

TELANGANA REAL ESTATE APPELLATE TRIBUNAL: HYDERABAD

Krishna Hostel, First Floor, Dr. MCR HRD Institute Campus, Road No.25,
MP & MLAs Colony, Jubilee Hills, Hyderabad-500 033.

CORAM: Hon'ble Sri Justice A. Santhosh Reddy, Chairperson.
Hon'ble Sri P. Pradeep Kumar Reddy, Judicial Member.

I.A.No. 01 of 2026 in T.A.No. 61 of 2026

AND

I.A.No. 01 of 2026 in T.A.No. 62 of 2026

AND

I.A.No.01 of 2026 in T.A.No. 63 of 2026

AND

I.A.No.01 of 2026 in T.A.No. 64 of 2026

AND

I.A.No.01 of 2026 in T.A.No. 65 of 2026

I.A.No. 01 of 2026 in T.A.No. 61 of 2026

Between:

Thattipalli Shankar Babu, S/o T.Laxminarayana,
48 years, Business, H.No.6-10-89, Ganesh Basthi,
Kothagudem, Khammam District - 507101.

...Applicant/ Appellant/ Complainant

AND

- 1.N.V.Subba Rao represented by its GPA holder
M/s Shremukh Namitha Homes Pvt. Ltd.,
Plot No.1224, Road No.62, Jubilee Hills,
Hyderabad.
- 2.Gokaraju Sita Devi, F Block-802, Trendset Winz
Apartment, Nanakramguda, Hyderabad.
- 3.Namitha Builders represented by its partner
K.Srikanth, Flat No.1B, 6-3-34, Nivee Pradham,
Dwarkapuri Colony, Panjagutta, Hyderabad.
- 4.M/s Shreemukh Namitha Homes Private Ltd.,
Represented by its Director K.Srikanth,

- Office at Flat No.1B, 6-3-34, Nivee Pradham,
Dwarakapuri colony, Punjagutta, Hyderabad.
5. K.Srikanth, Flat No.1B, 6-3-34, Nivee Pradham,
Dwarakapuri colony, Punjagutta, Hyderabad.
6. Vijay Kumar, Villa No.32, Luxura Greens,
Kendriya Vidyalaya, New Bowenpally,
Secunderabad.

...Respondents/Promoters

I.A.No. 01 of 2026 in T.A.No. 62 of 2026

Between:

Thattipalli Rohith S/o Venkateshwar Rao,
30 years, Business, H.No.6-10-88, Ganesh Basthi,
Kothagudem, Khammam District - 507101.

...Applicant/ Appellant/ Complainant

AND

- 1.N.V.Subba Rao represented by its GPA holder
M/s Shreemukh Namitha Homes Pvt. Ltd.,
Plot No.1224, Road No.62, Jubilee Hills,
Hyderabad.
- 2.Gokaraju Sita Devi, F Block-802, Trendset Winz
Apartment, Nanakramguda, Hyderabad.
- 3.Namitha Builders represented by its partner
K.Srikanth, Flat No.1B, 6-3-34, Nivee Pradham,
Dwarakapuri Colony, Punjagutta, Hyderabad.
- 4.M/s Shreemukh Namitha Homes Private Ltd.,
Represented by its Director K.Srikanth,
Office at Flat No.1B, 6-3-34, Nivee Pradham,
Dwarakapuri colony, Punjagutta, Hyderabad.
5. K.Srikanth, Flat No.1B, 6-3-34, Nivee Pradham,
Dwarakapuri colony, Punjagutta, Hyderabad.
6. Vijay Kumar, Villa No.32, Luxura Greens,
Kendriya Vidyalaya, New Bowenpally,
Secunderabad.

...Respondents/Promoters

I.A.No. 01 of 2026 in T.A.No. 63 of 2026

Between:

Radhika Thatipalli W/o Gella Ganesh Kumar,
40 years, represented by GPA holder Thatipalli
Shanker Babu, S/o Laxmi Narayana, Flat No.807,
Block 2B, SMR Vinay City, Bollaram road,
Opposite Naren Gardens, Miyapur, Hyderabad- 500049.

