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
Hon'ble Sri Vemula Sreekar, Administrative Member

T.A.No. 13 of 2026

Between:

1. M/s Viana Homes Pvt. Ltd. through its Managing Director Anji Reddy, Office at Plot Nos.3 & 53, Radhika Reddy Arcade, Jayabheri One Valley, Gachibowli, Hyderabad.
2. Anji Reddy, Managing Director of M/s Viana Homes Private Ltd., Office at Plot Nos.3 & 53, Radhika Reddy Arcade, Jayabheri One Valley, Gachibowli, Hyderabad

...Appellants/developers

AND

1. K. Vijaya Lakshmi W/o K. Vivanatha Raju, Flat No.401, G Block, Rainbow Vistas Rock Garden, Green Hills Road, Moosapet, Hyderabad.

…Respondent/complainant

2. K. Surender Reddy, Flat No.E-1107, Rajapushpa Retreat Apartments, Kokapet Village, Gandipet Mandal, Telangana
3. K.Sravanthi Reddy, Flat No.E-1107, Rajapushpa Retreat Apartments, Kokapet Village, Gandipet Mandal
4. M/s Bellcom India Pvt. Ltd., rep by its Directors, Padmavathi Sri Krishna Veerapaneni & Ghanta Azad Babu, Office at #102, Plot No.119, Kamala Residency, H. No.8-3-991, Srinagar Colony, Hyderabad

5. Padmavathi Sri Krishna Veerapaneni, Office at #102, Plot No.119, Kamala Residency, H.No.8-3-991, Srinagar Colony, Hyderabad.
6. Ghanta Azad Babu, Office at #102, Plot No.119, Kamala Residency, H. No.8-3-991, Srinagar Colony, Hyderabad.
7. M/s Bell Square through its M.D Sikha Balaraju, Office at Infy Projects, 3rd floor, G Square Building, Beside Raidurgam Police Station, Hyderabad.
8. Sikha Balaraju, M.D of Bell Square and present of M/s Infy Projects, Office at Infy Projects, 3rd floor, G Square Building, Beside Raidurgam Police Station, Hyderabad.

… Respondents

Counsel for Appellants	:	Mr.Drupad Sangwan
Counsel for Respondent No.1	:	Mr.P.Hariprasad
Respondents 2 and 3	:	*Ex parte*
Respondents 4, 5 & 6	:	Mr.J.Venu Gopal
Respondents 7 & 8	:	*Ex parte*
Date of Decision	:	12.08.2026

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

This appeal is filed by the appellants/developers being aggrieved by the Order, dated 06.11.2025, passed by the Telangana State Real Estate Regulatory Authority, Hyderabad, (hereinafter referred to as 'the Regulatory Authority'), in Complaint No. 139 of 2024, whereby the complaint filed by the 1st respondent/complainant has been disposed of with the following directions:

a. The appellant No.1, M/s Viana Homes Pvt. Ltd., represented by appellant No.2, shall, within forty-five (45) days from the date of this Order, execute and register the Sale Deed in favour of the 1st respondent/complainant, Smt. Vijaya Lakshmi, in respect of Unit No. 45 admeasuring 1000 sq. ft., situated on the 4th Floor of "Poojitha Tech Park", located at Kokapet Village and Gram Panchayat, Gandipet Mandal, Ranga Reddy District, Telangana, in accordance with the terms and conditions contained in the Agreement of Sale dated 10.10.2022.
b. The respondent No.8 herein, Sikha Bala Raju, Managing Director of M/s Infy Projects and representing M/s Bell Square Marketing Agency (Respondent No.7 herein), having acknowledged receipt of the excess consideration amount of Rs. 29,02,100/- (Rupees Twenty-Nine Lakh Two Thousand One Hundred Only), is hereby directed to refund the said amount to the complainant along with interest at the rate of 10.75% per annum (SBI MCLR + 2%) as prescribed under Rule 15 of the Telangana State Real Estate Regulatory Authority (Regulation and Development) Rules, 2017 (for brevity 'the Rules'), calculated from the respective dates of payment till the date of actual refund. The refund along with interest shall be made within a period of thirty (30) days from the date of the Order.
c. The respondent No.8, Shri Sikha Bala Raju, having acted as a real estate agent and facilitated transactions in relation to the

