

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

Complaint No. 123 of 2026

20th February 2026

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

B. Prabhakar Rao

*S/o Late Sri. Mallaiah, Aged: 62 years,
R/o H. No. 11-10-753,
Raparty Nagar, Khammam-507001*

...Complainant

Versus

1. M/s. Telangana Rajiv Swagruha Corporation Limited

*Rep. by its Vice Chairman & Managing Director Sri. V.P. Goutham,
H.No.3-6-184, 1 Floor, TGHCL Building,
Street No. 17, Himayathnagar, Hyderabad-500029*

2. M/s. Mahanandi Builders

*Rep by its proprietor Eppa Suvarna
H.No.9-153V, Lertage Gayatri Nagar,
Meerpet, Saroornagar,
Ranga Reddy District-500097*

3. The Sub-Registrar, Telangana Registrations and Stamps Department, Narapally

*Office at Narapally, Peerjadiguda,
Medchal Malkajgiri District-500 039*

...Respondents

The present matter filed by the Complainant herein, came up for hearing on 20.02.2026 before this Authority. Mr. Hari Prasad Podila, learned Counsel for the Complainant, and Mr. K. Madhusudhan Reddy, learned Counsel for Respondent No. 1, were present. Respondent Nos. 2 and 3 remained absent. Upon hearing the arguments, this Authority passes the following **INTERIM ORDER:**

2. The present Complaint has been filed under Section 31 of the Real Estate (Regulation and 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") alleging that the Respondent No.1 has violated the provisions of the Real Estate (Regulation and Development) Act, 2016. During the course of hearing, the learned counsel of Complainant prayed before this Authority to pass the following interim orders reiterating

the averments set out in the Complaint, contending that urgent interim orders/protect is warranted in view of the proposed sale of subject property by way of lottery, scheduled to be conducted on 25.02.2026.

- a) *“To restrain the Respondent No.1 from proceeding with sale of schedule properties to third parties pending consideration of main complaint and I.A. No. 12 of 2026. in the interest of justice.”*

3. The Complainant has averred, in paragraphs 3 to 6 of the main Complaint, that he had agreed to purchase five unfinished flats bearing Nos. 104, 311, 401, 505 and 601 in Tower A02, Sadbhavana Township, Pocharam, Ghatkesar, Medchal - Malkajgiri District, and had entered into an Agreement of Sale with Respondent No. 2. It is stated that, on the information furnished by Respondent No. 1, the Complainant approached Respondent No. 2 and entered into said agreement to purchase the aforesaid flats at a total sale consideration calculated at Rs. 1,650/- per sq. ft. for 1,470 sq. ft. per flat, amounting to Rs. 24,25,500/- per flat, payable to Respondent No. 1, aggregating to Rs. 97,02,000/- for four flats together, with a balance amount of Rs. 2,98,000/-. The Complainant asserts that he paid a total sum of Rs. 1,00,00,000/- (Rupees One Crore only) through bank cheques to Respondent No. 1 towards the full sale consideration of Flat Nos. 104, 311, 401 and 505, and part sale consideration of Flat No. 601.

4. Additionally, it contended that, notwithstanding receipt of the said amount, Respondent No. 1 has failed and neglected to execute and register the sale deeds in favour of the Complainant, and has also not issued a “No Objection Certificate” nor furnished the RERA Registration Certificate, thereby disabling the Complainant from availing a bank loan for payment of the balance consideration in respect of Flat No. 601. The Complainant alleges that Respondent No. 1 has been deliberately prolonging the matter and subjecting him to harassment.

5. When the matter was taken up on 20.02.2026, the learned Counsel appearing for the Complainant reiterated the averments made in the Complaint and submitted that immediate interim protection is necessitated in view of the proposed sale of the schedule property by Respondent No. 1 on 25.02.2026 by way of lottery.

6. The learned counsel appearing for Respondent No. 1, Respondents No. 2 & 3 having been remained absent, submitted that the Complainant, Respondent No.2 herein and one M/s Brundavam Projects had already approached the Hon'ble High Court of Telangana by filing Writ Petition Nos. 28502 of 2025, 28982 of 2025, and 33046 of 2025, respectively, challenging the auction/allotment proceedings relating to Tower A02 and connected matters, and that all the said Writ Petitions were dismissed by the Hon'ble High Court of Telangana.