...Applicant/ Appellant/ Complainant

AND

- 1.N.V.Subba Rao represented by its GPA holder
M/s Shreemukh Namitha Homes Pvt. Ltd.,
Plot No.1224, Road No.62, Jubilee Hills,
Hyderabad.
- 2.Gokaraju Sita Devi, F Block-802, Trendset Winz
Apartment, Nanakramguda, Hyderabad.
- 3.Namitha Builders represented by its partner
K.Srikanth, Flat No.1B, 6-3-34, Nivee Pradham,
Dwarkapuri Colony, Punjagutta, Hyderabad.
- 4.M/s Shreemukh Namitha Homes Private Ltd.,
Represented by its Director K.Srikanth,
Office at Flat No.1B, 6-3-34, Nivee Pradham,
Dwarakapuri colony, Punjagutta, Hyderabad.
5. K.Srikanth, Flat No.1B, 6-3-34, Nivee Pradham,
Dwarakapuri colony, Punjagutta, Hyderabad.
- 6.Vijay Kumar, Villa No.32, Luxura Greens,
Kendriya Vidyalaya, New Bowenpally,
Secunderabad.

...Respondents/Promoters

I.A.No. 01 of 2026 in T.A.No. 64 of 2026**Between:**

Gande Sowmya, W/o Gande Venkata Satyanarayana,
39 years, H.No.5-5-62, Kooli Line, Kothegeudem,
Kothagudem Colls, Khammam – 507101.

...Applicant/ Appellant/ Complainant

AND

- 1.N.V.Subba Rao represented by its GPA holder
M/s Shreemukh Namitha Homes Pvt. Ltd.,
Plot No.1224, Road No.62, Jubilee Hills, Hyderabad.
- 2.Gokaraju Sita Devi, F Block-802, Trendset Winz
Apartment, Nanakramguda, Hyderabad.
- 3.Namitha Builders represented by its partner
K.Srikanth, Flat No.1B, 6-3-34, Nivee Pradham,
Dwarkapuri Colony, Punjagutta, Hyderabad.
- 4.M/s Shreemukh Namitha Homes Private Ltd.,
Represented by its Director K.Srikanth,
Office at Flat No.1B, 6-3-34, Nivee Pradham,
Dwarakapuri colony, Punjagutta, Hyderabad.
5. K.Srikanth, Flat No.1B, 6-3-34, Nivee Pradham,
Dwarakapuri colony, Punjagutta, Hyderabad.
- 6.Vijay Kumar, Villa No.32, Luxura Greens,
Kendriya Vidyalaya, New Bowenpally,
Secunderabad - 500011.

...Respondents/Promoters

I.A.No. 01 of 2026 in T.A.No. 65 of 2026**Between:**

Gande Venkata Satyanarayana, Gande Venkataiah,
52 years, H.No.2-22-299, #1, SS VS, Plot No.18,
Bhagyanagar Co-operative Society, Opp. Prathima hospital,
KPHB Colony, Kukatpally, Hyderabad – 500 072.

...Applicant/ Appellant/ Complainant

AND

- 1.N.V.Subba Rao represented by its GPA holder
M/s Shreemukh Namitha Homes Pvt. Ltd.,
Plot No.1224, Road No.62, Jubilee Hills,
Hyderabad.
- 2.Gokaraju Sita Devi, F Block-802, Trendset Winz
Apartment, Nanakramguda, Hyderabad.
- 3.Namitha Builders represented by its partner
K.Srikanth, Flat No.1B, 6-3-34, Nivee Pradham,
Dwarkapuri Colony, Punjagutta, Hyderabad.
- 4.M/s Shreemukh Namitha Homes Private Ltd.,
Represented by its Director K.Srikanth,
Office at Flat No.1B, 6-3-34, Nivee Pradham,
Dwarakapuri colony, Punjagutta, Hyderabad.
5. K.Srikanth, Flat No.1B, 6-3-34, Nivee Pradham,
Dwarakapuri colony, Punjagutta, Hyderabad.
- 6.Vijay Kumar, Villa No.32, Luxura Greens,
Kendriya Vidyalaya, New Bowenpally,
Secunderabad - 500011.

...Respondents/Promoters

Counsel for Appellants : S.Harinath Reddy & Smt.B.Kavitha

Counsel for Respondent No.4 : Ekant Hiranandani

Date of Decision : 29.06.2026

COMMON ORDER: *(Per Hon'ble Sri Justice A. Santhosh Reddy)*

All these five applications are being disposed of by this common order since the parties and subject matter are one and the same.

2. Applicants/appellants/complainants filed the aforesaid applications under Section 44 (3) of the Real Estate (Regulation and Development) Act, 2016 (for brevity 'the Act') seeking to grant an interim injunction restraining the respondents, their agents, representatives or assignees from alienating, transferring, selling or creating any third-party rights or encumbrances whatsoever over the subject property i.e., Flat No.1008 (10th Floor); Flat No.908 (9th Floor & Unit No.8); Flat No.1508 (15th Floor & Unit No.8); Flat No.1105 (11th Floor & Unit No.5) and Flat No.1104 (11th Floor & Unit No.4) in the project 'Namitha 360 Life' situated in Sy.Nos.12/Part and 13/Part, Izzatnagar village, Serilingampally Mandal, GHMC, Ranga Reddy District, pending disposal of the appeals.