project "Poojitha Tech Park" without obtaining registration as mandated under Section 9(1) & (2) of the Real Estate (Regulation & Development) Act, 2016 (for short 'the Act'), and despite prior directions in Case No.117/2024/TG RERA, is hereby declared to be in violation of the provisions of the Act. In exercise of the powers under Section 37 read with Section 9(7) of the Act, the Authority hereby restrains respondent No.8 from engaging in, negotiating, or facilitating any sale, purchase, transfer, or advertisement of any real estate project governed under the Act, 2016, either directly or indirectly. He is further declared as a defaulter before the Authority, and TG RERA Secretary is directed to ensure that the details of this declaration shall be uploaded on the official website of Telangana RERA forthwith, for public record.

d. The appellants and respondents 7 and 8 herein are hereby informed that non-compliance of directions of the Authority shall attract a penalty under Sections 63 and 65 of the Act.

2. Brief facts of the case, as per the complaint filed by the 1st respondent/complainant, are that respondent No.8 herein introduced the complainant and her husband to the 1st appellant/developer company, which offered to sell Commercial Unit No. 45, situated on the 4th Floor, admeasuring 1000 sq. ft. of saleable area (comprising 730 sq. ft. of carpet area, 270 sq. ft. of proportionate common area, and pro-rata undivided land measuring 16 sq. yds.) in the commercial complex known as "Poojitha Tech Park" situated at Kokapet Village and Gram Panchayat, Gandipet Mandal, Ranga Reddy District (hereinafter referred to as the "Scheduled Property") and they accepted the said offer and entered into an agreement of sale, dated 10.10.2022, with the appellants and

respondents 2 and 3 herein in respect of the said property for a total sale consideration of Rs. 73,92,000/-, inclusive of all taxes, facilities, and amenities and that they subsequently paid an additional sum of Rs. 2,62,600/- as part of the Corpus Fund along with the applicable GST for which the entire sale consideration amounts to Rs. 76,33,900/-, the receipt of which has been duly acknowledged by the appellants and respondents 2 and 3 herein. It is further stated that apart from the aforesaid sale consideration, the appellants and respondents 2 and 3 jointly collected an additional amount of Rs. 29,02,100/- from the complainant under coercion and in complete contravention of the terms of the agreement of sale and as such the same is liable to be refunded to the complainant. It is further stated that despite receiving the total sale consideration amount, the appellants and respondents 2 and 3 herein deliberately delayed the registration of the scheduled property in favour of the complainant. It is further stated that upon persistent follow-ups by the complainant, respondent Nos.7 and 8 herein executed an affidavit, dated 02.07.2023, acknowledging the receipt of the total amount of Rs. 1,02,94,100/- and undertook to complete the registration of the scheduled property in favour of the complainant on or before 31.07.2023. However, despite expiry of the said period, they failed to do so. It is further stated that the complainant had earlier filed a Complaint No. 1784 of 2023 before the Regulatory Authority, wherein Sikha Balaraju (Respondent No.8 herein) and Anji Reddy Annapu Reddy (appellant No.2 herein) were made as respondents instead of impleading all the Directors and companies involved and that the said respondents filed their Counter Affidavits and did not deny receipt of the sale consideration, but merely challenged the maintainability of the complaint on the ground of non-joinder of necessary parties. Consequently, the said Complaint was dismissed for non-joinder of necessary parties, with liberty to the complainant to file a fresh complaint, vide order dated 10.07.2024. Hence, the complainant filed the present complaint afresh and sought for the following reliefs:

