9BEFORE THE ADJUDICATING OFFICER,
TELANGANA REAL ESTATE REGULATORY AUTHORITY,
HYDERABAD.

Dated, this, the 15th day of OCTOBER, 2026.

Present:- Sri M.Rajamouli Sharma,
Adjudicating Officer.

C.C.P.No.07 of 2025/TG RERA

Between:

Sri Allamneni Moni Chandra.

…Complainant.

and

1) M/s.Surabhi Estates Pvt.Ltd., rep., by its Authorised Signatory Sri S.E.Srinivas, O/o Unit 20-21, 1st Floor, Minerva Complex, Sarojini Devi Road, Kalasiguda, Secunderabad.
2) Sri S.E.Srinivas, Occ: Managing Director of M/s. Surabhi Estates Pvt.Ltd., R/o Sy.No.292, H.No.4-222/1, Ram Reddy Nagar, IDA Jeedimetla, Phase-V, Hyderabad.

… Respondents.

This complaint came up before me for final hearing on 30.09.2026 in the presence of M/s.S.Vijay Kumar, Counsel for the complainant and of Sri B.Vishnu Rao, Counsel for the respondent, upon perusing the material available on record and having heard both sides and having stood over for consideration till this day, the following order is passed:

O R D E R

The complainant filed this complaint under Section 31 read with Section 71 of the Real Estate (Regulation and Development) Act, 2016 (for short *"the Act")* against the respondent claiming compensation of Rs.25,00,000/- of which, break up is given as under:

(1) Rs.15,00,000/- towards mental agony;

(2) Rs.5,00,000/- towards typing, stationary, travelling, clerical and miscellaneous expenses;

(3) Rs.5,00,000/- towards Advocate fee.

2. Brief averments of the complaint are as follows:

2(a). The Respondent No.1 is a private limited Company of which Respondent No.2 is Director and they are engaged in real estate business. The Respondents through deceitful means, collected substantial amounts from public including the complainant by entering into agreements of sale for sale of Villas in their Project. The complainant had entered into an Agreement of Sale dt.06.01.2020 with the respondents for purchase of Villa No.20 in Phase-1 in Surabhi's Signature Villas, Osman Nagar, R.C.Puram Mandal, which is a duplex Villa for a total sale consideration of Rs.1,30,00,000/- (Rs.One Crore and Thirty Lakhs only) and paid Rs.1,00,00,000/-(Rs.One Crore only). After entering into Agreement of Sale the complainant came to know that this Project was not approved by TS RERA and the respondent should not have entered into agreement of sale with the complainant.

2(b). The Respondents approached the complainant stating that they are going to have Phase-II of the Project where he will be given a bigger Villa and compelled him to change his allotment from Phase-I to Phase-II. Even for Phase-II Project also, there is no TG RERA approval and the respondents without disclosing the said fact, started marketing and selling Villas in Phase-II Project. Later, the respondents disclosed that they do not have necessary permissions and are in the process of getting the same and

permissions are getting delayed and therefore, Phase-II of the Project could not be taken up and assured the complainant that the money paid by him would be returned with interest. After several efforts made by the complainant, the respondents agreed to pay Rs.69,00,000/- (Rs.Sixty Nine Lakhs only) in addition to the amounts already paid by him and accordingly entered into a Memorandum of Understanding and issued the following cheques:

Sl.No.	Date	Cheque No.	Amount (in Rs.)
1	04.01.2023	187637	Rs.25,00,000-00
2	20.02.2023	191151	Rs.25,00,000-00
3	15.03.2023	191152	Rs.25,00,000-00
4	31.03.2023	191153	Rs.25,00,000-00
5	15.04.2023	191154	Rs.34,00,000-00
6	30.04.2023	191157	Rs.35,00,000-00

