

**BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY**

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

**Complaint No. 483 of 2025**

**Dated: 28<sup>th</sup> March, 2026**

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

**1. Mayur Jain,**

**2. Arushi Jain,**

*R/o: C-1003, Vertex Panache, Behind Akshay Patra Foundation, Kokapet, Hyderabad - 500075,*

*...Complainant*

*Versus*

**M/s Janapriya Engineers Syndicate Private Limited,**

*Rep by its Chairman Sri. K. Ravinder Reddy,*

*O/o: 8-2-120/86/1, Plot No. 11 & 12, Keerthi Pride Tower, Road No. 2, banjara Hills, Hyderabad - 500034*

*...Respondent*

The present matter filed by the Complainant mentioned herein above came up for hearing before this Authority in the presence of the Complainant in person and the Counsels for Respondent, A. Tulsi Raj Gokul, Bindu M, Veer Prakash Jaiswal, P. Akhileswar, M. Praveen Kumar Reddy, V. R. Mallika, and upon hearing the submissions of both the parties, 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 "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 appropriate relief(s) against the Respondents.

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

3. It is Submitted that the Complainant booked Unit No. C-1717 in the project known as Janapriya Unnati, situated at Isnapur, on 29.01.2023. Due to delay and lack of communication, the Complainant cancelled the said booking on 30.06.2025.

4. It is stated that the Complainant informed the Respondent about the cancellation through official emails. The Complainant has also submitted complete payment receipts to the

Respondent and has sent multiple follow-up communications through email and WhatsApp. However, no confirmation has been received from the Respondent.

5. It is stated that the Respondent has informally conveyed that the refund would be processed either within 90 days or after the unit is sold, whichever is later. The Complainant contends that the said condition is unreasonable and that the refund ought to be processed within 90 days from the date of cancellation, irrespective of the resale of the unit.

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

6. Accordingly, the Complainant sought the following reliefs:

- i. *Direct the Respondent to refund the entire amount of Rs.33,06,982/- along with applicable interest for the delay. Out of this amount, Rs.9,06,105/- was paid through online transactions and Rs.24,00,877/- was paid through a home loan.*
- ii. *And to ensure the refund is completed within 90 days from the date of cancellation (I.e., by 28<sup>th</sup> September 2025).*

**C. Counter on behalf of Respondent:**

7. The Respondent submits that the present Complaint filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016 is not maintainable either in law or on facts and is liable to be dismissed at the threshold. It is submitted that the Complainants themselves voluntarily cancelled the booking of Unit No. C-1717 in the project “Janapriya Unnati”, Isnapur, vide email dated 30.06.2025, and thereafter addressed multiple communications to the Respondent as well as to their lender, Bajaj Housing Finance Ltd., seeking coordination for refund and loan closure.

8. According to the Respondent, there is no dispute with regard to cancellation, possession, or any default on its part, and the only issue raised pertains to refund after voluntary cancellation, which is governed entirely by the registered Agreement of Sale and applicable RERA Rules, binding on the Complainants.

9. It is further submitted that the Complaint involves interpretation of contractual refund clauses and issues relating to loan repayment with the financier, which fall outside the limited jurisdiction of this Authority, and reliance is placed on *Booz Allen & Hamilton Inc. v. SBI Home Finance Ltd.*, (2011) 5 SCC 532 and *Neha Saini v. AIPL, RERA Punjab*, Complaint No.171 of

2022, wherein it was held that refund disputes arising out of voluntary cancellation are contractual in nature and do not attract Section 18 of the Act.

10. The Respondent submits that the Complainant booked Unit No. C-1717 on 29.01.2023 and executed an Agreement of Sale, pursuant to which payments amounting to approximately ₹33,06,982/- were made partly by the Complainant and partly through Bajaj Housing Finance Ltd., which were duly acknowledged. It is submitted that during the period from June to August 2025, the Complainant unilaterally cancelled the booking, citing personal financial constraints in email dated 15.08.2025, and sought refund.

