

**BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY**

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

**Complaint No. 246 of 2024**

**29<sup>th</sup> September 2025**

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

Anuparthi Sandhya Rani

H.No. 2-20-4/26/C,

Sairam Nagar Colony,

Uppal, Hyderabad - 500039

**...Complainant**

**Versus**

1. M/s. Krithika Infra Developers  
*Rep. by its Managing Partner, D. Srikanth*  
*3<sup>rd</sup> and 4<sup>th</sup> Floor, X Roads,*  
*Beside Medquest Diagnostic Centre,*  
*Krithika Hospital Building, Gunti Jangaiah Nagar,*  
*L.B. Nagar, Hyderabad – 500074*
2. Sri. Doomavath Srikanth  
*3<sup>rd</sup> and 4<sup>th</sup> Floor, X Roads,*  
*Beside Medquest Diagnostic Centre,*  
*Krithika Hospital Building, Gunti Jangaiah Nagar,*  
*L.B. Nagar, Hyderabad – 500074*
3. Smt. Radha Bhukya  
*3<sup>rd</sup> and 4<sup>th</sup> Floor, X Roads,*  
*Beside Medquest Diagnostic Centre,*  
*Krithika Hospital Building, Gunti Jangaiah Nagar,*  
*L.B. Nagar, Hyderabad – 500074*
4. Mr. Doomavath Shashikanth  
*3<sup>rd</sup> and 4<sup>th</sup> Floor, X Roads,*  
*Beside Medquest Diagnostic Centre,*  
*Krithika Hospital Building, Gunti Jangaiah Nagar,*  
*L.B. Nagar, Hyderabad – 500074*

**...Respondents**

The present matter filed by the Complainant herein came up for hearing before this Authority in the presence of the Complainant in person, and none appeared on behalf of the Respondents despite service of notice; hence set ex parte and upon hearing the submissions of the Complainant, this Authority proceeds to pass the following **ORDER**:

2. The present Complaint has been filed by the Complainant under Section 31 of the Real Estate (Regulation & 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”) seeking appropriate relief(s) against the Respondents.

**A. Brief facts of the case:**

3. The Complainant stated that on 10.08.2022, she was approached by a salesperson of the Respondent, namely Mr. Srikanth, with a pre-launch offer in respect of a residential project “Sheshadri’s Silver Oak”, located at Survey No. 215 of Boduppall Village, Medipally Mandal, Medchal–Malkajgiri District, Telangana.

4. Subsequently, on 15.08.2022, the Complainant visited the Respondent’s office at LB Nagar Ring Road, where the Sales Manager, Mr. Mahender, assured that they had obtained all approvals and that construction would commence within six months. The Complainant was promised possession by December 2024.

5. Relying on their strong representations, the Complainant initially issued a cheque of Rs. 5,00,000/-(Five Lakhs) and booked Flat No. 110 in Block-C, having a built-up area of 2310 sq. ft., at the rate of ₹2,349/- per sq. ft. The total consideration agreed was ₹54,26,190/-, inclusive of one car parking space and undivided share of land measuring 51.3 sq. yds.

6. Under continuous pressure from the Respondents' staff, the Complainant paid the entire sale consideration of ₹54,26,190/- through various transactions. The payment details are as follows:

Sl.No	Date	Amount
1.	15.08.2022	Rs. 5,00,000/
2.	22.08.2022	Rs. 5,00,000/
3.	30.08.2022	Rs. 5,00,000/
4.	01.10.2022	Rs. 20,00,000/
5.	17.10.2022	Rs. 3,26,190/

6.	27.10.2022	Rs. 2,00,000/
7.	01.11.2022	Rs. 14,00,000/-
	Total	Rs. 54,26,190

Upon receipt of the full payment, the Respondents executed an unregistered Agreement of Sale confirming the allotment.

7. Despite repeated assurances, no construction activity was commenced by the Respondent even several months after the promised dates. After numerous visits to the project site and the Respondents' office yielded no results, the Complainant decided to cancel the booking and requested a full refund with interest. Upon further inquiry, the Complainant learned that the project was not registered with the TG RERA, despite the Respondent having claimed otherwise.

8. After persistent follow-ups, the Respondents issued a cheque dated 04.08.2024 for the full amount of ₹54,26,190/- (Cheque No. 001300, Kotak Mahindra Bank). However, when the Complainant presented the cheque, it was dishonoured with the reason "Insufficient Funds." Since the cheque bounced, the Respondents have become unresponsive to the Complainant's calls and have shown no intention of making the payment to the Complainant.

#### **B. Relief(s) Sought:**

9. Accordingly, the Complainant sought the following reliefs:

- i. Refund of the principal amount of ₹54,26,190/- (Fifty Four Lakhs Twenty Six Thousand One Hundred and Ninety Only).
- ii. Interest on the above-mentioned principal amount from August 2022 as per the provisions of the Act.

#### **C. Points to be determined:**

10. Based on the facts and circumstances placed before this Authority, the following questions arise for adjudication:

- I. Whether the Respondents violated Section 3 of the RE(R&D) Act, 2016 by advertising, marketing, and offering for sale the "Sheshadri's Silver Oak" project without obtaining registration with the Authority?
- II. Whether the Complainant is entitled to the relief sought?

#### **D. Observations of the Authority:**

Before further adjudicating on the matter, this Authority takes due note of the repeated non-compliance by the Respondents, who have failed to appear before this Authority despite service of multiple notices and affording sufficient opportunities. In view of their continued absence, the Respondents are hereby set ex-parte on 04.02.2025, and the matter is being adjudicated based on the pleadings, documents, and submissions placed on record by the Complainant.