2(c). All the above cheques were drawn on Andhra Pradesh Janata Co-Operative Urban Bank Ltd., Secunderabad Branch. On presentation of Cheque No.191153 dt.31.03.2023 for Rs25,00,000/- in his ICICI Bank, Serilingampally Branch, Hyderabad, the same was returned unpaid as "*funds insufficient*". It was conveyed to the Respondent No.2 and he requested the complainant to present the other cheques and assured to pay the amount of dishonoured cheque within a short period. As per the assurance of the Respondent No.2, the complainant presented the remaining Cheques bearing No.191154 dt.15.04.2023 for Rs.34,00,000/-

and Cheque bearing No.191157 dt.30.04.2023 for Rs.35,00,000/- in his Kotak Mahindra Bank, Gachibowli Branch, Hyderabad and both the said cheques were returned un paid for want of sufficient funds. It was communicated to the Respondent No.2, but he did not respond. Hence, the complainant got issued a legal notice to the respondents and on receiving notice, the respondent No.2 approached him to settle the matter amicably and requested the complainant to return the said three (3) cheques and issued three more Cheques, viz, (i) Cheque bearing No.949370 dt.05.09.2023 for Rs.5,00,000/-; (ii) Cheque No.949371, dt.15.10.2023 for Rs.34,00,000/- and (iii) Cheque bearing No.949373, dt.15.10.2023 for Rs.35,00,000/- drawn on State Bank of India, Vikrampuri Branch and assured the complainant that the Cheques will be honoured. As per the assurance given by the Respondent No.2, the complainant presented the said three (3) cheques and the same were returned unpaid for want of sufficient funds. As per the guidelines of RERA and HMDA, the respondents should not enter into such fake and fraudulent agreements. The permissions were issued later by HMDA and RERA with several terms and conditions. Thus, the respondents played fraud on him and on several such innocent buyers and collected huge amounts and cheated all them including the complainant.

2(d). The complainant requested concerned authorities to cancel the permission given to the respondents and to take criminal actions against them for fraud, cheating and for duping the public. The respondents collected substantial amounts from the complainant and other home buyers

without adhering to the requirements of the RERA Act including the timely delivery of the Project. After failing to secure necessary approvals, the respondents agreed to refund the amount with interest and executed Memorandum of Understanding and issued cheques which were dishonoured due to insufficient funds. This repeated acts of issuing dishonoured cheques constitutes further deceit and fraudulent intention violating the provisions of Section 18 of the Act. The complainant reserves his right to pursue other remedies available under both civil and criminal law including u/s 138 of the Negotiable Instruments Act and this complaint is filed claiming compensation.

3(a). On service of notices, the Respondent No.2 filed reply on his behalf and on behalf of the Respondent No.1, denying all the material averments made in the complaint and admitting that the complainant has entered into an Agreement of Sale dt.06.01.2020 for purchase of Villa No.20 in Phase-I of a residential Villa Project, viz., "**Surabhi's Signature Villas**" for which the plan approvals were obtained from HMDA vide Proceedings No.102839/LO/plg/HMDA/2013, dt.29.06.2015 which is prior to enactment of the Real Estate (Regulation and Development) Act, 2016. The Rules of Telangana RERA are applicable to real estate projects only to those permissions were approved on or after 01.01.2017 and the complainant filed this frivolous complaint against the respondents. The Memorandum of Understanding dt.22.01.2020 clearly reveals that the complainant had approached the respondents and requested to cancel the Agreement of Sale, which was executed just two (2) weeks before and entered into a MoU for a

bigger Villa in Phase-II of the Project, wherein the complainant admitted that he knew the fact that the respondents were in process of obtaining permission and requested him to change his allotment from Phase-I to Phase-II for a bigger Villa and to shift payment to Phase-II by cancelling the Agreement of Sale for Phase-I.

