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

Dated, this, the 27th day of OCTOBER, 2026.

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

C.C.P.No.04/2025/TG RERA

Between:

Sri Ramakrishna Rampally S/o Rampally Janardhan, aged: 40 yrs, R/o 504, Sai Arcade, KPHB Phase-6, Kukatpally, Hyderabad..

…Complainant.

And

Aavas Hyderabad M/s. Nebula Infrastructure LLP, 420, 4th Floor, Manjeera Majestic Commercial, adjacent to Rythu Bazar, KPHB, Hyderabad 500072, rep., by its authorized signatory Sri Vikram Daitha.

… Respondent.

This complaint came up before me on 13.10.2026 for final hearing in the presence of Sri C.Karthikeya Reddy, Counsel for the complainant and of Sri M.Naga Deepak, Counsel for the respondent appeared virtually, 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 seeking compensation of Rs.5,00,000/- (Rupees Five Lakhs only) towards damage and mental agony caused to him.

2. Brief averments of the complaint are as follows:

The complainant with a view to have residential house in Hyderabad, booked Flat No.CW-3-401 in a residential apartment to be constructed by Aavas Hyderabad (formerly known as Nebula Aavas) at Bachupally, Hyderabad by paying booking amount of Rs.50,000/- (Rs.Fifty Thousand only). He paid amounts in instalments towards the said Flat from December, 2016 to July, 2020 and a total amount paid by him is Rs.8,06,875/- (Rs.Eight Lakhs, Six Thousand, Eight Hundred and Seventy Five only). On account of Covid-19 pandemic, in the month of August, 2020, the complainant lost his employment, as such he was unable to secure home loan. In the month of November, 2020, the complainant requested the respondent to cancel the booking of Flat, but the respondent did not consider his request for a period of one year and continued to send payment reminders to the complainant. Finally, on 21.01.2022, the respondent issued cancellation notice to the complainant cancelling booking of Flat No.CW-3 – 401. The complainant made repeated requests by way of e-mails, phone calls and personal visits to the office of the respondent seeking refund of the amount, but the respondent failed to refund the amount paid by him.

3. At last, on 06.10.2023, the respondent refunded Rs.5,67,675/- (Rs.Five Lakhs, Sixty Seven Thousand, Six Hundred and Seventy Five only) to the complainant by withholding an amount of Rs.2,39,219/- (Rupees Two Lakhs, Thirty Nine Thousand, Two Hundred and Nineteen only) towards cancellation charges. Aggrieved by the same, the complainant approached Telangana Real Estate Regulatory Authority with Complaint No.1837/2023

seeking refund of the amount wrongfully withheld by the respondent together with interest and the same was allowed. The complainant work in IT Company, Bengaluru and had to come to Hyderabad to file this case and to attend all the hearings and in the process, he faced many problems, and suffered physically and mentally. Therefore, the complainant filed this complaint claiming compensation.

4. On service of notice, the respondent appeared and filed counter. Brief averments of the counter are as follows:

The complaint is not maintainable either on facts or on law and it is vexatious and frivolous litigation to harass the respondent. The complainant has already filed a complaint vide Complaint No.1837 of 2023 before TG RERA, pursuant to which, an order has been passed by the Authority wherein the Authority directed the respondent to pay interest to the complainant on the refunded amount of Rs.5,67,675/- for the period from 21.01.2022 to 06.10.2023 and to refund the balance amount along with interest @ 10.85% per annum. The respondent filed an appeal in T.A.No.36 of 2024 challenging the said order and during pendency of the same, the complainant filed this complaint suppressing the fact of cancellation of the Flat booked by the complainant due to default in making payment of amounts as per schedule. Claim in the present complaint is, for compensation of Rs.5,00,000/- towards damages and mental agony and in order to claim the same, the complainant has to establish some breach by the respondent, but there is no proof about the breach committed by the respondent. The present complaint is barred by the provisions of *res*

judicata. The complainant cannot make further claim based on the same cause of action as in the earlier complaint. The complainant is liable to compensate the respondent for filing vexatious and frivolous complaint. Finally, prayed to dismiss the complaint.

5. No oral evidence was adduced by both the parties. The complainant got marked documents as Exs.A1 to A4 and the respondent got marked documents as Exs.B1 and B2 with consent.

6. Heard both sides.

7. **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 seen from the pleadings and documents of both parties, it is not in dispute that the complainant had booked Flat No.CW3-401 in the residential Apartment to be constructed by the respondent at Bachupally, Miyapur, Hyderabad by paying initial booking amount of Rs.50,000/- and thereafter paid amounts in instalments from December, 2016 to July, 2022 totalling to Rs.8,06,875/-. It is also not in dispute that as the complainant could not secure home loan for payment of balance amount to the respondent, in the month of November, 2020, he requested the respondent to cancel the booking of Flat and on 21.01.2022, the respondent cancelled the booking of Flat No.CW3.401 by the complainant, as requested, and

refunded an amount of Rs.5,67,656/- to the complainant by withholding an amount of Rs.2,39,219/- (Rupees Two Lakhs, Thirty Nine Thousand, Two Hundred and Nineteen only) towards cancellation charges. The dispute is with regard to forfeiting an amount of Rs.2,39,219/- (Rs.Two Lakhs, Thirty Nine Thousand, Two Hundred and Nineteen only) by the respondent towards booking cancellation charges and refund of the same together with interest.