11. The Respondent states that the Complainant was informed vide email dated 08.07.2025 that, as per Clause 7 of the Agreement of Sale and RERA guidelines, refund would be processed within 90 days from the date of resale of the flat or within 90 days from the date of receipt of cancellation, whichever is later, and that no interest is payable in such circumstances. The Respondent submits that the Complainant has misconstrued the said contractual clause as unfair and has sought refund with interest under Section 18(1) of the Act, though the cancellation was self-initiated and not on account of any delay or non-performance by the Respondent. It is submitted that Section 18(1) applies only where the promoter fails to complete or hand over possession within the agreed time, whereas in the present case the Complainant voluntarily withdrew from the project, and therefore the refund is governed solely by the contractual terms. In support, reliance is placed on *M/s. Experion Developers Pvt. Ltd. v. Sushma Ashok Shiroor*, (2022) 6 SCC 659 and *DLF Home Developers Ltd. v. Capital Greens Flat Buyers Association*, (2021) 3 SCC 346.

12. The Respondent further submits that refund clauses making payment contingent upon resale are contractually valid and have been upheld by regulatory authorities, including in *M/s. TDI Infrastructure Ltd. v. RERA Haryana*, 2021 SCC OnLine HRERA 37 and *M/s. Puravankara Projects Ltd. v. RERA Karnataka*, Appeal No. APL-25 of 2020. It is submitted that the allegations of deficiency of service or unfair trade practice are baseless, as the Complainant has not produced any material to establish delay in construction or default by the Respondent, and all demands were raised in accordance with construction progress as per RERA registration. The Respondent submits that allegations of lack of communication are unfounded, as refund coordination was initiated and acknowledged, including as admitted by the Complainant in email dated 13.08.2025, wherein it was stated that the Respondent had

acknowledged cancellation and undertaken to expedite resale to facilitate refund to Bajaj Housing Finance Ltd.

13. It is further submitted that under the tripartite loan arrangement, any refund of the disbursed amount is required to be made directly to the financier. The Respondent states that the project “Janapriya Unnati” is duly registered under RERA bearing Project Registration No. P01100017970, that statutory compliances are being regularly made, and that there is no violation of Sections 3, 4, or 11 of the Act. It is finally submitted that the Complainant, having voluntarily cancelled the booking, is not entitled to refund with interest or penalty, and that the Respondent is willing to process the refund strictly in accordance with the Agreement of Sale, i.e., within 90 days from resale, without prejudice to its rights.

14. In view of the above submissions, it is prayed that this Hon’ble Authority may be pleased to: dismiss the Complaint as not maintainable under Section 31 of the Act; hold that Section 18(1) of the Act is not applicable to cases of voluntary cancellation; uphold the contractual refund clause making refund conditional upon resale; reject the claim for interest or compensation; and pass such other order(s) as this Hon’ble Authority may deem fit and proper in the interest of justice.

**D. Rejoinder filed on behalf of Complainants:**

15. The Complainants submit that the present Complaint is fully maintainable under Sections 31 and 18 of the Real Estate (Regulation and Development) Act, 2016, and the Respondent’s objection regarding maintainability is false and misleading. It is submitted that the project is still under construction and that the possession date was repeatedly postponed by the Respondent without any written communication. According to the Complainants, the Respondent failed to provide accurate possession timelines, failed to issue written responses to emails, failed to honour discussions relating to compensation, failed to respond to follow-ups, and failed to provide proper customer service, thereby violating its statutory obligations under Sections 11 and 12 of the Act.

16. It is submitted that the allegation that the Complainants “voluntarily cancelled” the flat is misleading, as the cancellation was a direct consequence of persistent delay, lack of communication, and misleading assurances made by the Respondent, all of which constitute deficiency of service under the Act. The Complainants submit that the Respondent has selectively relied upon certain emails while ignoring several unanswered emails, delayed replies, and contradictory possession timelines conveyed verbally and through phone calls.

17. The Complainants submit that they booked Unit No. C-1717 and made all payments, both from personal funds and through a bank loan, strictly in accordance with every demand raised by the Respondent, and that not a single default was committed by them, which fact is admitted by both the Respondent and the lender. It is submitted that from 2023 to 2025, the Complainants repeatedly raised concerns regarding absence of any written confirmation of possession date, contradictory verbal possession timelines, lack of written replies to emails, false assurances by the sales team regarding compensation for delays, and failure to acknowledge concerns relating to construction progress, all of which were ignored by the Respondent.

