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

Complaint No. 325 of 2026
Dated this the 30th October, 2026

Coram: **Sri Laxmi Narayana Jannu, Hon'ble Member**
Sri K. Srinivasa Rao, Hon'ble Member

Between:

1. Smt. Kambhampati Sravya
   (Flat No. 102, House no. 900 Old MIG Colony, BHEL, Serilingampally, Hyderabad, 502032)
2. Sri Nandamuri Sudheer
   (Flat No. 102, House no. 900 Old MIG Colony, BHEL, Serilingampally, Hyderabad, 502032)

...Complainants

And

1. M/s Mirchi Developers, Represented by its Partner, Sri Morthala Koti Reddy
   (Mirchi Developers, Venice City Villas, Pati, Kollur, Pattancheruvu, Hyderabad, 502319)
2. M/s HSR Enterprises,
   (Represented by its partner, Sri Yakkanti Hemanth Sivareddy Venice City Villas, Pati Chourasta, Near Goutham Mills, Pattancheruvu, Hyderabad 502319)

…Respondents

The present matter, filed by the Complainants, came up for hearing before this Authority on 27.10.2026. The Complainants appeared in person, and none appeared for the Respondents. Upon hearing the Complainants and perusing the material on record, this Authority passes the following **INTERIM 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 "Act") read with Rule 34(1) of the Telangana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the "Rules"), in relation to the registered real estate project known as "Venice City", bearing Registration No. P01100002456. Among other reliefs, the Complainants seek the following interim relief:

a. *Pending disposal of this complaint, it is requested that the Respondents be directed not to interfere with our peaceful possession of Villa No. 220, not to*

obstruct entry of interior materials, and not to withhold electricity, water, or any essential services.

3. The Complainants submit that possession of the villa was handed over to them under a registered Sale Deed dated 15.05.2025, and that the Respondents issued a No Dues Certificate confirming full payment of the consideration under the Agreement of Sale, the Construction Agreement and the Sale Deed.

4. According to the Complainants, after registration of the Sale Deed dated 15/05/2025 and the payment of the total sale consideration and issuance of the No Dues Certificate, the Respondents raised fresh demands of Rs. 15,00,000/- towards Infrastructure Development Charges (IDC) and Rs. 10,62,000/- towards GST. The Complainants submit that no such charges are mentioned in the Agreement of Sale, the Construction Agreement or the Sale Deed, that no such demand was raised prior to registration, and that no GST tax invoice has been issued.

5. The Complainants further allege that, to compel payment of these amounts, the Respondents have been obstructing the entry of interior materials into the villa and threatening to withhold electricity, water and other essential services. As a result, they are unable to complete the interiors and occupy the villa despite having paid the full consideration. They state that they are willing to pay any amount lawfully payable under the executed documents or applicable law upon being furnished proper documentary proof.

6. On these averments, the Complainants pray that, pending disposal of the Complaint, the Respondents be directed not to interfere with their peaceful possession of Villa No. 220, not to obstruct the entry of interior materials, and not to withhold electricity, water or any other essential service

7. At this interlocutory stage, the question is not whether the demands for IDC and GST are payable; that falls to be decided on merits after the Respondents are heard. The limited question is whether the Complainants have made out a prima facie case for protection of their possession and use of the villa in the meantime, and whether the balance of convenience and the risk of irreparable harm favour such protection.

8. The execution of the registered Sale Deed dated 15.05.2025 conveying the Independent Duplex House on Plot No. 220 (Villa No. 220) to the Complainants, and the subsequent issuance of the No Dues Certificate by the Respondents, are borne out by the record. Clause 1 of the Sale Deed records that the consideration was received by the Vendor in full and final settlement, that the Vendor acknowledges such receipt and releases the Vendees from any further liability of payment in respect of the transaction, and that the Vendor conveys the

scheduled property to the Vendees by way of absolute sale, to have and to hold the same forever together with all rights, title, easements, advantages and appurtenances thereto. The Sale Deed and the Encumbrance Certificate placed on record thus show the Complainants to be, prima facie, the lawful owners in possession of Villa No. 220.

9. Having conveyed the villa, acknowledged full payment in the Sale Deed itself and issued a No Dues Certificate, the Respondents cannot, prima facie, restrict the owners' access to their own property or their right to complete its interiors. Whether any further amount is payable by the Complainants remains a disputed question to be adjudicated. Even assuming the Respondents have a claim, its remedy lies in lawful proceedings, not in coercive measures such as obstructing the entry of materials or threatening to cut off electricity and water. Under Section 11(4)(d) of the Act, the promoter remains responsible for providing and maintaining essential services at reasonable charges until the maintenance of the project is taken over by the association of allottees.

10. It is also noted that a No Objection Certificate issued by the Respondent restricts the entry of materials into the project premises for interior works to the hours between 8:30 AM and 6:00 PM. This arrangement is a reasonable regulation of activity within a gated community, and the Complainants are bound to observe it. The interim protection granted below is accordingly made subject to those timings.

11. The balance of convenience lies clearly in favour of the Complainants. They have paid the entire consideration and hold a registered conveyance, yet are unable to complete or occupy their home. The Respondents, on the other hand, suffer no prejudice by the grant of interim protection: their claim remains open for adjudication, and the Complainants have expressly undertaken to pay whatever is found lawfully due.

12. This Authority is therefore satisfied that a case for interim protection is made out, and that the acts complained of, if allowed to continue, would be in contravention of the Act.

13. Accordingly, in exercise of the powers conferred under Sections 36 and 37 of the Act, the Respondents, their partners, agents and all persons acting on their behalf are hereby directed, pending the conclusion of the complaint or until further orders:

i. not to interfere with the Complainants' peaceful possession of Villa No. 220;

ii. not to obstruct the entry of the Complainants' interior workers and materials into the villa, subject to compliance with the timings specified in the NOC executed between the parties, i.e., between 8:30 AM and 6:00 PM; and

iii. not to withhold or disconnect electricity, water or any other essential services to the villa.

14. Nothing in this order shall be construed as an expression of opinion on the merits of the Respondents' claims. The Respondents are at liberty to substantiate any such claim in these proceedings, and the Complainants shall remain liable for any amount ultimately found lawfully payable.

15. As the Respondents did not appear today, they are granted one more opportunity to appear and file their reply. The Registry shall communicate a copy of this order to the Respondents forthwith.

16. The matter is posted to 15.12.2026 for further hearing. The interim directions granted herein shall remain operative until the final disposal of the Complaint, subject to further orders of this Authority.

17. Any violation of these directions shall attract appropriate action under Section 63 of the Act, in addition to such other action as is permissible in law.

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

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

TG RERA
TELANGANA REAL ESTATE REGULATORY AUTHORITY