> i. To direct the appellants and respondents 2 to 8 herein jointly and severally to refund the excess amount Rs. 29,02,100/- received from the complainant with interest of 24% from the date of receipt of said amount till full refund of said amount is made to the complainant.
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> ii. To direct the appellants and respondents 2 to 8 herein jointly and severally to pay damages of Rs. 25,00,000/- towards mental agony suffered by the complainant along with a compensation of Rs. 5,00,000/- as cost of legal expenses in prosecuting this present complaint to the complainant.
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> iii. To direct the appellants jointly and severally to pay monthly rent of Rs 80/- per Sq.ft. i.e. Rs 80,000/- per month from December-2023 for the scheduled property until completion of

construction and handing over of possession of the same to the complainant.

iv. To cancel the registration certificate, granted under Section 5 of the Act, of the Project bearing Registration No. P02400002546 to the appellant No.1 for fraudulent practices adopted by it as per Section 7 of the Act.

3. Appellants/developers filed a Counter, *inter alia*, contending that the complainant, with mala-fide intent, had engaged in presenting fabricated and forged documents before the Regulatory Authority. The agreement of sale, dated 10.10.2022, filed by the complainant, contains altered document including forged signatures of appellant No. 1 and the addition of witness signatures and a date which were conspicuously absent in the original document submitted in the earlier Complaint No. 1784 of 2023 and as such the said act amounts to fraud on the court, intended to mislead the Authority and obstruct the due course of justice. The Hon'ble Supreme Court in ***S.P. Chengalvaraya Naidu (Dead) by LRs v. Jagannath (Dead) by LRs & Ors.***[1] held that fraud vitiates everything and a judgment, decree, or order obtained by playing fraud on the court is a nullity and non-est in the eye of the law and that it can be challenged in any court, at any time, in appeal, revision, writ, or even in collateral

[1] (1994) 1 SCC 1

proceedings. It was further stated that the current version of the agreement of sale, dated 10.10.2022, now submitted by the complainant, exhibits clear evidence of forgery, as the signatures and the date appear to be added subsequently. There is no valid and legally enforceable contract between the complainant and appellant No.1 and that there is no *prima facie case* for the complainant to pursue any claims against appellant No. 1 and as such the Regulatory Authority lacks the jurisdiction to adjudicate the matter involving serious allegations of fraud, forgery, and fabrication of documents, which require a thorough examination of evidence, cross-examination of witnesses, and findings of fact that are beyond the scope of summary proceedings under the Act. It was further stated that appellant No. 1 had already filed a separate complaint (Complaint No. 117 of 2024) before the Authority, alleging that documents were being systematically fabricated by the complainant in collusion with third parties, including Sikha Balraju (respondent No.8 herein), M/s INFY Projects, M/s Bellsquare Pvt Ltd (respondent No.7 herein), and M/s Bellcom India Pvt Ltd (respondent No.4 herein). It was submitted that the complainant, having indulged in fraudulent actions and attempted to mislead the Authority, is not entitled to any relief whatsoever. It was further stated that they have not entered into any agency agreement with respondents Nos. 6 to 8 herein, nor have they authorized them to act on behalf of appellant No.1 and that respondent Nos. 6 to 8 in collusion and in connivance with each other have misled prospective purchasers by quoting higher prices than those stipulated in the Sale Agreement and misappropriated these amounts, causing financial losses and reputational damage to appellant No.1. It was further stated that appellant No. 1 has been informed that First Information Reports have also been registered by EOW, Cyberabad Police Station against respondent No.8 herein for fraud and cheating amounting to Rs. 4 Crores in relation to appellant No. 1 project. That respondent Nos. 6 to 8 herein have engaged in forging and fabricating signatures/receipts of appellants, thereby putting them at severe risk. That the fraudulent actions of respondent Nos. 6 to 8 not only involve the misappropriation of funds but also the use of deceitful means to manipulate and mislead prospective purchasers which have led to significant financial losses and have severely tarnished the reputation of appellant No. 1 and that they, without being registered as agents under Section 9 of the Act, have facilitated the sale or purchase of a commercial flat in the real estate project of the company, and as such are liable to be punished under Section 62 of the Act. Appellant No. 1 has already filed a Complaint No.

