

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Date: 22nd October 2025

Quorum: **Dr. N. Satyanarayana, IAS (Retd.), Hon'ble Chairperson**
 Sri K. Srinivasa Rao, Hon'ble Member
 Sri Laxmi Narayana Jannu, Hon'ble Member

Complaint No. 64/2025/TG RERA

Miriyala Bhagyalakshmi

*R/o: H. No. 17-1-391/s/396, Singareni Colony
Saidabad, Hyderabad – 500059
Telangana*

....Complainant

And

M/s. Krithika Infra Developers,

Represented through its Authorized M.D/CEO/Directors,

- i. Smt. D. Radha Bukhya,*
- ii. Sri. D. Gopal,*
- iii. Sri. D. Srikanth*
- iv. Sri. D. Shashikanth*

*Office at: Shop No.314, 3rd Floor, H.No. 3-8-106,
LPT Market, Chintalakunta, L.B. Nagar, Ring Road,
Hyderabad, Telangana – 500074.*

...Respondents

Complaint No. 65/2025/TG RERA

Smt. Janaki,

*R/o: H.No. 16-11-741, Flat No. 302,
Lakshmi Kumar RK Heights Apartment,
Moosarambagh, Hyderabad*

....Complainant

And

M/s. Krithika Infra Developers,

Represented through its Authorized M.D/CEO/Directors,

- i. Smt. D. Radha Bukhya,*
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Office at: Shop No.314, 3rd Floor, H.No. 3-8-106,
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Hyderabad, Telangana – 500074.

...Respondents

The above-named Complainants made separate complaints to the Authority based on similar facts and are seeking the same or similar relief against the same Promoter/Respondents in the same project. Therefore, in terms of Regulation 7(9) made under the Real Estate (Regulation & Development) Act, 2016, this Authority clubbed all the complaints filed by the said Complainants together to dispose of them all in this common proceeding.

The present matter filed by the Complainant herein came up for hearing before this Authority in the presence of the Complainant in person, and none appeared on behalf of the Respondents despite service of notice; hence, set ex parte and upon hearing the submissions of the Complainants, this Authority proceeds to pass the following **ORDER:**

3. The present Complaints have 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 reliefs against the Respondents.

A. Brief Facts of the Case:

4. In November 2021, the complainants received calls from a tele-caller representing the Respondent company, M/s. Krithika Infra Developers Pvt. Ltd., informing them about the pre-launch offer of the proposed residential project “Seshadri’s Silver Oak” at Boduppal. It was represented that all requisite approvals from competent authorities would be obtained within two to three months, and that the construction would be completed, and possession of flats would be handed over between December 2022 and maximum by March 2023. The Complainants were further assured that in the event of full payment, the Respondent would execute a Sale Deed for the undivided share of land (U.D.S.) immediately to safeguard the interest of purchasers.

5. Relying on these representations, the Complainants were coordinated by Ms. Supriya, Sales Manager, and made full payments during December 2021 to January 2022, as detailed below:

- Complaint No. 64 of 2025 (Smt. Miriyala Bhagya Lakshmi): Paid a total sum of ₹54,34,000/- (Rupees Fifty-Four Lakhs Thirty-Four Thousand only) between December 2021 and January 2022, being the full price of a flat admeasuring 2470 sq. ft. (Flat No. B-108, G+4 floor), inclusive of registration charges.
- Complaint No. 65 of 2025 (Smt. Miriyala Janaki): Paid a total sum of ₹50,82,000/- (Rupees Fifty Lakhs Eighty-Two Thousand only) during the same period, being the full price of a flat admeasuring 2310 sq. ft. (Flat No. C-110, G+4 floor), inclusive of registration charges.

6. Pursuant to the above payments, the Respondent executed Sale Deeds bearing Document No. 1763/2022 registered at SRO Uppal, conveying 75 square yards of undivided share of land (U.D.S.) to each of the Complainants, in the project land situated in Sy.No. 215, Boduppall Village. In the said document, the name of Smt. Miriyala Bhagya Lakshmi appears at Page 3, Serial No. 7, and the name of Smt. Miriyala Janaki appears at Page 3, Serial No. 6. These sale deeds were executed by virtue of A.G.P.A. No. 431/2022 registered at the same SRO.