3(b). The respondents have obtained necessary permissions from the Real Estate Regulatory Authority for Phase-II. The complainant had withdrawn from the Project for personal reasons and forced the respondents to pay back an amount of Rs.1,69,00,000/- and got issued a legal notice dt.27.03.2024. The complainant admitted that he received the entire amount except Rs.35,00,000/- and the reasons for non-payment of the said amounts was mentioned in the reply notice. On the request of the complainant, allotment was changed from Phase-I to Phase-II by agreeing the terms and conditions. The Memorandum of Understanding Dt.04.01.2023 clearly reveals that the complainant had withdrawn from purchasing the Villa for his personal reasons and claimed entire sale consideration of Rs.1,69,00,000/- and hence, the complainant is not an allottee under the provisions of the Act and he cannot claim any compensation. The complaint of complainant be dismissed by imposing penalty for wasting valuable time of this Authority and for giving mental agony, unnecessary litigation and expenses to the respondents. Finally, the respondents prayed to award compensation of Rs.20,00,000/- towards mental agony; Rs.5,00,000/- towards typing, stationary, travelling, clerical and other miscellaneous expenses and; Rs.4,00,000/- towards Advocate fee.

4. No oral evidence was adduced by both parties. However, the complainant got marked the documents as Exs.A1 to A8 with consent of the respondent and the respondent did not mark any document.

5. Heard both sides.

6. **Now the Points for consideration are** :

i) **Whether the complainant is entitled to the compensation amount as claimed for?**

ii) **To what relief?**

7. POINT No.1:

As could be seen from the pleadings of both the parties, the admitted facts are that the complainant had entered into Ex.A1 Agreement of Sale dt.06.01.2020 with the respondents for purchase of Villa No.20 in Phase-I of Surabhi's Signature Villas, Osman Nagar, R.C.Puram Mandal, which is a duplex Villa with 2051.72 Sq.ft of area for a total sale consideration of Rs.1,30,00,000/- (Rs.One Crore and Thirty Lakhs only) and paid Rs.1,00,00,000/- (Rs.One Crore only) by the date of agreement. Further, the complainant entered into Ex.A2 Memorandum of Understanding dt.22.01.2020 with the respondents requesting to change their allotment of Villa from Phase-I to Phase-II.

It is also an admitted fact that on 04.01.2023, the respondents entered into Ex.A3 Memorandum of Understanding with the complainant stating that obtaining of necessary permissions for Phase-II Project is getting delayed and both parties came to an understanding, whereunder the

respondents agreed to refund an amount of Rs.1,00,00,000/- received from the complainant under Ex.A-1 Agreement of Sale and to pay Rs.69,00,000/- (Rs.Sixty Nine Lakhs only) extra to the complainant and issued four (4) cheques for an amount of Rs.25,00,000/- (Rs.Twenty Five Lakhs only) each and two (2) other Cheques, one for Rs.34,00,000/- (Rupees Thirty Four Lakhs only) and another for Rs.35,00,000/- (Rupees Thirty Five Lakhs only), making a total of Rs.1,69,00,000/- (Rs.One Crore and Sixty Nine Lakhs only).

8. The dispute is with regard to payment of said amount of Rs.1,69,00,000/- (Rs.One Crore and Sixty Nine Lakhs only) by the respondents to the complainant.

9. It is submitted on behalf of the complainant that the above stated six (6) Cheques were drawn on A.P.Janata Co-operative Urban Bank Ltd., Secunderabad Branch and requested the complainant to present the said Cheques for realization of funds and on its presentation, Cheque bearing No.191153, dt.31.03.2023 for Rs.25,00,000/- (Rs.Twenty Five Lakhs only); Cheque bearing No.191154, dt.15.04.2023 for Rs.34,00,000/- (Rupees Thirty Four Lakhs only) and Cheque bearing No.191157, dt.30.04.2023 for Rs.35,00,000/- (Rupees Thirty Five Lakhs only) were returned unpaid as "*funds insufficient*".