7. He further submitted that, he would place on record a memo along with copies of the orders passed by the Hon'ble High Court of Telangana in the aforesaid Writ Petitions, upon obtaining instructions from Respondent No. 1. Pursuant thereto, Respondent No. 1 has filed a detailed memo enclosing the certified copies of the orders passed by the Hon'ble High Court of Telangana in the said three Writ Petitions.

8. A perusal of the memo filed by the learned Counsel for Respondent No. 1 discloses that the unfinished Tower A02 was allotted to Respondent No. 2 vide Allotment-cum-Confirmation Letter dated 25.04.2023 on an "as is where is" basis, for a total consideration of approximately Rs. 29,51,00,000/-, subject to strict terms and conditions. It is stated therein that ownership rights were to accrue to Respondent No. 2 only upon full payment of the sale consideration; that failure to adhere to the stipulated payment schedule would entail cancellation and forfeiture; that the tower was sold as a single unit comprising 120 unfinished flats; and that the responsibility for obtaining all statutory approvals, including RERA registration, Fire NOC, and Occupancy Certificate, as well as completion of internal and external infrastructure, rested exclusively with the bidder/allottee/Respondent No. 2.

9. It is further stated in the memo that Respondent No. 2 failed to adhere to the stipulated payment schedule from the very inception, including a delay of approximately 173 days in remittance of the first instalment. It is averred that, notwithstanding the grant of multiple extensions and revised payment schedules in good faith, Respondent No. 2 did not comply with its contractual obligations. Consequently, the Respondent No. 1 cancelled the allotment vide proceedings dated 21.01.2025, strictly in terms of the conditions of allotment and after following the principles of natural justice, and forfeited the amounts paid by Respondent No. 2. It is the categorical stand of Respondent No. 1 that Respondent No. 2 never acquired any ownership or transferable rights in respect of the subject property.

10. Moreover, the Respondent No. 1 has further taken a specific stand that there exists no privity of contract between the Complainant and Respondent No. 1, and that any alleged agreements or transactions entered into by the Complainant were solely with the Respondent No. 2, undertaken at the Complainant's own risk, and without the knowledge, authorization, or consent of Respondent No. 1. It is also contended that the Respondent No. 1, being a Government undertaking entrusted with the disposal of public assets, cannot be compelled to recognize any unauthorized third-party transactions entered into by Respondent No. 2, nor can it be directed to transfer the subject property in the absence of receipt of the full sale consideration in accordance with the terms of allotment.

11. A perusal of the orders passed by the Hon'ble High Court in Writ Petition No. 28502 of 2025, filed by the Complainant herein along with others as petitioners therein against Respondent No. 1 herein and another Respondent arrayed therein as Respondents discloses that the said Writ Petition was dismissed by the Hon'ble High Court of Telangana, elaborately discussing all the aspects of the matter and the request to restrain the auction of the subject property in Tower No. A02 was declined, with the following observations:

"9. Since Respondent No.2 failed to discharge the primary obligation to pay the full tower consideration, no right, accrues to any third title or interest -statutory or contractual party. Petitioners, therefore, cannot rely on their voluntary deposits to claim locus or seek writ relief against the Corporation. Further, any advertisements issued, promises made, or agreements entered by Respondent No.2 with petitioners were entirely private arrangements for which the Corporation bears no responsibility. The allotment letter expressly made Respondent No.2 solely liable to complete the construction and to discharge the entire tower consideration before any registration of individual flats could occur. Petitioner's reliance on such private transactions cannot create any contractual or statutory obligation against Respondent Corporation whose role was confined to the original allotment and enforcement of its terms."

"10. The other aspect, which has to be seen is issuance of NOC directly to individual purchasers of Respondent No.2 would create serious complications. Respondent No.1 issued NOC in respect of Tower A04 to the original allottee namely The Telangana Public Sector Employees Mutually Aided Cooperative Housing Society. In this case, Respondent No.2 failed to meet contractual obligations, hence, petitioners' comparison with TGPSEMA tower A04 transaction is therefore, misplaced and does not give rise to any claim of unequal treatment or discrimination and claims of preferential treatment under Article 14 cannot be sustained."