3. In the affidavits filed in support of the applications, it is stated by the applicants that they have filed the present appeals against the Common Order, dated 08.04.2026, passed by the Telangana Real Estate Regulatory Authority, Hyderabad (for short 'the Regulatory Authority') in Complaint Nos. 151, 152, 153, 154 and 155 of 2024, wherein the said

Complaints filed by them have been dismissed. It is stated that respondent No.4/Shreemukh Namitha Homes Private Limited company executed valid agreements of sale dated 24.06.2020 in respect of Complaint Nos.151 and 152 of 2024; 05.12.2020 in respect of Complaint Nos.153 and 154 of 2024 and 01.02.2021 in respect of Complaint No.155 of 2024 in favour of the respective applicants. It is further stated that the learned Regulatory Authority has held that the agreements of sale were validly executed by the authorized corporate signatories i.e., respondents 5 and 6. Furthermore, schedule 'C' of the said agreements of sale contains an unequivocal admission by the Company that the entire sale consideration amounts have been received. Despite such documentary evidence, the learned Regulatory Authority erroneously shifted the burden of proof upon the applicants to provide separate bank tracing evidence completely ignoring the absolute contractual acknowledgment of receipt of funds. It is further stated that the conduct of respondents' reeks of *mala fides* and is an attempt to defeat their legitimate rights to the property. Even though the agreements of sale were executed in the year 2020, respondent No.4 remained silent for over three years and now raised a dispute regarding the receipt of sale considerations through a notice dated 03.07.2023. It is further stated that while the complaints were

pending adjudication, the Regulatory Authority had granted an interim order protecting the subject Flats from alienation and consequently the said interim order stood vacated in view of dismissal of the Complaints on 08.04.2026. It is further stated that balance of convenience lies in their favour and that if this Tribunal does not grant an interim injunction, the respondents will likely to alienate, transfer or create third-party rights over the subject Flats during the pendency of the appeals and as such it would cause irreparable loss and injury to the applicants. Hence, it is prayed to grant an interim injunction as prayed for.

4. No Counter-affidavit has been filed on behalf of the respondents.
5. Learned Counsel for the applicants/appellants submitted that the applicants are the allottees with a common interest in the project and schedule 'C' of the agreements of sale executed by the 4th respondent company in favour of the applicants contains an explicit admission by the Company that entire sale consideration has been received from the applicants. He has further submitted that *prima facie case*, balance of convenience lies in favour of the applicants. He has further submitted that during the pendency of the Complaints, the learned Regulatory Authority had granted an interim order protecting the subject Flats from alienation and thereafter the said interim order has been vacated in view of dismissal

of the Complaints. He has further submitted that if this Tribunal does not grant an interim injunction, the respondents may alienate, transfer or create third-party rights over the Flats in question and, therefore, to grant interim injunction as prayed for.

6. Learned Counsel for respondent No.4 vehemently opposed the grant of interim injunction in favour of the applicants, as they failed to make out a *prima facie* case and balance of convenience is also not in their favour. The purported agreements of sale are invalid and have been brought into existence due to a fraud played by respondent No.6 in collusion with the applicants against the Company and respondent No.5. He has further submitted that the applicants have failed to produce any material evidence to show that they have transferred the entire sale consideration amounts as per the agreements of sale. He has further submitted that respondent No.4, after conducting an internal audit of its accounts, had come to know that the sale considerations in respect of the subject Flats alleged to have been paid by the applicants were not credited to Company's escrow account, as per Clause 2.1 of the Agreements of sale and as such a notice, dated 03.07.2023, was issued to the applicants.

7. Learned Counsel for respondent No.4 further submitted that the learned Regulatory Authority has rightly dismissed the Complaints filed

by the applicants on the ground that they have failed to establish payments of the agreed sale considerations by way of reliable and sufficient documentary evidence as required under the agreements of sale and the provisions of the Act and as such they are not entitled to any interim relief. He has further submitted that mere reliance on the wordings of agreements of sale at schedule 'C' stating that 'sale consideration payments were paid by the allottees in total' will not absolve the applicants from their obligation to show that actual considerations were paid to the Company's escrow account. Therefore, he prayed that the applications filed by the applicants/appellants for grant of interim injunction are liable to be dismissed.