117 of 2024 against respondent Nos. 6 to 8 herein. Therefore, it is prayed that the complaint filed by the complainant is liable to be dismissed.

4. Respondent Nos.4 to 6 herein filed a Counter Affidavit, *inter alia,* contending that respondent No.8 herein is in no way concerned with M/s Bellcom India Pvt Ltd and M/s Bell Square marketing agency (respondents 4 and 7 herein respectively). That the construction made by appellant No.1 under commercial complex known as "Poojitha Tech Park" and the agreement of sale and payments between appellant No.1 and the complainant are in no way concerned with respondent Nos.4 to 6 herein. It was further stated that there is no relationship between appellants, respondent Nos.2, 3 herein and respondents 4 to 6 herein and they never participated in any talks with the complainant or during the transaction of the agreement of sale. It was stated that respondent No.8 herein is no way concerned with respondent No.7 herein and respondent No.8 falsely gave an affidavit on 02.07.2023 mentioning that he is the M.D of M/s Bell Square and also M/s Infy Projects. It was further stated that respondent Nos. 4, 5 and 6 herein are the Directors of M/s Bellcom India Pvt Ltd. It was further stated that the document filed by the complainant i.e., registration certificate of project vide project no. P02400002456, pertains to Poojitha Tech Park and Vianna Homes Pvt Ltd. That the agreement of

sale entered by Vianna Homes themselves as GPA holder of landlords with the complainant and the entire portion of agreement of sale does not contain the names and signatures of respondent Nos.4, 5 and 6 herein. It was further stated that the receipts were issued by Vianna Homes in favour of complainant after receiving the amounts and they are no way concerned with respondent Nos.4, 5 and 6 herein. It was further stated that the affidavit issued by respondent No.8 herein clearly shows that he is the Managing Director of Infy Projects and he obtained the said certificate from the Government of Telangana Labour Department. That respondent No.8 is in no way concerned with M/s Bell Square, and he cheated several persons and as such an FIR was registered by EOW, Cyberabad vide Crime No. 7/2024 under Sections 406 & 420 of I.P.C. Therefore, it is prayed to dismiss the complaint against respondent Nos.4, 5 and 6 with exemplary costs.

5. Respondent No.1/complainant filed a Counter Affidavit, *inter alia*, contending that, the appellants have received the total sale consideration amount of Rs. 76,33,900/- by way of Cheque payments made by her. The agreement of sale, dated 10.10.2022, has been executed by the appellants and respondents Nos.2 and 3 herein in her favour and as such denial of such execution would amount to a fraudulent act and constitute an unfair

trade practice within the meaning of Section 7 read with Sections 13 and 14 of the Act. It is further stated that appellant No.2, in his counter filed in the earlier complaint No. 1784 of 2023, had admitted the agreement of sale, dated 10.10.2022. It is further stated that a bare perusal of the original document of agreement of sale makes it clear that the present copy of said agreement enclosed with the present complaint is a true xerox copy of said main original sale agreement, but not as an alleged fraud, fabricated and forged document. It is further stated that appellants are trying to defraud her by not registering the property in her favour on one pretext or the other and that there has been no denial of factual contentions of the complainant about receipt of the amount by either of the appellants, except raising invalid grounds of fraud, fabrication and forgery. It is further stated that respondents 4, 5 and 6 herein did not deny the documents of receipts which were issued by them in terms of acknowledging payment of the amount of Rs. 37,00,000/- paid by the complainant. It is further stated that appellants and respondents 2 and 3 herein instead of adhering to the prescribed format of the Sale Agreement as set out under the Annexure to Rule 38 of the Rules, proceeded to execute an agreement of sale, dated 10.10.2022, in a substantially altered format comprising numerous pages. The said agreement included two distinct sets of concluding pages, specifically, internal pages 49 and 54, thereby causing ambiguity and confusion at the time of obtaining final signatures of the parties and that the said conduct led to genuine confusion during the execution of the agreement. The appellants and respondents 2 and 3 herein are now unjustly attempting to take undue advantage of such confusion to give rise to unwarranted litigation, which is impermissible and not legally sustainable in law.

