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. 99 of 2025

Between:

1. Sandeep Kumar
2. Smt. Shipali, W/o Sandeep Kumar

Both are R/o. H.No. 5-63, Road No.3,
Adarsh Nagar Colony, Bandlaguda
Jagir, Ranga Reddy District.

...Appellants/Complainants

AND

1.M/s Amacon Developers, Represented
by Sole Proprietor Julapalli Sunitha,
Office: 5th Floor, B-Block, Win Win
Towers, JNTU Hitech Main Road,
Khanamet, Madhapur, Hyderabad.

2.M/s Livana Builders & Developers
Pvt. Ltd, represented by its Authorized
Signatory A. Suresh Krishna, Office at 15,
Shivaji Nagar, Moti Nagar, New Delhi.

3. M/s Latona Builders & Constructions
Pvt. Ltd. Represented by its Authorized
Signatory A. Suresh Krishna
Registered Office at 15, Shivaji Nagar,

Moti Nagar, New Delhi – 110015.

4. M/s Chamundeswari Builders Private Limited represented by its Authorized Signatory M. Sreekumar, Office at 6-3-1090, TSR Towers, Rajbhavan Road, Somajiguda, Hyderabad – 500082.

5. M/s DLF Gayatri Developers Represented by its Authorized Signatories (i) A. Suresh Krishna, (ii) M. Sreekumar, Office at DLF Gateway Towers, 1st Floor, DLF Phase – III, Gurgaon-122010.

6. Yalavarthi Naveena Babu S/o Krishna Mohan Rao, H.No.1-58, Nallurupalem, Repalle, Guntur District, Andhra Pradesh.

…Respondents/Promoters

Counsel for Appellants	: Mr. B.Shankar
Counsel for Respondent No.1	: Mr.T.Rajashekar
Counsel for Respondent Nos.2 to 5	: Mr.P.Sriram
Counsel for Respondent No.6	: Mr.K.Shivanand
Date of Decision	: 12.08.2026

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

This appeal is filed at the instance of Complainants assailing the Order, dated 16.10.2025, passed by the Telangana Real Estate Regulatory Authority, Hyderabad, (hereinafter referred to as 'the Regulatory Authority'), in Complaint No.118 of 2024, whereby the complaint filed by the Complainants has been disposed of with the following directions:

> "Respondent No.1, M/s Amacon Developers, is directed to refund to the Complainants the entire amount of ₹36,58,000/-(Rupees Thirty-Six Lakhs Fifty-Eight Thousand only), along with interest at the rate of 10.75% per annum (SBI MCLR of 8.75% plus 2%), in accordance with Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017, (for brevity 'the Rules') calculated from the date of execution of the Agreement of Sale i.e., 09.04.2021. The said refund together with interest shall be made within thirty (30) days from the date of receipt of this order, failing which, the respondent shall attract penalty in accordance with Section 63 of the Real Estate (Regulation &Development) Act, 2016 (for short 'the Act').

2. Brief facts of the case, as per the complaint filed by the complainants, are that respondent No.1 claimed to be the owner and possessor of Plot No. 895, admeasuring 355.56 square yards or 297.29 square meters, situated in the layout "DLF Garden City", approved by the Hyderabad Metropolitan Development Authority (HMDA) vide Revised Final Layout Permit No. 1/LO/Plg/SHZ/HMDA/2012, dated 28.01.2019, and Final Layout Permit No. 06/LO/Plg/SHZ/HMDA/2012, dated 28.11.2018. The said layout is covered by Survey Nos. 120, 121, 122/P, 126/P, 127/P, 128, 129, 130, 132, 137, 138, 522/P, 524, 525, 526, 528/P, 529/P, 530/P, 531, 535, 550/P, 551, 552/P, 553, 554, and 556 of Rangapur and Nandigama Villages, Nandigama Mandal, Ranga Reddy District, within the jurisdiction of the Sub-Registrar Office, Shadnagar, Telangana State (hereinafter referred to as the "Subject Property"). Respondent No.1 offered to sell the Subject Property to the Complainants for a total sale consideration of ₹37,38,000/-, stipulating that an advance amount of ₹36,58,000/- be paid immediately, leaving a balance of ₹80,000/- to be paid within three weeks at the time of registration. Accordingly, the Complainants agreed to the terms proposed by respondent No.1 and that they made payments aggregating to ₹36,58,000/- viz., (a) ₹1,000/- through online transfer, dated 18.02.2021;