8. We have heard the learned Counsel appearing for the applicants/appellants as well as the learned Counsel for respondent No.4 and have gone through the entire material placed on record.

9. The point that arises for consideration in these applications is as under:

"Whether the applicants/appellants are entitled for interim injunction as prayed for?"

POINT ::

10. The applicants/appellants claim that valid agreements for sale were executed in their favour by respondent No.4 company duly signed by its

directors i.e., respondents 5 and 6, for purchase of subject Flats in the project 'Namitha 360 Life', however, despite receipt of entire sale consideration amounts, respondent No.4 failed to handover possession of the same. The applicants express apprehension that the respondents may alienate, transfer or create third-party interests over the subject property agreed to be sold to them during the pendency of appeals and as such they prayed this Tribunal to grant interim injunction as prayed for. The applicants further claim that they have a strong case, on merits, and *prima facie* case, balance of convenience lies in their favour and if the interim injunction is not granted, they will suffer irreparable loss and injury.

11. Respondent No.4 company claims that the purported agreements of sale dated 26.06.2020, 05.12.2020 and 01.02.2021 are invalid and have been brought into existence due to a fraud played by respondent No.6 in collusion with the applicants against the Company and respondent No.5, who has been induced by respondent No.6 to sign on the agreements of sale on the pretext that the applicants would transfer the alleged sale consideration amounts as reflected in the agreements of sale into the Company's escrow account of the project. Further, the applicants failed to produce any material evidence to show that they have transferred the entire sale consideration amounts to the Company's account, as per the

agreements of sale. Therefore, the applicants failed to make out a *prima facie* case and balance of convenience is also not in their favour and as such they are not entitled for any interim injunction.

12. The grant of an interim injunction is an equitable, discretionary remedy aimed at preserving the status quo and preventing irreparable harm pending a full trial. Before granting an interim injunction, the applicant must prove three fundamental conditions viz., Prima facie case, balance of convenience and irreparable injury or loss that cannot be adequately compensated by damages.

13. A plain reading of the recitals of agreements of sale at schedule 'C' would unequivocally disclose that entire sale consideration amounts were paid by the applicants/allottees and the developer acknowledged the same towards full and final payments. A perusal of the record further discloses that though the agreements of sale were executed in the year 2020, respondent No.4 raised a dispute regarding the receipt of sale consideration amounts through a notice, dated 03.07.2023, after a lapse of three years. The record further discloses that the agreement of sale in respect of each complaint bears the signature of respondent No.5, Managing Director and respondent No.6, the then Director on behalf of respondent No.4 company. It is on record that as per the Board Resolution

dated 29.11.2019, both respondents 5 and 6 were jointly authorized to sign documents on behalf of the Company. It appears that there is an internal dispute between the two promoter-directors of respondent No.4, both of whom were authorized to sign the documents on behalf of the company. Therefore, we are of the view that the disputed questions of fact or mixed questions of law and fact cannot be adjudicated summarily at this stage as the same can be decided at the time of final disposal of the appeals.

14. It is pertinent to note that during the pendency of the Complaints, the learned Regulatory Authority had granted an interim order protecting the subject Flats from alienation and thereafter the said interim order has been vacated in view of dismissal of the Complaints.

15. Having regard to the facts and circumstances of the case and keeping in view that the applicants/appellants have made out a *prima facie case*, balance of convenience and irreparable injury that cannot be adequately compensated by damages and also if interim injunction is not granted, the respondents may alienate, transfer or create third-party rights over the Flats in question, we are inclined to grant interim injunction as prayed for by the applicants/appellants.

16. Accordingly, all these five applications are allowed and there shall be an interim injunction restraining the respondents, their agents, representatives or assignees from alienating transferring, selling or creating any third-party rights or encumbrances whatsoever over the subject property i.e., Flat No.1008 (10th Floor); Flat No.908 (9th Floor & Unit No.8); Flat No.1508 (15th Floor & Unit No.8); Flat No.1105 (11th Floor & Unit No.5) and Flat No.1104 (11th Floor & Unit No.4) in the project 'Namitha 360 Life' situated in Sy.Nos.12/Part and 13/Part, Izzatnagar village, Serilingampally Mandal, GHMC, Ranga Reddy District, pending final disposal of the appeals.

Registry is hereby directed to transmit a copy of this order to the learned Regulatory Authority and the parties.

Sd/-

A. SANTHOSH REDDY, J
(CHAIRPERSON)

Sd/-

P. PRADEEP KUMAR REDDY
(JUDICIAL MEMBER)

29.06.2026
GSN