6. After hearing the learned Counsels appearing for the parties and perusing the entire material available on record, the learned Regulatory Authority, vide impugned order, dated 06.11.2025, disposed of the complaint filed by the complainant as stated supra.

7. Being not satisfied with the aforesaid order of the learned Regulatory Authority, dated 06.11.2025, the appellants/developers filed the present appeal.

8. We have heard the learned Counsel appearing for the parties and have gone through the entire material placed on record including the written arguments submitted by the learned Counsel for the appellants/developers as well as learned Counsel for the 1st respondent/complainant.

9. The point that arises for consideration in this appeal is as under:

Whether the impugned order, dated 06.11.2025, passed by the learned Regulatory Authority is sustainable in law?

POINT ::

10. The precise contention of the learned Counsel for the 1st respondent/complainant is that an agreement of sale, dated 10.10.2022, has been entered into between the complainant and appellant No.1 represented by appellant No.2 and respondents 2 and 3 herein for purchase of commercial unit No.45 on 4th floor in the commercial complex known as 'Poojitha Tech Park', and that the complainant has paid the entire sale consideration to them and the same is evident as per the said agreement of sale. He further contended that the complainant has paid an amount of Rs.37,00,000/- to respondent Nos.4, 5, 6 and 8 herein and the respondent No.8 herein, who is the present Managing Director of M/s Infy Projects, has issued an affidavit, dated 02.07.2023, acknowledging the receipt of an amount of Rs.1,02,94,100/- from the complainant towards total sale consideration of the subject Unit No.45 and that he promised to complete the registration of the said commercial space in favour of the complainant on or before 31.07.2023. However, the appellants and respondents 2 and 3 herein failed to register the said commercial unit.

11. The contention of the learned Counsel for the appellants/developers is that the entire foundation of Complaint No.139 of 2024 filed by the complainant rests upon the alleged agreement of sale, dated 10.10.2022, which is a fraudulent and fabricated document, as the signatures of the witnesses have appeared in the said agreement of sale, whereas the identical agreement of sale filed by the complainant in the earlier Complaint No.1784 of 2023, which was dismissed, on 10.07.2024, for non-joinder of necessary parties, did not contain the signatures of the witnesses and as such the validity of the said agreement of sale relied upon by the complainant can be looked into only by a Civil Court. In support of his contention, he relied upon a decision of the Hon'ble Supreme Court in *S.P. Chengalvaraya Naidu (dead) by LRs vs. Jagannath (dead) by LRs and others* (cited supra), wherein it was held as under:

> "Fraud vitiates all judicial acts and that an order obtained by playing fraud upon a Court is a nullity in the eyes of law. Once allegations of fraud and fabrication were specifically raised, the learned Authority could not have proceeded on the assumption that the disputed document was genuine."

12. Learned Counsel for the appellants/developers further contended that the said agreement of sale was not executed by appellant No.1 and as

such no valid or legally enforceable contract exists between the 1st respondent/complainant and the appellants.

13. The contention of the 1st respondent/complainant is that there has been a genuine mistake on her part in filing two different copies of agreement of sale, dated 10.10.2022, one in the earlier Complaint No.1784 of 2023 filed against respondent No.8 and appellant No.2 herein and another in the present Complaint No.139 of 2024 before the Regulatory Authority. It is pertinent to note that appellant No.2 herein, in paragraph No.1(A) of his counter filed in the earlier Complaint No.1784 of 2023, had admitted that appellant No.1 had entered into an agreement of sale, dated 10.10.2022, with the 1st respondent/complainant, but for the reasons best known to the complainant, the appellant No.2 has been made as a party but not the appellant No.1 company. This categorical admission made by the appellants unequivocally establish the existence of the agreement of sale, dated 10.10.2022. A perusal of the original agreement of sale, dated 10.10.2022, would disclose that the present copy of the agreement of sale is the true xerox copy of the original agreement of sale.