10. It is further submitted that when the same was brought to the notice of the respondents, the respondents issued three (3) more Cheques, i.e., one for an amount of Rs.5,00,000/- (Rs.Five Lakhs only); another for

Rs.34,00,000/- (Rupees Thirty Four Lakhs only) and other for Rs.35,00,000/- (Rupees Thirty Five Lakhs only) drawn on State Bank of India, Vikrampuri Branch and on its presentation in the Bank for realization, those cheques were also dishonoured. It is further submitted that when the same was brought to the notice of the respondents, the respondents issued fresh cheques for said amounts and the same were also dishonoured and the respondents became due an amount of Rs.35,00,000/- (Rs.Thirty Five Lakhs only) and demanding for payment of the same, legal notices under Exs.A4 and A5 were issued and the respondents issued reply under Ex.A6 with false allegations, therefore, the complainant was forced to file a complaint in Form-"M" before the Telangana Real Estate Regulatory Authority claiming an amount of Rs.35,00,000/- (Rupees Thirty Five Lakhs only) and the said complaint is allowed.

11. It is further submitted that this complaint is filed against the respondents for recovery of Rs.25,00,000/- (Rupees Twenty Five Lakhs only) towards mental agony suffered by the complainant on their failure to pay the amounts as agreed under Ex.A3 by the respondents and also towards miscellaneous expenses and legal expenses.

12. It is submitted on behalf of the respondents, that the complainant agreed to purchase a Villa in Phase-I of their Project, entered into Ex.A1 Agreement of Sale and paid Rs.1,00,00,000/- (Rupees One Crore only) agreeing to pay the balance amount of Rs.30,00,000/- (Rupees Thirty Lakhs only) before December, 2022. It is further submitted that within two (2) weeks from the date of Ex.A1 Agreement of Sale, the complainant

approached the respondents stating that he came to know that the respondents are proposing to start Phase-II Project for construction of Villas with bigger land area and are in the process of obtaining necessary permissions from the concerned Authorities, requested the respondents to change his purchase of Villa from Phase-I to Phase-II and executed Ex.A2 memorandum of understanding.

13. It is further submitted that as the process of getting necessary permissions and approvals are delayed, the same was informed to the complainant and the complainant requested the respondents to cancel the agreement and refund the amount paid by him together with interest. Accordingly after deliberations, the respondents agreed to pay Rs.69,00,000/- (Rs.Sixty Nine Lakhs only) in excess of the amount paid by the complainant, i.e., total Rs.1,69,00,000/- and issued six (6) Cheques with different dates and for different amounts drawn on A.P.Janata Co-operative Urban Bank Ltd., Secunderabad Branch.

14. It is further submitted that a Cheque bearing No.187637, dt.04.01.2023 for Rs.25,00,000/- (Rs.Twenty Five Lakhs only) was cleared on 06.01.2023; another Cheque bearing No.191151, dt.20.02.2023 for Rs.25,00,000/- (Rs.Twenty Five Lakhs only) was cleared on 28.02.2023 and another Cheque bearing No.191152, dt.15.03.2023 for Rs.25,00,000/- (Rupees Twenty Five Lakhs only) was cleared on 23.05.2023.

15. It is further submitted that the Cheque bearing No.191153, dt.31.03.2023 for Rs.25,00,000/- (Rupees Twenty Five Lakhs only) was

dishonoured and in view of the same, the respondent paid an amount of Rs.20,00,000/- (Rupees Twenty Lakhs only) by way of a Demand Draft on 14.08.2023 and Rs.5,00,000/- (Rs.Five Lakhs only) by way of Cheque, which was cleared on 03.02.2024.

16. It is further submitted that the Cheque bearing No.191154, dt.15.04.2023 for an amount of Rs.34,00,000/- (Rupees Thirty Four Lakhs only) was also dishonoured and the respondents paid an amount of Rs.25,00,000/- (Rs.Twenty Five Lakhs only) by way of Demand Draft and balance amount of Rs.9,00,000/- (Rs.Nine Lakhs only) was paid by way of cash. It is further submitted that the respondents are liable to pay only an amount of Rs.35,00,000/- (Rs.Thirty Five Lakhs only), for which the complainant filed Form-"M" complaint before the Telangana Real Estate Regulatory Authority and the same was allowed. Therefore, the complainant is not entitled for any compensation in this complaint.