18. It is submitted that the cancellation email dated 30.06.2025 was not a voluntary withdrawal but was compelled due to the Respondent's continuous non-responsiveness and failure to perform its contractual obligations. The Complainants submit that the Respondent's assertion that there was no delay, deficiency, or unfair trade practice is incorrect, as delay and deficiency are evident from repeated shifting of possession timelines, absence of written replies to delay-related queries, lack of escalation or resolution despite reminders, verbal assurances of compensation followed by silence, and forcing the Complainants to repeatedly follow up without clarity.

19. It is submitted that the Respondent's reliance on Clause 7 of the Agreement of Sale for refund is misplaced, as a contractual refund clause cannot override the mandatory obligations under the Act where the cancellation was caused by delay, silence, and misleading representations attributable to the builder. The Complainants submit that Section 18(1) of the Act is applicable, as possession was not delivered within the agreed timeline and the Respondent failed to provide updated timelines or construction progress.

20. It is submitted that voluntary cancellation occurs only where the allottee withdraws without any fault on the part of the promoter, whereas in the present case, the withdrawal was directly caused by the Respondent's failure in service, communication, transparency, and adherence to timelines. The Complainants submit that the judgments relied upon by the Respondent relate to cases where buyers withdrew without any default on the part of the builder, whereas in the present case the Respondent has defaulted in service and statutory obligations. It is submitted that failure to respond to repeated customer emails itself constitutes breach of obligations under Sections 11(4)(a), 11(4)(b), and Section 12 of the Act, and no

promoter can refuse to provide written replies and later claim that there was no deficiency or unfair trade practice.

21. The Complainants submit that at the time of booking, the Respondent expressly mentioned in the Booking Form that possession would be handed over by August/September 2024, which written commitment induced the Complainants to proceed with the booking, avail a bank loan, and make timely payments. It is submitted that despite this commitment, the Respondent failed to hand over possession by August/September 2024 and also failed to issue any formal written communication seeking extension of time or providing revised timelines, which is mandatory under the Act. The Complainants submit that despite repeated requests for clarity, the Respondent gave shifting and contradictory verbal timelines, including March 2025, June 2025, and September/October 2025, none of which were ever communicated in writing, amounting to misleading representation under Section 12 of the Act. It is further submitted that the Respondent urged the Complainants to complete registration of the flat while assuring possession by June 2025, which demonstrates that the Respondent was aware of the delay but deliberately avoided issuing written commitments to evade liability under Section 18.

22. It is submitted that while the Agreement of Sale mentions only the overall project completion date of December 2026, it does not specify the unit-specific possession date for Flat No. C-1717, on the ground that the same was mentioned in the Booking Form. The Complainants submit that this omission is contrary to Rule 5 of the Telangana Real Estate (Regulation and Development) Rules, 2017, which mandates that the Agreement of Sale be in the prescribed format and include the unit-specific possession date, rendering the Agreement non-compliant with law. It is submitted that the possession date mentioned in the Booking Form, i.e., August/September 2024, must therefore be treated as the agreed date of possession, as it is the only written possession date ever provided, formed the basis for securing the bank loan and making payments, and was never revised in writing despite repeated requests.

23. The Complainants submit that the Respondent has consistently evaded emails and relied solely on verbal assurances, which amounts to deficiency of service, misleading representation under Section 12, violation of Sections 11(4)(a) and 11(4)(b), and unfair trade practice under the Act.

24. The Complainants submit that they will rely upon documentary evidence including unanswered emails, emails seeking possession clarification, WhatsApp and call logs

evidencing contradictory timelines, emails acknowledging cancellation, and records evidencing timely payments without default.

25. In view of the above, the Complainants pray that the Respondent's counter be rejected, that the cancellation be held to be caused by the Respondent's delay and non-responsiveness, that Section 18(1) be applied, and that the Respondent be directed to refund the amounts paid along with interest within a fixed time frame, along with such other orders as deemed fit in the interest of justice.