(b) ₹19,57,000/- vide Cheque No. 023578 drawn on ICICI Bank, dated 22.02.2021; (c) ₹4,00,000/- through RTGS from IDBI Bank dated 09.04.2021; (d) ₹5,00,000/- through RTGS from State Bank of India dated 09.04.2021; (e) ₹3,00,000/- through RTGS from Kotak Mahindra Bank dated 09.04.2021; and (f) ₹5,00,000/- through RTGS from Kotak Mahindra Bank. Thus, a total sum of ₹36,58,000/- was paid by 09.04.2021, leaving a balance of ₹80,000/- to be paid at the time of registration. It is further stated that upon receipt of the above amount, respondent No.1 executed an Agreement of Sale, dated 09.04.2021, in favour of the Complainants, reciting that he was the absolute owner and peaceful possessor of the Subject Property. Thereafter, within two weeks of payment, the Complainants requested respondent No.1 to accept the remaining sale consideration of ₹80,000/- and execute a registered Sale Deed. However, respondent No.1 evaded execution on one pretext or another, citing reasons such as Covid 19 pandemic, and failed to complete the registration despite repeated assurances. The Complainants have stated that they have made several attempts to contact respondent No.1 through calls, SMS, and WhatsApp messages, expressing their readiness to pay the balance consideration and complete registration. In response, respondent No.1 verbally assured them that the Sale Deed would be executed but continued to delay the same on various grounds. Upon further inquiry, the Complainants discovered that respondent No.1 had, in fact, entered into an agreement with respondent No.5 in September 2020, wherein respondent No.5 authorized Respondent No.1 to sell certain plots, including the subject property, admeasuring 28,810 square yards. The Complainants thereafter learnt that respondent Nos.1 to 6 had entered into a criminal conspiracy with an intent to cause wrongful loss to the Complainants. Despite there being a valid subsisting Agreement of Sale executed in favour of the Complainants, respondents 1 to 5 executed a registered Sale Deed transferring the same subject property in favour of respondent No.6. The Complainants alleged that such acts constitute not only a breach of contractual and statutory obligations but also attract penal consequences under the Indian Penal Code. The Complainants issued a legal notice, dated 06.04.2024, to respondents 1 to 6 through registered post and WhatsApp. Despite service through WhatsApp, none of the respondents responded to the notice. It is further alleged that the respondents have violated various provisions of the Act, viz., Section 3 of the Act by failing to register the real estate project with the Regulatory Authority; Section 11 of the Act by not creating a project webpage or disclosing details as mandated; Section 12 of the Act by selling the property to the Complainant; Section 13 of the Act by accepting advance sale consideration of ₹36,58,000/-; and Section 15 of the Act by transferring the Subject Property to another party without obtaining prior written consent from two-thirds of the allottees and without the prior approval of the Authority. Therefore, the Complainants have prayed the Authority to direct the respondents to return the advance amount paid to respondent No. 1 amounting to Rs.36,58,000/- along with 24% interest per annum from 09.04.2021, till the payment of total amount.