17. As could be seen from clause 2 of Ex.A-1 Agreement of Sale, the balance amount of Rs.30,00,000/- (Rs.Thirty Lakhs only) to be paid before December, 2022, i.e., approximately within two (2) years from the date of Ex.A1 Agreement of Sale. As per clause 5 of Ex.A1 Agreement of Sale failing to pay the amount within time, the agreement is automatically cancelled and as per clause 7 of Ex.A1 Agreement of Sale, amount of Rs.1,00,00,000/- (Rs.One Crore only) paid by the complainant to respondents, stands forfeited. As per clause 12 of Ex.A1 Agreement of Sale, handing over possession of Villa shall be June, 2020 and period of six months has given as grace period, i.e., till December, 2020, i.e., approximately one year from

the date of Agreement of Sale. But, within two (2) weeks from the date of Ex.A1, the complainant entered into Ex.A2 Memorandum of Understanding with respondents. As seen from Ex.A2 that at the request of the complainant, the respondents changed Villa agreed to be purchased by complainant from Phase-I to Phase-II which is bigger in area and cancelled the Agreement under Ex.A1.

18. It is also stated in Ex.A2 that a fresh Agreement of Sale will be executed in favour of complainant after obtaining necessary permissions and approvals from the concerned Authorities. Ex.A3 Memorandum of Understanding executed by both parties would reveal that as the necessary permissions and approvals from the concerned Authorities are getting delayed, the respondents informed the complainant that one of the purchaser of a Villa in the on-going Project is a defaulter and he expressed his desire to cancel the agreement and the complainant agreed for allotment of the same if cancellation occurs, otherwise, the respondents shall pay Rs.69,00,000/- (Rs.Sixty Nine Lakhs only) in addition to the amounts already paid by the complainant and issued four cheques, each one for Rs.25,00,000/-; another Cheque for Rs.34,00,000/- and other Cheque for Rs.35,00,000/- stating that all these amounts shall be paid before 30.04.2023.

19. As per Exs.A4 and A5 legal notices got issued by the complainant to the respondents and reply notice Ex.A6 got issued by the respondents, Cheque bearing No.187637, dt.04.01.2023 for Rs.25,00,000/- (Rs.Twenty Five Lakhs only) was cleared on 06.01.2023; Cheque bearing No.191151,

dt.20.02.2023 for Rs.25,00,000/- (Rs.Twenty Five Lakhs only) was cleared on 28.02.2023; and Cheque bearing No.191152, dt.15.03.2023 for Rs.25,00,000/- (Rupees Twenty Five Lakhs only) was cleared on 23.05.2023, i.e. This cheque was cleared after 23 days of the agreed date. Out of an amount of Rs.25,00,000/- under Cheque bearing No.191153, dt.31.03.2023, an amount of Rs.20,00,000/- (Rupees Twenty Lakhs only) was paid by way of a Demand Draft on 14.08.2023 and for Rs.5,00,000/- (Rs.Five Lakhs only) Cheque was issued and it was cleared on 03.02.2024, i.e., after the date of period agreed for payment. Out of an amount of Rs.34,00,000/- (Rs.Thirty Four Lakhs only) under Cheque bearing No.191154, dt.15.04.2023, the respondents paid Rs.25,00,000/- (Rs.Twenty Five Lakhs only) by way of Demand Draft dated 12.12.2023 and balance amount of Rs.9,00,000/- (Rs.Nine Lakhs only) was paid by way of cash on the same day. Another Cheque for an amount of Rs.35,00,000/- (Rs.Thirty Five Lakhs only) issued was not cleared.