**E. Points to be determined:**

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

I. Whether the Complainant is entitled to the relief sought? If so, to what extent?

**F. Observations of the Authority:**

27. This Authority has carefully considered the pleadings, documents placed on record, and the rival submissions advanced by the both the parties. It is not in dispute that the Complainant booked Unit No. C-1717 in the project "Janapriya Unnati", Isnapur, on 29.01.2023 and subsequently cancelled the said booking on 30.06.2025. It is also not disputed that payments aggregating to ₹33,06,982/- were made partly by the Complainant and partly through a home loan from Bajaj Housing Finance Ltd., and that the Respondent acknowledged receipt of the said amounts. The factum of cancellation by the Complainant is admitted by both parties.

28. The Complainant's case is that the cancellation was compelled due to delay, lack of communication, absence of written possession timelines, and shifting verbal assurances allegedly given by the Respondent, which according to the Complainant amount to deficiency of service and misleading representation under Sections 11 and 12 of the Real Estate (Regulation and Development) Act, 2016. The Complainant contends that the Respondent informally stated that refund would be processed either within 90 days or after resale of the unit, whichever is later, and asserts that such a condition is unreasonable. On this basis, the Complainant seeks refund of the entire amount along with interest and a direction that the refund be completed within 90 days from the date of cancellation.

29. The Respondent, on the other hand, contends that the cancellation was voluntary and self-initiated by the Complainant and that there is no dispute with respect to possession, construction, or any default on the part of the Respondent. It is submitted that the only issue

raised pertains to refund after voluntary cancellation, which is governed by the Agreement of Sale and applicable RERA Rules. The Respondent asserts that Section 18(1) of the Act is not attracted, as the said provision applies only where the promoter fails to complete or hand over possession within the agreed time, which has not occurred in the present case. The Respondent further submits that the project is duly registered under RERA bearing Registration No. P01100017970, that statutory compliances are being regularly made, and that refund clauses linking payment to resale are contractually valid.

30. Therefore, the principal question that arises for consideration is whether the Complainant's cancellation can be attributed to any failure or default on the part of the Respondent so as to attract the provisions of Section 18(1) of the Real Estate (Regulation and Development) Act, 2016.

31. Upon examination of the Agreement of Sale placed on record, it is observed that Clause 1.8 thereof defines the "completion date" of the project as 12.10.2026. It is further observed that the project "Janapriya Unnati" is registered with this Authority vide Registration Number P01100003067, and that the validity of the RERA registration extends up to 12.10.2026. Additionally, the Form-B declaration submitted by the Respondent and uploaded on the project webpage maintained with this Authority discloses that the Respondent has declared 30.03.2027 as the date by which it undertakes to complete the project. These disclosures form part of the statutory information available in the public domain under the RE(R&D) Act.

32. From the above, it is evident that the project was not contractually or statutorily due for completion as on the date of cancellation, i.e., 30.06.2025. It is also an admitted position that the Agreement of Sale does not specify a unit-specific date of possession for Unit No. C-1717. In the absence of such a specific possession date, the completion date stipulated in the Agreement of Sale, read with the project registration validity under RERA, governs the timeline for delivery of possession.

33. The Complainant has sought to rely upon possession timelines allegedly mentioned in the Booking Form and on certain verbal assurances said to have been given by the Respondent. However, it is observed that the Agreement of Sale constitutes the binding contractual document governing the rights and obligations of the parties, as it was subsequently executed and mutually agreed upon by both parties. Once the parties have entered into a duly executed Agreement of Sale, the terms contained therein prevail and supersede any prior communications, representations, or preliminary understandings, unless the same are expressly

incorporated into the Agreement itself. The Complainant, having executed the Agreement of Sale with full knowledge of the completion and possession timelines stipulated therein, was under an obligation to duly examine and accept the contractual terms before entering into the transaction, and cannot subsequently rely upon earlier representations that stand overridden by the executed Agreement.