#### **Point I**

11. Upon perusal of the available documents submitted by the Complainant, it is evident that the Respondent promoted and sold residential units in the project titled “*Sheshadri's Silver Oak*” located at Survey No. 215, Boduppall Village, without obtaining registration under Section 3 of the RE(R&D) Act, 2016. The land in question exceeds the threshold of 500 sq. meters as specified under Section 3(2)(a) of the RE(R&D) Act, 2016 and involves more than eight units, which mandates registration with the Authority.

12. In the present matter, the Complainant has submitted a copy of the Agreement of Sale dated 05.11.2022, which confirms that the Respondent collected a sum of ₹54,26,190/- to sell a proposed residential flat with built up area of 2130 Sq.ft.s, inclusive of all common areas, with one car parking area, in *Sheshadri's Silver Oak*, along with undivided share of land admeasuring 51.3 Sq.Yds. The agreement of sale was entered into prior to obtaining registration with RERA.

13. It is pertinent to mention that this Authority has already dealt with similar violations by the same Respondent in Complaint No. 115 of 2024, which related to this very project. After a detailed examination of that matter, this Authority passed an order, holding that they had violated provisions of the RE(R&D) Act 2016. In that said order, it was found that the Respondent had marketed and sold units without registering the project with this authority, in contravention of Sections 3 and 4 of the RE(R&D) Act, 2016. Further, the Respondent had also received advance payments exceeding 10% of the consideration prior to execution of a registered agreement for sale, thereby violating under Section 13(1) of RE(R&D) Act, 2016. Consequently, a penalty of ₹9,96,050/- was levied on the Respondent under Sections 59, 60, and 61 of the RE(R&D) Act, 2016, and the Respondent was directed to register the project

without further delay and to restrain from engaging in any marketing or sale activity until compliance was ensured.

16. As this Authority had already adjudicated the matter on similar facts and imposed a penalty for violation of Section 3. Therefore, the issue of unregistered development by the Respondent-promoter in the present case stands on an identical footing, and has already been addressed through the said earlier order

17. Hence, Point I is answered in the affirmative

## **Point II**

18. Upon perusal of the Agreement of Sale executed by the Respondents in favour of the Complainant, it is evident that the Complainant has paid an amount of Rs. 54,26,190/- (Rupees Fifty-Four Lakhs Twenty-Six Thousand One Hundred and Ninety Only), which payment has been duly acknowledged by the Respondents. Further, the Respondents have also issued a cheque for the said amount in favour of the Complainant; however, the same was dishonoured with the remarks "Funds Insufficient."

19. Moreover, it is further observed from the available documents placed on record that the Respondent No.1 has obtained permission bearing No. 009613/BP/HMDA/2100/GHT/2023 for the construction of 2 Cellars + 1 Stilt + 1 Upper Floor. However, despite obtaining such permission, the Respondent No.1 has neither commenced any construction activity in the said project nor demonstrated any bona fide intention to fulfil its contractual obligations. Such continued inaction, even after collecting substantial amounts of money from the Complainant, points to a deliberate and dishonest course of conduct from the Respondents. In these circumstances, under Section 18(1) of the RE(R&D) Act, 2016 extends a clear statutory right to an allottee to seek a refund along with interest where the promoter/Respondents either fails to complete the project or is unable to hand over possession within the stipulated timeframe. So, the allottee is entitled for a refund with interest. In the present case, the issue is not merely one of delay; it is a case of complete inaction on the Respondents.

20. In light of the above foregoing observations, this Authority notes that the Complainant is entitled for relief as mentioned in the main complaint under Section 18(1)(a) of the Real Estate (Regulation and Development) Act, 2016, which reads as follows:

*(1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building,*

*(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or*

*(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:*

21. In the present case, the Respondent neither completed the project nor initiated the mandatory statutory processes required for lawful execution of the project. The continued failure to commence the construction clearly amounts to a violation of the provisions of the RE(R&D) Act, 2016.

22. Accordingly, the Complainant is entitled for Refund of the amount paid by her to the Respondents and also with the interest at the rate prescribed under Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017, i.e., the State Bank of India's Marginal Cost of Lending Rate (MCLR) plus 2% per annum (i.e., 8.75% + 2%), calculated from the respective date of Agreement of sale until the date of actual refund.

23. In view of the above findings, this Authority is of the considered that the Complainant is entitled to the relief sought, refund of the entire sale consideration with interest.

24. Hence, Point II is answered in the affirmative, and the Complainant is entitled for refund along with applicable interest.

#### **E. Directions of the Authority:**

25. In exercise of the powers conferred upon this Authority under Sections 37 and 38 of the Real Estate (Regulation and Development) Act, 2016, and in furtherance of the findings and conclusions drawn hereinabove, the following directions are hereby issued:

The Respondent No. 1 is directed to refund Rs. 54,26,190/- (Fifty-Four Lakh Twenty-Six Thousand One Hundred Ninety) along with interest at the rate of 10.75% per annum (SBI MCLR of 8.75% + 2%) from the date of the Agreement of Sale dated 05.11.2022 till the date of actual refund in accordance with Rule 15 of the Telangana RE(R&D) Rules, 2017 within 30 (thirty) days from the date of this Order;

26. Failing to comply with the above-said direction by the Respondent shall attract a penalty in accordance with Section 63 of the RE(R&D) Act, 2016.

27. The complaint stands disposed of in the above terms. There shall be no order as to costs.

**Sd/-**  
**Sri K. Srinivasa Rao,**  
**Hon'ble Member,**  
**TG RERA**

**Sd/-**  
**Sri Laxmi Narayana Jannu,**  
**Hon'ble Member,**  
**TG RERA**

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