3. Respondent No.1 filed a Counter, *inter alia*, contending that filing of the complaint itself is nothing but a technical conspiracy hatched by respondent Nos. 2 to 5 along with the complainants for unlawful benefit under the provisions of the Act, even though the alleged subject matter does not fall within the jurisdiction of the Regulatory Authority. Respondent No. 1 points out that respondent Nos. 2 to 5, in their Joint Counter, dated 23.08.2024, have failed to disclose any reason as to why the Agreement of Sale-cum-General Power of Attorney registered on 11.04.2022 was executed in place of a proper registered Sale Deed, despite its clear nature being that of a Sale Deed. It is further contended that the documents of title filed by the complainants are not properly registered and that the terminology of Agreement of Sale has been willfully

misapplied in the form of Agreement to Sell, causing a fundamental flaw in the subject matter and thereby raising a serious question of jurisdiction. It is further contended that the above said title deeds cannot confer two capacities upon respondent No. 1, namely, as a vendee and GPA holder simultaneously in a single transaction and registration. On the contrary, if respondent No. 1 is considered to be an agent under the said document, then by operation of law of agency, any alleged liability would fall upon respondent Nos. 2 to 5 as principals, and not upon respondent No. 1. It is further contended that if the complaint is capable of invoking the provisions of the Act, the complainants must first explain how, after paying an alleged sum of ₹36,58,000/-, they would fail to pay the nominal balance of ₹80,000/- and instead suffer damages, ultimately leading them to file this complaint with criminal allegations rather than approaching the jurisdictional police. Therefore, it is prayed that the complaint be dismissed with costs.

4. Respondent Nos. 2 to 5 filed a counter, *inter alia*, contending that they are duly incorporated companies/firms under the Companies Act, 1956 and Partnership Act, and are the absolute owners of extensive lands admeasuring Ac.156.07 guntas situated in various survey numbers of Nandigama Village and Mandal, Ranga Reddy District, Telangana

(formerly part of Mahabubnagar District). The lands were purchased under several registered sale deeds executed between 2007 and 2008 and were duly converted from agricultural to non-agricultural use after securing requisite permissions. It is further pleaded that they developed the said land into a residential plotted layout under the project name "Garden City", in two phases, after obtaining the requisite Final Layout approval and Revised Final Layout approval from the Hyderabad Metropolitan Development Authority (HMDA), vide Layout Permit vide its Lr.No. 15510/LO/Plg/SHZ/HMDA/2008, dated 25.01.2012, and LP.No.06/LO/Plg/SHZ/HMDA/2012, dated 02.04.2012. The project was fully developed with basic amenities and completed in all respects by the year 2016. The plots were handed over to purchasers, and several plot owners have since constructed residential houses. Consequently, it is contended that the project was completed much prior to the commencement of the Act and the Rules, and therefore, the question of registration of the project under RERA does not arise. Hence, the complaint alleging violations of Sections 3, 11, 12 and 15 of the Act is stated to be misconceived and unsustainable. It is further contended that respondent No. 5, the registered partnership firm, entered into an agreement, dated 21.09.2020, with respondent No. 1, M/s Amacon

Developers, whereby 68 plots, including Plot No. 895 in "Garden City," were agreed to be sold. Pursuant to the said agreement, a plot allotment letter, dated 06.01.2021, was issued, and eventually a registered Agreement to Sell-cum-General Power of Attorney (AGPA), bearing Document No. 2852/2022 dated 11.04.2022, was executed in favour of respondent No. 1 in respect of Plot No. 895. It is categorically averred that by virtue of the said registered AGPA executed after receipt of the entire sale consideration, physical possession of Plot No. 895 was handed over to respondent No. 1. Consequently, all rights and obligations of respondent Nos. 2 to 5 in respect of the said plot stood extinguished. It is submitted that respondent No. 1, by virtue of the said irrevocable AGPA, became fully empowered to deal with Plot No. 895, including the right to execute and register sale deeds in its own favour or in favour of prospective purchasers, at its sole discretion. Respondent No. 1 is solely responsible for any representation and misrepresentation of any nature whatsoever which is beyond the terms and conditions as agreed between respondent Nos. 2 to 5 under the Plot Buyer Agreement. On this basis, it is contended that there is no privity of contract between the complainants and respondent Nos. 2 to 5. The complainants did not purchase Plot No. 895 from respondent Nos. 2 to 5, nor was any sale consideration paid to them. It is further pointed out that the Sale Deed, dated 21.04.2022, allegedly executed by respondent No. 1 in favour of respondent No. 6, was not within the knowledge or notice of respondent Nos. 2 to 5, and they have no role to play in the said transaction. Therefore, the attempt to implead respondent Nos. 2 to 5 in the present complaint is said to be wholly misconceived. Therefore, it is prayed that the complaint be dismissed, with exemplary costs.