34. With regard to the allegation that the Agreement of Sale is non-compliant on the ground that it does not mention a unit-specific possession date, it is observed that while the Telangana Real Estate (Regulation and Development) Rules, 2017 prescribe a format for the Agreement of Sale, the absence of a separate unit-specific possession date, when a clear project completion date is stipulated and disclosed under RERA, does not by itself render the Agreement void or illegal, particularly in the absence of any finding by this Authority that the Agreement violates mandatory statutory provisions.

35. The contention of the Complainant that the cancellation was compelled due to lack of communication and deficiency of service has also been examined. While effective communication is an expected obligation of a promoter, the record indicates that communications regarding cancellation and refund were acknowledged and addressed by the Respondent. The Complainant has not produced material to show that the Respondent abandoned the project, ceased construction, or refused to perform its obligations under the Agreement of Sale.

36. Section 18(1) of the RE(R&D) Act confers a right of refund with interest only where the promoter fails to complete or is unable to give possession of the apartment in accordance with the terms of the agreement for sale. In the present case, as the cancellation was effected on 30.06.2025, much prior to the contractual completion date of 12.10.2026, and in the absence of proof of promoter default, the cancellation cannot be treated as one occasioned by failure on the part of the Respondent. The cancellation, therefore, falls within the category of voluntary withdrawal.

37. At this juncture, it is relevant to note that Clause 7.5 of the Model Agreement of Sale prescribed under the Telangana Real Estate (Regulation and Development) Rules, 2017 provides that where an allottee proposes to cancel or withdraw from the project without any fault of the promoter, the promoter is entitled to forfeit the booking amount, and the balance amount paid shall be refunded to the allottee within three months of such cancellation or at the time when the promoter is able to resell the apartment to another purchaser, whichever is later.

It is observed that the Respondent has incorporated a clause in pari materia in the Agreement of Sale executed with the Complainant.

38. Once the cancellation is held to be voluntary, the refund is necessarily governed by the contractual terms agreed between the parties. The RE(R&D) Act does not mandate refund with interest in cases of voluntary cancellation where Section 18 is not attracted. Therefore, the Complainant's challenge to the refund clause cannot be sustained in the absence of any statutory prohibition.

39. However, the contention of the Respondent that the refund is payable within 90 days only after resale of the subject unit, without any definitive timeline, cannot be accepted. In this regard, Clause 7.5 of the Model Agreement of Sale prescribed under the Telangana Real Estate (Regulation and Development) Rules, 2017 clearly provides that the refund shall be made within 90 days from the date of cancellation or upon resale of the unit, whichever is later, and the said clause cannot be interpreted to permit the promoter to retain the amounts paid by an allottee for an unreasonably prolonged and indeterminate period. Therefore, this Authority is not inclined to accept the Respondent's contention that refund can be indefinitely deferred on the ground of non-resale of the subject unit.

40. In the present case, it is an admitted position that the cancellation was effected on 30.06.2025, and the Respondent acknowledged the same and communicated the applicable refund terms vide email dated 08.07.2025. Even if the outer limit of 90 days is computed from the said date, the period expired by 06.10.2025. As on the date of this Order, no material has been placed on record by the Respondent to demonstrate that the unit has been resold, nor has any documentary evidence been produced to show bona fide steps taken towards such resale or processing of refund.

41. This Authority is of the considered view that the Respondent, having failed to either effect resale within a reasonable time or refund the amounts within the stipulated 90 days, cannot continue to withhold the Complainant's money under the guise of a contractual clause. Such conduct defeats the very objective of the RE(R&D) Act, which seeks to ensure fairness, transparency, and protection of allottees

42. Accordingly, while it is held that the Complainant is not entitled to invoke Section 18(1) of the RE(R&D) Act, 2016 in view of the voluntary nature of the cancellation, the Respondent is hereby directed to refund the balance amount payable to the Complainant, to the bank within a period of 30 days from the date of this Order.

43. In the event of failure to comply within the aforesaid period, the said amount shall carry interest at the rate prescribed under the Rules, from the expiry of 90 days from the date of cancellation (i.e., from 29.09.2025) till the date of actual realization.

44. 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