8. It is submitted on behalf of the complainant that for refund of Rs.2,39,219/- and for awarding interest on total amount of Rs.8,06,875/- for the delay in refund of the amount, he filed a complaint No.1837/2023 before the Telangana Real Estate Regulatory Authority and the same was allowed. It is further submitted that the complainant had undergone genuine financial hardship on account of loss of employment during Covid-19 pandemic and was in urgent need of funds, which the respondent withheld and the respondent took 13 months time for cancelling the Flat booking and thereafter three (3) years time for refund of the amount. It is further submitted that the complainant made repeated follow ups by sending e-mails, making telephone calls and visiting in person and pursuing the proceedings before the Appellate Authority, thereby he suffered mental agony and undue stress, as such, he filed this complaint and entitled for compensation as claimed.

9. The complainant relied upon the documents marked as Exs.A1 to A4 to prove his claim. Ex.A1 is a bunch of 25 receipts issued by the respondent's authorized signatory on various dates for various amounts acknowledging receipt of amounts in total Rs.8,06,875/-. Ex.A2 is stated to

be a statement showing the journeys made by the complainant during the period from 09.08.2022 to 23.01.2025 to various places, viz., Pune to Hyderabad, Bangalore to Hyderabad, Mumbai to Hyderabad, Kasol (Himachal Pradesh) to Delhi, Shimla-Manali to Gurgaon, Shimla to Hyderabad, Goa to Bangalore, Armoor to Hyderabad and Hyderabad to Bangalore through road transport, air-ways etc by spending different amounts. The complainant failed to explain for what purpose he made all these journeys and relevancy of this statement to the present case. Ex.A3 is a receipt for Rs.50,000/- issued by Bright Ad Legal LLP towards professional fee in CCP No.4 of 2025 on the file of Adjudicating Officer, TG RERA (present case). Ex.A4 is a copy of statement of account of Axis Bank showing sanction of Rs.5,00,000/- loan to the complainant. The complainant failed to explain for what purpose this loan was obtained and relevancy of this statement to the present case.

10. The complainant also relied upon the decision of Haryana Real Estate Regulatory Authority, Gurugram in (1) Shashi Saha and (2) Nilendu Indu Saha vs. M/s.Martial Buildcon Pvt.Ltd., and submitted that following the judgment passed by the Hon'ble Apex Court in "*Newtech Promoters and Developers Pvt.Ltd., vs. State of UP and others*" and reiterated in "*M/s.Sana Realtors Pvt.Ltd., & others vs. Union of India & others*" for granting of compensation under Sections 12, 14, 18 and 19 of the Act, the Adjudicating Officer has power to determine keeping in view the collective reading of Section 71 read with Section 72 of the Act, Haryana Real Estate Regulatory

Authority held that the complainants are entitled for refund of the paid up amounts along with interest.

11. It is submitted on behalf of the respondent that the complainant filed complaint No.1837 of 2023 before Telangana Real Estate Real Regulatory Authority and it was allowed directing the respondent to pay interest to the complainant on the refunded amount of Rs.5,67,675/- for the period from 21.04.2022 to 06.10.2023 and refund the remaining balance amount along with interest at 10.85% per annum. It is further submitted that the respondent filed an appeal in T.A.No.36 of 2024 challenging the order passed by the Telangana Real Estate Regulatory Authority in CC No.1837 of 2023 and during pendency of the appeal, the respondent came forward and deposited an amount of Rs.3,38,815/- (Rs.Three Lakhs, Thirty Eight Thousand, Eight Hundred and Fifteen only) and filed a memo to that effect which the complainant satisfied. It is further submitted that this complaint is filed based on the same cause of action on which CC No.1837 of 2023 was filed with a view to harass the respondent and enrich himself which cannot be permitted and this complaint is liable to be dismissed.

12. The respondent relied upon the documents Exs.B1 and B2 to prove their case. Ex.B1 is copy of order in Complaint No.1837 of 2023 of Telangana Real Estate Regulatory Authority. Ex.B2 is copy of appeal filed before the Hon'ble Telangana Real Estate Appellate Tribunal, Hyderabad.