"11. Further, consequent upon cancellation of allotment on 21.01.2025, Respondent No.1 issued a fresh notification dated 10.09.2025 for auction of tower A02 after expiry of the statutory waiting period; wide publicity has been given to the proposed auction through print and other media and substantial

expenditure has already been incurred towards notification and advertisement. If the auction is now restrained or delayed, it would cause irreparable financial loss and serious prejudice to Respondent No.1 and diminish the value of the property.”

12. It is pertinent to note that, for reasons best known to him, the Complainant has not disclosed in the present proceedings that he had earlier filed Writ Petition No. 28502 of 2025, along with others, before the Hon’ble High Court of Telangana, challenging the earlier auction proceedings in respect of the subject property, and that the said Writ Petition was dismissed by the Hon’ble High Court, which declined to grant any relief restraining the auction. The non-disclosure of the said material fact prima facie indicates suppression of earlier proceedings, and the present Complaint along with I.A. No. 12 of 2026 appears to have been instituted without placing the said facts before this Authority.

13. The principal interim relief sought by the Complainant, as detailed in paragraph 6(a) above, in the present Complaint, is to restrain Respondent No. 1 from proceeding further with the sale of the subject property by way of auction to third parties pending adjudication of the main Complaint. The nature and substance of the interim relief so prayed for are substantially identical to the relief sought by the Complainant in the Writ Petition filed before the Hon’ble High Court in respect of earlier auction proceedings. In view thereof, it is evident that the Complainant has not disclosed the material facts relating to the earlier proceedings and has failed to approach this Authority with clean hands, having omitted to place on record the true and relevant facts in the present Complaint.

14. A perusal of the Allotment-cum-Confirmation Letter dated 25.04.2023 issued by Respondent No. 1 to Respondent No. 2, which has been filed along with the present Complaint, reveals that the unfinished Tower A02 was allotted to Respondent No. 2 on an “as is where is” basis for a total consideration of Rs. 29,50,00,000/-, subject to the terms and conditions stipulated therein, and that ownership of the allotted tower was to accrue only upon full payment of the entire sale consideration. As contended by the learned Counsel for Respondent No. 1 in the memo filed before this Authority, and as also observed by the Hon’ble High Court of Telangana in paragraphs 9 and 11 of the orders referred to above, Respondent No. 2 failed to discharge its primary obligation to remit the full consideration amount, and consequently, Respondent No. 1 cancelled the allotment vide proceedings dated 21.01.2025. In view thereof, Respondent No. 2 never acquired any ownership or transferable

rights in respect of the subject property in Tower A02, having failed to comply with the essential condition of payment of full consideration.

15. It is further evident that the said Allotment Letter does not authorize Respondent No. 2 to collect or route sale consideration amounts from third parties into the account of Respondent No. 1 pursuant to any independent agreements entered into by Respondent No. 2. In such circumstances, any agreements or transactions entered into by Respondent No. 2 with the Complainant or other third parties were undertaken at its own risk, without the authority or consent of Respondent No. 1. Consequently, no right, title, or interest - statutory or contractual could have accrued to the Complainant or any third party on the basis of such transactions. Therefore, as observed by the Hon'ble High Court in paragraph 9 of the order referred to hereinabove, the Complainant cannot rely upon voluntary deposits made into the account of Respondent No. 1 to assert locus standi or to seek the interim relief as prayed for in the present proceedings.

16. For the reasons enumerated hereinabove, this Authority is of the considered view that the Complainant, having approached this Authority without full and candid disclosure of material facts and having suppressed the earlier proceedings, and orders of the Hon'ble High Court has failed to establish a prima facie case or to demonstrate that the balance of convenience lies in his favour for grant of the interim relief sought pending disposal of the main Complaint.

17. Accordingly, the interim relief prayed for in the complaint stands considered and is hereby rejected.

18. Matter listed for further hearing on 24.03.2026.

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

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