

**BEFORE THE TELANGANA ESTATE REGULATORY AUTHORITY**

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

*21<sup>st</sup> of April 2026*

**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: 472/2025**

**Naveen Raju Amuda**

*...Complainant*

**Versus**

**M/s Bharathi Builders Pvt Ltd** *project Bharathi's Lake View Apartments*

*(rep by its Managing Partner Sri Mulparry Siva Rama Krishna)*

Sri Sri DrupatiNagaraju

Sri Ashish Kumar Ahuja

Sri Sunil Kumar Ahuja

*... Respondent*

**Complaint No: 473/2025**

**D. Narayana Rao**

*...Complainant*

**Versus**

**M/s Bharathi Builders Pvt Ltd** *project Bharathi's Lake View Apartments*

*(rep by its Managing Partner Sri Mulparry Siva Rama Krishna)*

Sri Sri DrupatiNagaraju

Sri Ashish Kumar Ahuja

Sri Sunil Kumar Ahuja

*... Respondent*

**Complaint No: 474/2025**

**Dr. Arunabha Mallik**

*...Complainant*

**Versus**

**M/s Bharathi Builders Pvt Ltd** *project Bharathi's Lake View Apartments*

*(rep by its Managing Partner Sri Mulparry Siva Rama Krishna)*

Sri Sri DrupatiNagaraju

Sri Ashish Kumar Ahuja

Sri Sunil Kumar Ahuja

*... Respondents*

**Complaint No: 475/2025**

**Sandeep Reddy**

*...Complainant*

**Versus**

**M/s Bharathi Builders Pvt Ltd** *project Bharathi's Lake View Apartments*

*(rep by its Managing Partner Sri Mulparry Siva Rama Krishna)*

Sri Sri DrupatiNagaraju

Sri Ashish Kumar Ahuja

Sri Sunil Kumar Ahuja

*... Respondents*

**Complaint No: 476/2025**

**Billapati Sunil Kumar**

**...Complainant**

**Versus**

**M/s Bharathi Builders Pvt Ltd** *project Bharathi's Lake View Apartments*

*(rep by its Managing Partner Sri Mulpary Siva Rama Krishna)*

Sri Sri DrupatiNagaraju

Sri Ashish Kumar Ahuja

Sri Sunil Kumar Ahuja

**... Respondents**

**Complaint No: 477/2025**

**Manasa Narla**

**...Complainant**

**Versus**

**M/s Bharathi Builders Pvt Ltd** *project Bharathi's Lake View Apartments*

*(rep by its Managing Partner Sri Mulpary Siva Rama Krishna)*

Sri Sri DrupatiNagaraju

Sri Ashish Kumar Ahuja

Sri Sunil Kumar Ahuja

**... Respondents**

**Complaint No: 478/2025**

**Silveri Swetha**

**...Complainant**

**Versus**

**M/s Bharathi Builders Pvt Ltd** *project Bharathi's Lake View Apartments*

*(rep by its Managing Partner Sri Mulpary Siva Rama Krishna)*

Sri Sri DrupatiNagaraju

Sri Ashish Kumar Ahuja

Sri Sunil Kumar Ahuja

**... Respondents**

**Complaint No: 430/2025**

**Sri Piyush Kamal**

**...Complainant**

**Versus**

**M/s Bharathi Builders Pvt Ltd** *project Bharathi's Lake View Apartments*

*(rep by its Managing Partner Sri Mulpary Siva Rama Krishna)*

Sri Sri DrupatiNagaraju

Sri Ashish Kumar Ahuja

Sri Sunil Kumar Ahuja

**...Respondents**

**Complaint No: 433/2025**

**Mrs. Potarlanka Bhavani**

**...Complainant**

**Versus**

**M/s Bharathi Builders Pvt Ltd** *project Bharathi's Lake View Apartments*

*(rep by its Managing Partner Sri Mulpary Siva Rama Krishna)*

Sri Sri DrupatiNagaraju

Sri Ashish Kumar Ahuja

Sri Sunil Kumar Ahuja

**... Respondents**

**Complaint No: 439/2025**

**Smt. Shailaja Vincent**

**...Complainant**

**Versus**

**M/s Bharathi Builders Pvt Ltd project Bharathi's Lake View Apartments**

(rep by its Managing Partner Sri Mulpary Siva Rama Krishna)

