

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

**COMPLAINT NO.476 OF 2023**

**09<sup>th</sup> of January, 2023**

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

K.Ravinder

...Complainant

Versus

M/s TH Building (India) LLP

...Respondent

The present matter filed by the Complainant herein came up for hearing on 11.10.2023 and 27.12.2023 before this Authority in the presence of Complainant present in person and Sri Ajay Salike on behalf of the Respondent and upon hearing the arguments of the party, this Authority passes the following **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 "RE(R&D) Act") read with Rule 34(1) of the Telangana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the "Rules") seeking directions against the Respondent to refund the amount to the complainant.

**A. Facts of the case as stated in the complaint filed by the Complainant:**

3. The complainant purchased a commercial flat for a total sale consideration of 1.5 crore, Shop No. 13, on the second floor of a commercial complex located at Sarojini Devi Road, Secunderabad, developed by M/s. TH Building (India) LLP.

4. Complainant discovered that the flat purchased did not match the description in the sale deed. Instead of an office space, it had been converted

into a classroom and rented to M/s. Avinash Group of Institutions without Complainant approval.

5. Hence, complainant requested Mr. Ajay Salike and his partners to cancel the agreement and refund the payment with 6% bank interest.

6. Respondent agreed to refund the amount but did not respond to numerous WhatsApp messages.

7. Mr. Ajay Salike refunded Rs. 10, 00,000 in cash and Rs. 15, 00,000 through a cheque that bounced due to a signature mismatch. This resulted in a penalty of Rs. 295. Then the Respondent paid 1 crore through RTGS on 31.03.2023

8. Outstanding Amount: Mr. Ajay Salike is yet to pay Rs. 20,00,000 and the accrued interest of Rs. 21,52,916.67 (Total payable as on 25-5-2023: Rs. 41,52,916.67).

**B. Prayer:**

10. To direct Mr. Ajay Salike and his partners to immediately refund Rs. 20,00,000 along with interest (total payable: Rs. 41,52,916.67).

**C. Reply by the Respondent:**

11. The Complainant and the Respondent, following a thorough discussion and consideration of issues raised by the Complainant, have mutually agreed to specific terms. Pursuant to this agreement, the unit allocated to the Complainant is hereby canceled, and the Respondent undertakes to expeditiously refund the entirety of the amount, inclusive of interest.

12. The Respondent acknowledges that, with the exception of the principal repayment sum of Rs. 20, 00,000 and interest amounting to Rs. 21, 52,917, the refunded amount from the Complainant has been duly remitted. It is hereby affirmed that the Respondent has committed to arranging and repaying the entire outstanding amount within 45 days, on or before the 25th of August 2023, in favour of the Complainant.

**D. Hearing Conducted/Directions of the Authority:**

13. On October 11, 2023, a hearing was scheduled, during which the Complainant submitted a letter indicating an amicable settlement of the matter. The Respondent has agreed to refund the entire amount and provided two cheques dated 10.11.2023 and 10.12.2023. Consequently, hence the Authority deemed appropriate to adjourn the proceedings until the Complainant receives the amount. Additionally, the Complainant filed a letter stating that all issues and claims have been resolved, and corresponding cheques have been cleared.

14. Subsequently, on December 27, 2023, the Complainant informed the Authority that they have received the total sum of Rs. 41, 52,916/- from the Respondent including interest, as prayed in the original complaint filed before this Authority on June 14, 2023.

15. In light of the amicable settlement, the matter is hereby dismissed.

**Sd/-**  
**Sri. K. Srinivas Rao,**  
**Hon'ble Member**  
**TS RERA**

**Sd/-**  
**Sri. Laxmi NaryanaJannu,**  
**Hon'ble Member**  
**TS RERA**

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