14. With regard to the alleged fabrication of signatures of the witnesses in the agreement of sale, dated 10.10.2022, is concerned, learned Counsel for the appellants contended that the 1st respondent/complainant by

virtue of submitting two different agreements of sale alleged to have been executed between appellant No.1 company, represented by appellant No.2 and the 1st respondent/complainant, has committed fraud upon the Regulatory Authority as well as this Tribunal and as such the 1st respondent/complainant is not entitled to any relief.

15. In the aforesaid decision relied upon by the learned Counsel for the appellants, the Hon'ble Apex Court held that fraud necessarily connotes a deliberate intention to deceive another in order to gain an undue advantage. Mere inadvertence or technical error in law, may not amount to fraud unless accompanied by a wilful intent to mislead or to cause injury. In order to establish the element of fraud, appellants have required to prove that the 1st respondent/complainant has acted with an intent to deceive the Regulatory Authority as well as this Tribunal or to secure an undue advantage to the detriment of others. However, in the earlier Complaint No.1784 of 2023 filed by the 1st respondent/complainant, appellant No.2, in his counter, has categorically admitted that an agreement of sale, dated 10.10.2022, has been entered into between the appellant No.1 and the complainant in respect of the subject Unit No.45. The appellants have failed to demonstrate that the witness signatures appearing on the version of the agreement of sale filed in the present

complaint are fabricated from those who actually attested the execution of the agreement. The 1st respondent/complainant in her rejoinder dated 23.01.2025, has explained that due to an inadvertent clerical error, an incomplete xerox copy of the agreement of sale lacking witness signatures on internal page No.54 was filed along with the earlier Complaint No.1784 of 2023, whereas the complete original document bears the same on par with the signatures appearing on internal page No.49. Further, the appellants, instead of following the prescribed template of sale agreement under Rule 38 of the Rules, had executed the agreement of sale dated 10.10.2022, with different format having large number of pages. Therefore, the learned Regulatory Authority has rightly came to the conclusion that mere appearance of the witness signatures and the date of execution on the version of the agreement of sale, dated 10.10.2022, filed in the present complaint cannot by itself amount of fraud, particularly when the substantive contents and terms of both versions of the agreements of sale, dated 10.10.2022, are identical. That apart, on the direction of the learned Regulatory Authority, the 1st respondent/complainant had produced the copies of agreement of sale filed in Complaint No.1784 of 2023 for comparison with that of the complaint filed in the present proceedings and upon examination, it was observed that except the signatures of the witnesses and the date of execution, all the clauses and contents are identical in both the agreements of sale. Therefore, we are of the considered opinion that the plea of fraud raised by the appellants is unsustainable in law.

16. The next contention of the learned Counsel for the 1st respondent/complainant is that despite receiving the total sale consideration amount, the appellants have failed to register the sale deed in respect of the subject Unit No.45, as per the agreement of sale, dated 10.10.2022, in favour of the complainant. On the other hand, learned Counsel for the appellants contended that the relief of execution and registration of the sale deed was sought only by way of an interim prayer and never constituted one of the final substantive reliefs in the complaint of the 1st respondent/complainant and, therefore, the direction of the learned Regulatory Authority to execute and register the sale deed is *ex facie* without jurisdiction and is liable to be set aside.

17. It is the obligation of the appellants/developers to transfer title and execute a registered conveyance deed in favour of the 1st respondent/complainant as per the provisions of Section 11 (4) (f) read with Sections 17 and 19 (3) of the Act. Being a quasi-judicial forum constituted under a beneficial statute, the learned Regulatory Authority

rightly held that technical or procedural lapses in the prayer clause cannot be permitted to override the substantive rights of an allottee under the Act. Clause 8.1 of the agreement of sale, dated 10.10.2022, stipulates that "the appellant No.1 (vendor/developer) assures to handover possession of the Unit along with ready and complete common areas with all specifications, amenities and facilities of the project in place on or before three years". Therefore, as rightly held by the learned Regulatory Authority, the appellant No.1/developer is bound by Clause 8.1 of the said agreement of sale and is under an obligation to register the subject Unit No.45 and handover peaceful possession of the same in favour of the 1st respondent/complainant in accordance with the terms of the said agreement of sale.