Sri Sri DrupatiNagaraju

Sri Ashish Kumar Ahuja

Sri Sunil Kumar Ahuja

... Respondents

The present matters filed by the Complainants herein came up for final hearing on 07.01.2026 before this Authority along with Complaint Nos. 302/2025 to 373/2025 involving the same project and the same Respondents, in the presence of the Complainants represented through Learned Counsel Sri Drupad Sanghwan and the Respondent 1 & 2 rep by Counsel Sri M. Balasubramanyam & Respondent 3 & 4 by Counsel Sri G. Vamshikrishna. Arguments were heard in common for all the batches on the said date. Upon perusing the material on record and on hearing arguments of both the parties and having stood over for consideration till this day, the following order is passed:

**Order:**

2. Considering the commonality of issues involved and upon a specific request made by the Complainants and there being no objection raised by the Respondents to such course of action, all the complaints have been clubbed together and are being adjudicated by way of a **common order**.

3. The present set of complaints have been filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the RE(R&D) Act"), read with Rule 34(1) of the Telangana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as "the TG RE(R&D) Rules"), seeking appropriate directions and reliefs against the Respondents in respect of the project "Bharathi's Lake View Apartments", situated in Sy. No. 118/119, Kompally Village, Medchal Mandal, Medchal-Malkajgiri District.

4. The present batch of Complaints was heard together with Complaint Nos. 302/2025 to 373/2025 on 07.01.2026. A common final hearing was conducted for all batches on that date, with arguments advanced by the respective Counsel on all sides in respect of the same project, the same Respondents, and the same set of issues. The facts, pleadings, contentions of parties, points for consideration, and the detailed observations of this Authority in respect of the project "Bharathi's Lake View Apartments" developed by M/s Bharathi Builders Pvt Ltd have been comprehensively set out and adjudicated in the common order dated 13.03.2026 passed in Complaint Nos. 302/2025 to 373/2025 (hereinafter referred to as "the Earlier Order"). The Earlier Order is a matter of record before this Authority.

5. The present batch of Complaints involves the same Respondents, the same project, the same nature of grievances, and the same legal questions as were the subject matter of the Earlier Order. The Complainants in the present batch, like those in the Earlier Order, had purchased residential units in the project under a pre-launch offer, paid substantial consideration pursuant to Memoranda of Understanding (MoUs), and allege that the Respondents have failed to commence construction or deliver possession of the promised units.

6. The preliminary objection regarding maintainability and the status of the Complainants as "Allottees" within the meaning of Section 2(d) of the RE(R&D) Act, 2016 stands squarely covered by the findings recorded at Paragraphs 43 to 52 of the Earlier Order dated 13.03.2026. This Authority had therein held that the substance of the transaction and not the nomenclature adopted in the instrument is determinative of the legal character of the relationship. It was held that the MoUs executed with the Complainants, which specifically identified the residential units, quantified consideration, and stipulated a timeline for delivery, satisfied all essential attributes of an allotment under the RE(R&D) Act. The preliminary objection raised by the Respondents was rejected as devoid of substance and untenable in law.

7. The same findings apply with equal force to the present batch of Complainants, whose transactions with the Respondents are of an identical nature. There is no material distinction warranting a different conclusion. Accordingly, the Complainants in the present batch are held to qualify as "Allottees" under Section 2(d) of the RE(R&D) Act, and the present Complaints are held to be fully maintainable before this Authority under Section 31 of the RE(R&D) Act.

8. The question of whether Respondent Nos. 1 to 4 qualify as "Promoters" under Section 2(zk) of the RE(R&D) Act and whether they are jointly and severally liable has also been conclusively determined in the Earlier Order at Paragraphs 53 to 64. This Authority had therein held that the Respondents' involvement in the project including collection of allottee funds, acquisition of project land, formation of a joint development entity (M/s Sree Bharathi Builders), contribution towards statutory approval fees, and issuance of assurances regarding project completion collectively established their participation in the development, control, and commercial exploitation of the real estate project. Respondent Nos. 1 to 4 were accordingly held to fall within the inclusive definition of "Promoter" under Section 2(zk) and the Explanation thereto, and were declared to be jointly and severally liable for all obligations arising under the RE(R&D) Act.

