

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

Dated, this, the 24th day of MARCH, 2025.

Present:- Sri Syed Lateef-ur Rahman,
Adjudicating Officer.

C.C.P.No.24/2024/TG RERA

Between:

Smt.Boaska Anauragam W/o Matta Prathap Kumar,
Qrtr No.CH-9, Opp: Andhra Bank, A-Zone, Ramakrishnapur
post, Mancheria District - 504 301.

...Complainant.

and

- 1) Bhuvan Teza Infra Projects Pvt.Ltd., & others Sri Chekka Venkata Subramanyam, Smt.Chekka Bhagya Laxmi and Sri Jerripothula Phani Bhushan Rao, Corporate Office H.No.201, 2nd Floor, Lumbini Amrutha Chambers, Nagarjuna Circle Road 3, Banjara Hills, Hyderabad 500 082.
- 2) Sri Chekka Venkata Subramanyam, R/o H.No.15-31, RTP-1, Flat: 406, Rain Tree Park, Malaysia Township near Club House, Kukatpally, Hyderabad 500 072.
- 3) Smt.Chekka Bhagya Laxmi, Flat No.C-110, Jayabheri Orange County, Road No.2, Financial District, Nanaramguda, Telangana 500 032.
- 4) Sri Jerripothula Phani Bhushan Rao S/o late Rama Rao R/o 1-1-401/1/1, Flat No.401, Sirish Enclave, Gandhi Nagar, near Andhra Care, Hyderabad, 500 0 80.

...Respondents.

This complaint came up me on this day for hearing, but the Complainant did not appear and fresh notices of respondents could not be issued due to non furnishing of addresses by the complainant and there is no representation for complainant and after perusing the record and having stood over for consideration, the following order is passed:

ORDER

The present complaint has been filed u/s 31 of Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as 'the Act') read with Rule 35 of the Telangana State Real Estate (Regulation and Development) Rules, 2017 (hereinafter

referred to as 'the Rules') by the complainant against the Respondents for award of compensation.

CASE OF THE COMPLAINANT:

2(a). The facts of the case of the complainant in short are that the complainant entered into an Agreement of Sale with respondent M/s. Bhuvan Tejza Infra Projects Pvt.Ltd., on 18.09.201 for purchase of Flat No.201 admeasuring 1860 Sq.Ft, B-Block in "Happy Homes Phase-2" at Shamirpet village & Mandal, Medchal-Malkajgiri District. As per the Agreement of Sale, the vendor offered to sell Flat No.307, D-Block in 3rd Floor admeasuring 2000 Sq.Ft. east facing and in pursuance of said Agreement of sale, the vendee has paid total sale consideration of Rs.43,48,000/- (Rupees Forty Three Lakhs and Forty Eight Thousand only) to the vendor, i.e., Rs.10,00,000/- (Rupees Ten Lakhs only) by way of online transfer dt.25.03.2023; and Rs.33,48,000/- (Rupees Thirty Three Lakhs and Forty Eight Thousand only) by cash through receipt No.1234, dt.30.03.2023. The possession of Flat was to be given in 36 months with grace period of six months from the date of obtaining building permission from HMDA and RERA approvals. Subsequently, the vendee/complainant expressed his willingness to change the Project from "Happy Homes-II" to "Happy Homes" and later changed the Agreement on 30.03.2023.

2(b). It is the further case of the complainant that there is considerable delay in giving possession of the Flat and the respondent demanded for payment of additional amount of Rs.10,52,000/- (Rs.Ten Lakhs and Fifty Two Thousand only) for a new flat and allotted Flat No.307, Block-D admeasuring 2000 Sq.Ft. and agreed to pay 10% as rent till handing over of flat, which approximately comes to Rs.20,000/- per month, but failed to pay the same as promised. The complainant suspects that the respondent may transfer

the money raised from the new buyers to other Projects and transferring of land to other persons. There are civil/criminal cases involving the subject land. Therefore, the complainant filed this complaint claiming compensation.

3. Notices were issued to Respondents by Registered Post and Acknowledgment Due. Notices so sent first time were not returned. Again fresh notices were ordered to Respondents, but the notices so sent were returned with postal endorsement as “insufficient address, Left and Door locked”. Therefore, fresh notices were ordered to be issued on furnishing correct addresses by the complainant and the complaint was posted to 24.02.2025. On that date, the complainant was called absent and there was no representation, and thus, addresses were not furnished to issue notices to the respondents, as ordered earlier. Again, fresh notices were ordered to be issued to the respondents on furnishing addresses by the complainant and case was adjourned to today, i.e., 24.03.2025 with a condition that if complainant does not furnish addresses, it will be presumed that the complainant is not interested to prosecute the case, as the complainant was absent on last date of hearing. Even today also, the complainant is absent and there is no representation on her behalf. Addresses of the respondents have also not been furnished to issue fresh notices to the respondents. In these circumstances and in view of the specific order passed on previous adjournment, i.e., on 24.02.2025 that if complainant does not furnish addresses in the meanwhile, it will be presumed that the complainant is not interested to prosecute the case, it is clear that the complainant has no interest to prosecute the case. As such, the complaint is liable to be dismissed for default/non-prosecution.

4. In the result, the complaint is dismissed for default/non prosecution.

Typed to my dictation, corrected and pronounced by me in open Court on this, the 24th day of MARCH, 2025.

**ADJUDICATING OFFICER,
TG RERA: HYDERABAD.**

**APPENDIX OF EVIDENCE
NIL**

**ADJUDICATING OFFICER,
TG RERA: HYDERABAD.**

CC.