7. Subsequently, the Respondent obtained a Development A.G.P.A. bearing Document No. 3201/2022 at SRO Uppal, authorizing the construction of the proposed residential apartment complex. In this document, the names of Smt. Miriyala Bhagya Lakshmi and Smt. Miriyala Janaki are recorded at Page 4, Serial Nos. 20 and 19, respectively, as consenting flat purchasers who had executed the same in favour of the Respondent.

8. The Respondent represented to the Complainants that construction was in progress and that possession would be delivered by December 2022, or at the latest by March 2023. However, subsequently, the Respondent informed the Complainants that the construction permission obtained from HMDA vide Permit No. 009613/BP/HMDA/2100/GHT/2023 was only for Cellar + Ground + First Floor, and that further approvals for additional floors and RERA registration would be sought after completing the cellar and ground work.

9. The Complainants observed that no proper construction was undertaken, that the Respondent failed to furnish any evidence of applications for further permissions, and that the project was being handled in a disorganized and irregular manner. When questioned, the Respondents began evading the Complainants' calls, postponing the matter, and at times speaking in an offensive or dismissive manner.

10. From January 2023, the Complainants repeatedly sought refund of their amounts, which the Respondents kept deferring on one pretext or another. Despite continuous follow-ups, the refund was not made. Finding no progress, both Complainants submitted formal Flat Cancellation and Refund Request Letters in August 2023, seeking refund of the full amounts paid. However, even thereafter, no refund was made, and the Respondent's office has remained closed for the past few months.

11. It is further submitted by Complainant in Complaint No. 64 of 2025, that after repeated demands, the Respondents made only partial repayments aggregating ₹ 31,00,000/- between August 2023 and March 2024 and have failed to refund the balance ₹ 23,34,000/-. The said information has been provided by the Complainant in Complaint No. 64 of 2025 as follows:

Complaint No. 64 of 2025 – Details of Payments and Refunds (Smt. Miriyala Bhagya Lakshmi)

Amounts Paid to the Respondent:

Sl. No.	Date / Receipt / Mode	Amount (₹)	Remarks
1	Receipt No. 278 dated 13-12-2021 – Cheque No. 914062, SBI Saraswathinagar (Cleared 14-12-2021)	1,00,000	Cheque
2	Receipt No. 336 dated 16-12-2021 – Cheque No. 914064, SBI Saraswathinagar (Cleared 18-12-2021)	4,00,000	Cheque
3	Receipt No. 486 dated 03-01-2022 – Cash	15,00,000	Cash
4	Receipt No. 514 dated 07-01-2022 – Cheque No. 914061, SBI Saraswathinagar (Cleared 10-01-2022)	15,00,000	Cheque
5	Receipt No. 556 dated 20-01-2022 – Cheque No. 914066, SBI Saraswathinagar (Cleared 21-01-2022)	2,47,000	Cheque
6	Receipt No. 564 dated 24-01-2022 – Cheque No. 914067, SBI Saraswathinagar (Cleared 28-01-2022)	8,00,000	Cheque

7	Receipt No. 565 dated 24-01-2022 – Cheque No. 914068, SBI Saraswathinagar (Cleared 28-01-2022)	8,87,000	Cheque
	Total Paid as on 24.01.2022	Rs. 54,34,000/-	

Refunds Received (Partial) and Balance Pending:

Date	Refund Amount (₹)	Balance (₹)
25-08-2023	4,00,000	50,34,000
26-08-2023	2,00,000	48,34,000
07-12-2023	5,00,000	43,34,000
11-12-2023	5,00,000	38,34,000
31-12-2023	9,00,000	29,34,000
07-01-2024	3,00,000	26,34,000
27-03-2024	3,00,000	23,34,000

Total Amount: ₹54,34,000/-

Total Refund Received: ₹31,00,000/-

Balance Pending: ₹23,34,000/-

12. The Complainant in Complaint No. 64 of 2025, states that xerox copies of refund receipts were misplaced during a house shifting, and that the Respondent has refused to furnish duplicates despite repeated requests. The Complainant in this case thus seeks refund of the balance ₹23,34,000/-, along with interest @ 18% per annum till the date of realization, and compensation for loss and mental agony.

