

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

**COMPLAINT NO.1684 OF 2023**

**21<sup>st</sup> Day of March, 2024**

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

Sri Bharatha Raveender

...Complainant

Versus

M/s Krithika Infra Developers

Represented by its Managing Director,

Sri D. Srikanth & Smt. Radha Bhukya

...Respondent

The present matter filed by the Complainant herein came up for hearing on 02.01.2024, 31.01.2024 and 27.02.2024 before this Authority in the presence of the Complainant in person and the Respondent is absent though counter has been filed on its behalf and upon hearing the arguments, this Authority passes 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") requesting appropriate action against the Respondent Builder.

**A. Brief facts on behalf of the Complainant:**

3. The Complainant submitted that he paid an amount of Rs.32,00,000/- (Rupees Thirty-Two Lakhs Only) as advance to purchase a flat at Regal Oak, Saidabad. However, the Complainant decided to drop from buying the same on account of certain financial problems and therefore sought to withdraw from the transaction. He issued a letter to the Respondent in this regard to refund his entire monies, however the Respondent refunded only Rs.50,000/- (Rupees Fifty Thousand Only) to the Complainant and remaining balance of Rs.31,50,000/- (Rupees Thirty-One Lakhs and Fifty Thousand Only) is pending.

4. Therefore, he prayed for refund of the above-mentioned amount.

**B. Reply on behalf of the Respondent:**

5. Vide Reply dated 31.01.2024, the Respondent Builder submitted that the Respondent started developing the multi-storied complex at Saidabad, Hyderabad and Complainant approached Respondent Company to book flat on 28.11.2022 and paid advance amount of Rs.1,00,000/- (Rupees One Lakh Only). As per the said agreement, the Complainant paid further amounts on different dates paid, total amounting to Rs.32,00,000/- (Rupees Thirty-Two Lakhs Only) out of total sale consideration of Rs.42,09,300/- (Rupees Forty-Two Lakhs Nine Thousand and Three Hundred Only). That the construction work is under progress and that the Complainant has visited the site and witnessed the progress of the construction.

6. The Respondent further submitted that as per the terms and conditions of booking order "*all refunds if any will be made without interest and refund will be given after selling the same flat to other parties*". He added that after 2 (two)

months i.e., on 16.02.2023, the Complainant has approached the Respondent's office and gave a letter requesting to return the advance amount, as he decided to drop the buying of flat due to financial problems. Therefore the Respondent considered his application and subsequently paid Rs.50,000/- (Rupees Fifty Thousand Only) on 17.11.2023 and balance amount is to be paid after arranging the funds, since the cancelled flat has to be sold to third parties as per the agreement. He, therefore, prayed that the complaint be dismissed.

#### **D. Observations and Directions of the Authority**

7. This Authority has considered the material on record and the submissions made by the Complainant as well as the Respondent in their respective affidavits. As per Clause 7.5 of the Form of Agreement of Sale annexed to Rule 38 of the Rules, 2017, as the cancellation is at the behest of the Allottee i.e., the Complainant herein without any fault of the promoter, the promoter/Respondent is entitled to forfeit the booking amount of Rs.1,00,000/- (Rupees One Lakh Only) as has been mentioned in the Booking Form filed by the Respondent.

8. In view of the above facts and circumstances, while exercising powers under Section 37 of the Act, 2016, this Authority directs the Respondent to refund the remaining amounts of Rs.30,50,000/- (Rupees Thirty Lakhs and Fifty Thousand Only) along with interest of 10.65% p.a. as per Rules, 2017 within 60 days. The said interest is applicable from 3 months after the date of cancellation by the Complainant i.e., from 16.05.2023.

9. In lieu thereof, the present complaint stands disposed of. Parties are hereby informed that non-compliance of the present Order shall attract appropriate action under Section 63 of the Act, 2016.

10. If aggrieved by this Order, the parties may approach the TS Real Estate Appellate Tribunal (vide G.O.Ms.No.8, Dt.11-01-2018, the Telangana State Value Added Tax Appellate Tribunal has been designated as TS Real Estate Appellate Tribunal to manage the affairs under the Act till the regular Tribunal is established) in accordance with Section 44 of the Act, 2016.

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

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

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