18. That apart, the receipts produced by the 1st respondent/complainant coupled with the documents on record, clearly establish that the 1st respondent/complainant has paid a sum of Rs.65,94,100/- to the 1st appellant/developer and an additional amount of Rs.37,00,000/- to respondent Nos.4 to 8 herein, aggregating to Rs.1,02,94,100/-. From the material on record, it is clear that respondent No.4 herein represented by its directors i.e., respondents 5 and 6 herein and respondent No.7 represented by respondent No.8 herein were

actively involved in facilitating the sale transaction between the 1st respondent/complainant and the appellant No.1/developer in respect of the project 'Poojitha Tech Park'. Further, the receipts produced by the 1st respondent/complainant establish that part of the sale consideration was collected by or through the said entities acting on behalf of the appellants. The learned Regulatory Authority has rightly held that by virtue of their active participation and acknowledgment of payments, respondents 4 to 8 herein stand in a principal agent relationship with the appellant No.1 for limited purpose of this transaction.

19. So far as the excess amount of Rs.29,02,100/- paid by the 1st respondent/complainant is concerned, the 1st respondent/complainant stated that she has paid the sale consideration amount of Rs.73,92,000/- (exclusive of corpus fund and GST) as stipulated under agreement of sale, dated 10.10.2022, and in addition to the said amount the appellants had collected an additional amount of Rs.29,02,100/-and as such she is entitled for refund of the said excess amount. The learned Regulatory Authority has rightly held that any payment made in excess thereof cannot be fastened upon appellant No.1 as there is no evidence of such demand or acknowledgment by the appellant No.1/developer. However, a perusal of the affidavit, dated 02.07.2023, makes it clear that respondent

No.8 herein, the Managing Director of both M/s Infy Projects and M/s Bell Square Marketing Agency (respondent No.7 herein), has acknowledged the receipt of an amount of Rs.1,02,94,100/- from the 1st respondent/complainant towards total sale consideration of the subject Unit No.45. Therefore, the learned Regulatory Authority has rightly held that respondent No.8 herein is liable to refund the said excess amount of Rs.29,02,100/- to the 1st respondent/complainant along with interest. Further, since respondent No.8 herein has acted as a real estate agent and facilitated the transactions in relation to the appellants project without obtaining registration as mandated under Section 9(1) & (2) of the Act, the learned Regulatory Authority has rightly restrained him from engaging in, or facilitating any sale, purchase, transfer or advertisement of any real estate project governed under the Act.

20. Having regard to the aforesaid reasons, we are of the considered opinion that the learned Regulatory Authority has rendered a reasoned order. Therefore, we do not find any illegality or jurisdictional error in the impugned order, dated 06.11.2025, passed by the learned Regulatory Authority and as such it does not warrant any interference by this Tribunal.

21. In the upshot, the appeal fails and is dismissed and the impugned order, dated 06.11.2025, passed by the learned Regulatory Authority in Complaint No.139 of 2024 is hereby confirmed. There shall be no order as to costs.

Pending miscellaneous applications, if any, shall stand closed.

Registry is hereby directed to transmit a copy of this order to the parties and the Regulatory Authority as per section 44 (4) of the Act.

Sd/-

A. SANTHOSH REDDY, J
(CHAIRPERSON)

Sd/-

P. PRADEEP KUMAR REDDY
(JUDICIAL MEMBER)

Sd/-

VEMULA SREEKAR
(ADMINISTRATIVE MEMBER)

12.08.2026
GSN

REGISTRAR
TG REAT