13. The Complainant in Complaint No. 65 of 2025, has stated that no refund has been made to date, and thus seeks refund of the entire ₹50,82,000/-, along with interest @ 18% per annum till realization and suitable compensation for the loss, hardship, and mental agony suffered. The said information has been provided by the Complainant in Complaint No. 65 of 2025 as follows:

Complaint No. 65 of 2025 – Details of Payments (Smt. Miriyala Janaki):

Sl. No.	Date / Receipt / Mode	Amount (₹)	Remarks
1	Cheque No. 914063, SBI Saraswathinagar, dated 13-12-2021	1,00,000	Cheque
2	Cheque No. 734157, SBI High Court Branch, dated 05-01-2022 (Cleared 07-01-2022 – AXS Krithika Infra Developers)	25,00,000	Cheque
3	Cheque No. 734162, SBI High Court Branch, dated 19-01-2022 (Cleared 21-01-2022 – AXS Krithika Infra Developers)	24,82,000	Cheque
Total Paid		₹50,82,000/-	

B. Reliefs Sought

14. In light of the aforementioned facts, the Complainant has prayed for the following relief before the Authority:

- I. Instruct the Respondents to refund back the total paid amounts which is paid towards flat cost along with the registration charges with appropriate rate of interest of 18% per annum with a suitable valid compensation for causing mental agony and loss.*

C. Observations of the Authority

15. Upon perusal of the pleadings, documents, and material on record, it is observed that the Complainants have admittedly executed and registered Sale Deed bearing Document No. 1763/2022 dated 29.01.2022 at SRO, Uppal, whereby the Respondent conveyed an undivided share of open land admeasuring 950 square yards, forming part of the total extent of 4635 square yards in Sy. No. 215, Boduppal Village, Medipally Mandal, Medchal–Malkajgiri District, in favour of twenty purchasers, including the present Complainants. Each Complainant thus holds ownership over 75 square yards representing his/her respective undivided share (U.D.S.) in the land proposed for development of the project.

16. It is pertinent to note that the registered Sale Deed continues to be valid and subsisting and have neither been challenged nor cancelled before any forum. The Complainants, therefore,

continue to hold and enjoy ownership rights over their respective undivided shares as per the registered conveyance document placed on record. It is further noted that the Complainants have neither sought any relief in the present complaints for cancellation of the aforesaid registered Sale Deed nor have they made any submission to that effect. The only relief sought is refund of the amounts paid towards the proposed units.

17. Having derived and retained ownership under a duly executed and registered instrument, the Complainants cannot simultaneously seek refund of the entire sale consideration while continuing to assert ownership over the said undivided share of land in the concerned project.

18. In Complaint No. 64 of 2025, it is noted that the Complainant has acknowledged receipt of a partial refund of ₹31,00,000/- from the Respondent, leaving a balance of ₹23,34,000/-. However, the Authority has not been furnished with any clarity as to the terms of such partial refund, the mutual understanding between the parties, or whether the same was in lieu of any relinquishment of rights in the said U.D.S.

19. Further, there is no material on record indicating the value or consideration attributable specifically to the U.D.S. conveyed to each Complainant. The complaints do not disclose what portion of the total amount paid pertains to the value of the U.D.S., nor do they indicate willingness to surrender the said rights while seeking refund. In the absence of such particulars, this Authority is unable to ascertain the precise quantum of any refundable amount, if at all. Consequently, the claim for refund, as made, remains indeterminate and legally unsustainable in its present form.

20. Accordingly, these complaints, being devoid of merit and not maintainable in their present form, are dismissed.

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

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

Sd/-
Dr. N. Satyanarayana, IAS(Retd.),
Hon'ble Chairperson
TG RERA