5. Respondent No.6 filed a counter, *inter alia*, contending that he was not a party to the alleged agreement of sale, dated 09.04.202,1 said to have been executed between the complainants and respondent No.1. Consequently, the complainants cannot maintain any grievance against him. It is further asserted that he has no role, direct or indirect, in the business affairs of respondent Nos. 1 to 5, and, therefore, the allegations levelled against them do not require any reply from him. The averment that a registered sale deed was executed in his favour despite a subsisting agreement of sale in favour of the complainants is described as a bald and baseless allegation without any supporting evidence. It is submitted that no material has been placed on record to even remotely suggest that respondent No. 6 was hand in glove with respondent Nos. 1 to 5. It is further stated that he purchased the subject property by way of a

registered sale deed, dated 21.04.2022, after conducting due enquiries and finding no subsisting encumbrance. He further stated that prior to the said transaction, he had booked two plots with respondent No. 1 in the year 2021 and paid a total sum of ₹87,80,700/-, largely through banking channels and partly in cash. It is submitted that although consideration for two plots was fully paid along with registration costs, only one plot, i.e., the subject property has been registered in his favour so far. It is further stated that respondent No. 6 had not received any legal notice, dated 06.04.2024, allegedly issued by the complainants, and therefore he was deprived of an opportunity to respond at the appropriate stage. Therefore, it is prayed that the complaint be dismissed to his extent with costs.

6. The complainants filed a rejoinder, *inter alia*, reiterating the grounds of their original complaint and traversed the counters filed by respondent Nos. 1 to 6. It is stated that instead of executing a sale deed in their favour, the respondents proceeded to execute a sale deed in favour of respondent No. 6 without terminating the subsisting agreement of sale with the complainants, thereby depriving them of their lawful rights. With respect to the counter of respondent No. 1, the complainants submit that the objections raised therein are in the nature of disputes between

respondent No. 1 and respondent Nos. 2 to 5. It is pointed out that respondent Nos. 2 to 5 themselves pleaded the execution of an agreement dated 21.09.2020, in favour of respondent No. 1, though they failed to file the same, whereas the complainants have produced it as document No. 7. They further stated that respondent Nos. 2 to 5 admitted execution of the agreement of Sale-cum-GPA, dated 11.04.2022, which clearly authorized respondent No. 1 to sell the schedule property. As regards the contention that no legal notice was served, the complainants stated that a legal notice was indeed issued to all the respondents and this was specifically pleaded in paragraph No. 9 of the complaint. It is further stated that in their pleadings, respondent Nos. 2 to 5 produced a table which itself shows that revised final layout approvals for Phase I and Phase II were obtained on 11.02.2019. This was subsequent to the enactment of the Act and squarely attracts Section 3 and Rule 4 of the Act, which mandate registration of all ongoing projects not covered by a completion or occupancy certificate. With regard to respondent No. 6, who claims to be a bona fide purchaser having booked two plots in 2021 and paid a total of ₹87,80,700/-, the complainants submit that the plots booked by him were Plot Nos. 799 and 774, whereas the schedule property belonging to them is Plot No. 895.

7. After hearing the learned Counsel for the complainants as well as the learned Counsel for the respondents and perusing the entire material available on record, the learned Regulatory Authority, vide impugned order, dated 16.10.2025, disposed of the complaint filed by the complainants as stated supra.

8. Being not satisfied with the aforesaid order of the learned Regulatory Authority, dated 16.10.2025, the appellants/complainants filed the present appeal.