13. The respondent also relied upon the decision of the Tamilnadu Real Estate Appellate Tribunal in "*G.Magesh and another v. Urbanrise Constructions Pvt.Ltd*", wherein the Appellate Tribunal held that since the

complainants failed to make the entire payment as mentioned in Clause 4(d) of the Construction Agreement, they are not entitled to claim compensation for delay in handing over possession of the Apartment. With regard to rental loss, the complainants have not produced any evidence to establish the said claim. That apart, the delay in handing over possession of the Apartment was only because of the complainants, who failed to make entire payment to the promoter.

14. He also cited another order of the Tamilnadu Real Estate Appellate Tribunal in "*K.Namasivayam vs. Casa Grand Smart Values Homes Pvt.Ltd. & another*" in which the Appellate Tribunal held that *claiming compensation u/s 18 (1) of the Act, which would arise only if the promoter fails to complete or deliver possession by the date specified in the Agreement for Sale. In this case, possession was not handed over because the appellant failed to make the entire payment. In such circumstances, claiming compensation u/s 18 (1) of the Act by the appellant cannot be granted. Further, when the allottee is relying upon Section 18 (1) of the Act, he is bound to comply with Section 19 (6) of the Act strictly. The complainant had failed to make payment inspite of demands and reminders by the respondent. In such circumstances, the complainant is not entitled to claim compensation for the alleged mental agony and hardship.*

15. He also relied upon another order of UP Real Estate Appellate Tribunal in "*Vineet Kumar and another v. Sunshine Infra Heights Pvt.Ltd*", wherein the Appellate Tribunal held that *since the amount has been refunded along with prescribed interest thereon, further additional*

compensation on the strength of the amount mentioned in the bounced cheques is not tenable and lawful. In terms of Section 18 (1) of the Act, on the allottee withdrawing from a delayed/incomplete project is entitled to refund of deposit and interest thereon.

16. The proposition of law laid down in "*Newtech Promoters and Developers Pvt.Ltd., vs. State of UP and others*" that adjudging compensation and interest under Sections 12, 14, 18 and 19 of the Act is within the authority of the Adjudicating Officer is not in dispute. What is to be seen in this case on the facts stated by the complainant whether he is entitled for compensation as claimed. Admittedly, after payment of amount under Ex.A1 receipts totaling to Rs.8,06,875/-, the complainant approached the respondent and expressed his inability to secure Home Loan from the Bank for payment of balance amount of sale consideration and requested for cancellation of booking and for refund of the amount paid by him. As the respondent paid Rs.5,67,675/- (Rs.Five Lakhs, Sixty Seven Thousand, Six Hundred and Seventy Five only) to the complainant forfeiting an amount of Rs.2,39,219/- (Rupees Two Lakhs, Thirty Nine Thousand, Two Hundred and Nineteen only) towards cancellation charges, the complainant filed a complaint in CC No.1837 of 2023 before the Telangana Real Estate Regulatory Authority and the same was allowed directing the respondent to refund with the amount withheld by the respondent and also granting interest on the said amount from 21.04.2022. The respondent though challenged the order in CC No.1873 of 2023 before the Telangana Real Estate Appellate Tribunal, on their own, deposited Rs.3,38,815/- (Rs.Three

Lakhs, Thirty Eight Thousand, Eight Hundred and Fifteen only) and filed a memo to that effect, with which the complainant is also satisfied. Entire grievance of the complainant is that after his request for cancellation of his Flat booking, the respondent took 13 months time to cancel the booking and refunded part of the amount paid by him, withholding Rs.2,39,219/- and he is entitled for refund of the withheld amounts together with interest and interest for the delay period on the amount refunded, which was complied with the order of Authority. Therefore, no amount is due to be paid by the respondent to the complainant as per the said order of Appellate Tribunal.

17. As per the case law cited by the Counsel for the respondent, as the complainant failed to make payment of sale consideration amount in full to the respondent and requested for cancellation of booking and received the amount paid by him together with interest, he is not entitled for any compensation. The Point is answered accordingly.

POINT No.2:

18. In the result, the complaint is dismissed. Parties to bear their own costs.

Dictated to the Court Officer, transcribed by him, corrected and pronounced by me in open Court on this, the 27th 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	…	Copies of payment receipts.
Ex.A2	…	Copy of past journey details.
Ex.A3	Dt.24.03.2025	Copy of Proforma of Invoice issued by Bright Ad Legal LLP.
Ex.A4	Dt.05.03.2025	Copy of Statement of Account issued by Axis Bank.

EXHIBITS MARKED FOR RESPONDENT by consent

Ex.B1	Dt.20.08.2024	Copy of order passed by TG RERA in Complaint No.1837 of 2023.
Ex.B2	Dt.15.10.2024	Copy of appeal preferred before the Hon'ble Telangana Real Estate Appellate Tribunal, Hyderabad against the order passed by the TG RERA in Complaint No.1837/2023, dated: 20.08.2024.

ADJUDICATING OFFICER,
TG RERA: HYDERABAD.

C.