dishonour, constitutes a clear and unequivocal acknowledgment by the Respondent of its liability to refund the amount paid by the Complainant.

13. It is also relevant to note that 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 predence to the case of the Complainant, inasmuch as the Respondent could not have lawfully accepted consideration towards the plot in question in the absence of registration of the project with this Authority.

14. The Respondent has neither disputed the aforesaid facts with any credible material nor placed anything on record to show that the amount in question has since been refunded, or that the plot has been duly registered and handed over to the Complainant. More than two years have elapsed since the date of initial payment, and the Complainant continues to be deprived of both the plot and the money paid by him, causing him severe hardship and financial loss

15. Section 18(1) of the RE(R&D) Act, 2016 provides that where a promoter fails to complete or is unable to give possession of a plot in accordance with the terms of the agreement for sale, he shall be liable, on demand from the allottee who wishes to withdraw from the project, to return the amount received by him in respect of that plot, with interest at such rate as may be prescribed, including compensation. In the present case, having regard to the admitted mortgage over the plot, the dishonour of the refund cheques issued by the Respondent, and the finding of this Authority regarding non-registration of the project itself, the

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Complainant is squarely entitled to invoke the said provision and seek refund of the amount paid, together with interest

16. Accordingly, this Authority holds that the Complainant is entitled to refund of ₹6,10,000/- (Rupees Six Lakh Ten Thousand only), along with interest at the rate prescribed under Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017, i.e., 10.85% (the State Bank of India's highest Marginal Cost of Lending Rate (MCLR) 8.85% + 2% per annum), calculated from the respective dates of payment, i.e., 14.05.2023 and 20.05.2023, till the date of actual refund.

17. Point I is answered accordingly.

E. Directions of the Authority

18. In light of the findings recorded above and in exercise of the powers conferred under the Real Estate (Regulation & Development) Act, 2016, this Authority issues the following directions:

i. The Respondent is hereby directed to refund a sum of ₹6,10,000/- (Rupees Six Lakh Ten Thousand only) to the Complainant, along with 10.85% interest (the State Bank of India's highest Marginal Cost of Lending Rate (MCLR) + 2% per annum,) calculated from the respective dates of payment till the date of actual refund, within a period of sixty (60) days from the date of receipt of this order.

19. The complaint is disposed of with these directions. There shall be no order as to costs.

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Sd/-
Sri K. Srinivasa Rao,
Hon'ble Member,
TG RERA

Sd/-
Sri Laxmi Narayana Jannu,
Hon'ble Member,
TG RERA