9. These findings apply with equal force to the present batch of Complaints. No new material or circumstances have been placed on record which would warrant a departure from the findings recorded in the Earlier Order. Respondent Nos. 1 to 4 are therefore held to be

"Promoters" within the meaning of Section 2(zk) of the RE(R&D) Act and are jointly and severally liable for compliance with all obligations arising under the RE(R&D) Act in relation to the subject project.

10. The violations of Sections 3 and 4 of the RE(R&D) Act by the Respondents in relation to the project "Bharathi's Lake View Apartments" stand conclusively established by the findings recorded in Suo Motu Case No. D/205/2025 and affirmed in Paragraphs 65 of the Earlier Order. This Authority has already imposed a penalty of Rs. 1,18,54,432/- (Rupees One Crore Eighteen Lakhs Fifty-Four Thousand Four Hundred Thirty-Two only) upon Respondent No. 1 under Section 59 of the RE(R&D) Act for violation of Section 3 in respect of the said project, and has further imposed a penalty of Rs. 3,55,63,297/- (Rupees Three Crore Fifty-Five Lakhs Sixty-Three Thousand Two Hundred and Ninety-Seven only) under Section 61 of the RE(R&D) Act for violations of Sections 4, 11 and 13 thereof. In addition, Respondent No. 1 has been declared a "Defaulter Promoter" under the RE(R&D) Act. In the circumstances, there is no necessity for re-adjudication of the question of violations of Sections 3 and 4 in the present proceedings.

11. The entitlement of the Complainants to seek refund of the amounts paid, together with interest, under Section 18 of the RE(R&D) Act has been examined in detail at Paragraphs 66 to 77 of the Earlier Order. This Authority therein held that the Respondents had failed to honour the committed timeline for delivery of possession; that no construction activity had been initiated despite the lapse of the agreed period; that the project land had been subjected to fragmentation, encumbrances, and internal transfers which had rendered the completion of the project uncertain and practically unworkable; and that no Respondent had expressed willingness to complete the project or initiate construction. In these circumstances, this Authority held that the Complainants could not be compelled to remain indefinitely bound to the project and were fully entitled to exercise the option of withdrawal and seek refund under Section 18 of the RE(R&D) Act.

12. The factual position in the present batch of Complaints is identical. The Respondents have not placed any fresh material before this Authority to suggest that the status of the project has changed since the Earlier Order, or that any progress in construction has been made, or that possession can be offered to the Complainants within any definite timeframe. The grounds on which refund was directed in the Earlier Order therefore apply with equal force to the present Complainants.

13. Accordingly, the Complainants in the present batch are held to be entitled to refund of the entire amounts paid by them towards their respective apartments, along with interest thereon at the rate prescribed under Rule 15 of the TG RE(R&D) Rules, 2017, from the respective dates of payment till the date of actual refund. The liability to make such refund, together with applicable

interest, shall be joint and several upon Respondent Nos. 1 to 4, in view of the findings recorded hereinabove and in the Earlier Order.

**Directions of the Authority:**

14. In view of the findings recorded above, and in exercise of the powers conferred upon this Authority under the Real Estate (Regulation and Development) Act, 2016, the following directions are issued:

- a) Respondent Nos. 1 to 4 are jointly and severally directed to refund to each of the Complainants the entire amount paid by the respective Complainant towards the subject apartment, as borne out from the record, along with interest thereon at the rate prescribed under Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017 (Current SBI MCLR plus 2%, i.e. 10.70%), from the respective dates of receipt of each payment till the date of actual refund.
- b) The aforesaid refund along with applicable interest shall be paid within a period of 60 (sixty) days from the date of this Order. In the event of failure to comply with the above direction within the stipulated period, the amount payable shall carry interest at the same prescribed rate for the period of delay.

15. Failure to comply with the above directions shall attract penalties in accordance with Section 63 of the RE(R&D) Act, 2016.

16. As a result, the present batch of Complaints is disposed of accordingly. No order as to costs.

**Sd/-**

**Sri. K. Srinivas Rao,  
Hon'ble Member  
TG RERA**

**Sd/-**

**Sri. Laxmi NaryanaJannu,  
Hon'ble Member  
TG RERA**

**Sd/-**

**Dr. N. Satyanarayana, IAS (Retd.),  
Hon'ble Chairperson  
TG RERA**