20. Admittedly, the respondents did not pay Rs.1,69,00,000/- (Rs. One Crore and Sixty Nine Lakhs only) to the complainant as agreed under Ex.A3 Memorandum of Understanding before 30.04.2023, except Rs.50,00,000/- (Rs.Fifty Lakhs only). Payment of Rs.84,00,000/- (Rs.Eighty Four Lakhs only) was made much later to the agreed date for payment. Admittedly, as the respondents failed to pay an amount of Rs.35,00,000/- (Rs.Thirty Five Lakhs only) as agreed under Ex.A3, the complainant filed Form-“M” complaint before the Telangana Real Estate Regulatory Authority and the same is stated to have been allowed. The complainant having entered into

an Agreement for Sale with the respondents for purchase of a Villa in Phase.I of their Project for a total sale consideration of Rs.1,30,00,000/- (Rs.One Crore and Thirty Lakhs only), paid an amount of Rs.1,00,00,000/- (Rs.One Crore only) agreeing to pay the remaining amount of Rs.30,00,000/- (Rs.Thirty Lakhs only) before December, 2022, subsequently shifted to Phase-II of their Project at the request of the complainant and as the transaction could not result in agreement as agreed, because of delays in obtaining permissions and approvals from the concerned Authorities, cancelled the said request for shift to Phase-II Project and agreed to receive Rs.1,69,00,000/- (Rs.One Crore and Sixty Nine Lakhs only), but the respondents did not stick on to the time agreed for payment of the amounts under Ex.A3 and several cheques issued by the respondents time and again were dishonoured and the complainant underwent lot of pressure in recovery of amounts and forced him to approach the Authorities for recovery of the same, suffered mental agony and therefore, he is entitled to compensation under the said count. As regards to the quantum of compensation to be awarded, by considering the facts and circumstances of the case, I am of the view, that if the following amounts are awarded as compensation for mental agony and other heads it would meet the ends of justice. Accordingly, the complainant is awarded an amount of Rs.1,00,000/- (Rs.One Lakh only) towards mental agony. Further, the complainant is also entitled to Rs.30,000/- (Rupees Twenty Thousand only) towards miscellaneous expenses; and to an amount of Rs.20,000/- (Rs.Twenty Thousand only) towards Advocate Fee. The Point is answered accordingly.

23. The complainant is entitled for compensation; towards miscellaneous expenses and Advocate Fee, as under:

Sl.No.	**Head(s)**	**Amount (in Rupees)**
1	Compensation towards mental agony.	Rs.1,00,000-00
2	Compensation towards miscellaneous expenses.	Rs. 30,000-00
3	Compensation towards Advocate Fee	Rs. 20,000-00
	TOTAL	**Rs.1,50,000-00**

(Rupees One Lakh and Fifty Thousand only)

24. In the result, the complaint is partly allowed directing the respondents to pay an amount of **Rs.1,50,000/- (Rupees One Lakh and Fifty Thousand only)** to the complainant towards compensation, miscellaneous expenses and Advocate Fee, within sixty (60) days from the date of this order, failing which, the respondents shall also be liable to pay interest @ 10% per annum (Today's highest MCLR rate of 8% plus 2%) from the date of this order till realization, as per Rule 15 of the Rules.

Dictated to the Court Officer, transcribed by him, corrected and pronounced by me in open Court on this, the 15th day of OCTOBER, 2026.

ADJUDICATING OFFICER,
TG RERA: HYDERABAD.

APPENDIX OF EVIDENCE
WITNESSES EXAMINED
NONE

EXHIBITS MARKED FOR COMPLAINANT MARKED BY CONSENT.

Exhibit	Date	Description of document.
Ex.A1	Dt.06.01.2020	Copy of Agreement of sale.
Ex.A2	Dt.22.01.2020	Copy of Memorandum of Understanding.
Ex.A3	Dt.04.01.2023	Copy of Memorandum of Understanding.
Ex.A4	Dt.27.03.2024	Copy of Legal notice issued to the respondent.
Ex.A5	Dt.08.04.2024	Copy of Legal notice issued to the respondent.
Ex.A6	Dt.21.04.2024	Copy of legal notice issued to complainant.
Ex.A7	Dt.03.01.2024	Copy of Cheque bearing No.947384 for Rs.35,00,000/-.
Ex.A8	Dt.05.03.2024	Copy of cheque returned memo issued to complainant.

EXHIBITS MARKED FOR RESPONDENTS
Nil

ADJUDICATING OFFICER,
TG RERA: HYDERABAD.

c.