9. Learned Counsel for the appellants/complainants submitted that the learned Regulatory Authority failed to take into consideration the admissions made by respondents 2 to 5 that they are the original owners and possessors of the scheduled property and that they entered into an agreement of sale with respondent No.1 and thereafter they entered into a registered agreement of sale-cum-General Power of Attorney in favour of respondent No.1 and by virtue of the said document, respondent No.1 is entitled to act in regard to the scheduled property, however, the Regulatory Authority has passed the orders against respondent No.1 only, who is none other than an agent to respondents 2 to 5. He further submitted that the learned Regulatory Authority failed to take into consideration that once the act of respondent No.1 is based on an

agreement of sale and AGPA, respondents 2 to 5 are also liable for all the claims made by the appellants. It is further submitted that respondent Nos.1 to 6 criminally conspired to cause loss to the appellants, though respondent No.6 admittedly paid advance sale consideration for Plot Nos.774 and 799, not in regard to the scheduled property, instead, respondent Nos.1 to 5 executed a registered sale deed in favour of respondent No.6 in respect of scheduled property and as such not only respondent No.1 but also respondent Nos.2 to 6 are liable for return of advance sale consideration. It is further submitted that the finding of the learned Regulatory Authority that once the plots were sold by respondent No.5 to respondent No.1 under the agreement, the responsibility and ownership with respect to those plots including plot No.895 in question stood transferred to respondent No.1, is erroneous and illegal because as per Section 54 of the Transfer of Property Act, the ownership of the immovable property shall transfer through sale deed, gift deed and Will deed. Lastly, the learned Counsel for the appellants submitted that respondent No.1 is an ordinary employee of respondent Nos.2 to 5, who acted as per their instructions and executed registered sale deed in favour of respondent No.6 in respect of the scheduled property and as such the appeal may be allowed against all the respondents along with interest and costs.

10. Learned Counsel appearing for respondent No.1 submitted that respondent No.1 has purchased 68 plots from respondent Nos.2 to 5 including subject plot No.895 in the project namely 'Garden City' and obtained agreement of sale-cum-General Power of Attorney in respect of plot No.895 by paying entire sale consideration and that the said project was developed by respondent Nos.2 to 5. He further submitted that respondent No.1 is neither the promoter nor the developer and he never acted as an agent for respondent Nos.2 to 5 and that it is purely a contract between the appellants and respondent No.1 and as such the Regulatory Authority has no jurisdiction to entertain the complaint filed by the complainants. He further submitted that respondent No.1 does not fall under the real estate agent as defined under Section 2 (zm) of the Act and, therefore, he prayed that the appeal filed by the appellants/complainants is liable to be dismissed.

11. Learned Counsel appearing for respondent Nos.2 to 5 submitted that respondent No. 5 entered into an agreement, dated 21.09.2020, with respondent No. 1, whereby 68 plots, including Plot No. 895 in "Garden City," were agreed to be sold and pursuant to the same, a plot allotment

letter, dated 06.01.2021, was issued, and eventually a registered agreement to sell-cum-General Power of Attorney (AGPA), dated 11.04.2022, was executed in favour of respondent No. 1 in respect of Plot No. 895. It is further submitted that by virtue of the said registered AGPA executed after receipt of entire sale consideration, physical possession of Plot No. 895 was handed over to respondent No. 1 and as such all rights and obligations of respondent Nos. 2 to 5 in respect of the said plot stood extinguished. Lastly, he has submitted that decision of the learned Regulatory Authority was legally sound, made within its jurisdiction and did not suffer from any glaring errors or perversity and as such the present appeal is liable to be dismissed.

12. Learned Counsel appearing for respondent No.6 submitted that respondent No.6 was not a party to the alleged agreement of sale dated 09.04.2021 purported to have been executed by respondent No.1 in favour of the complainants and as such the complaint is liable to be dismissed to the extent of respondent No.6. He has further submitted that respondent No.6 is a *bona fide* purchaser of the subject property and that as on the date of purchase i.e., 21.04.2024, there was no encumbrance on the subject property.

13. We have heard the learned Counsel appearing for the appellants/complainants as well as the learned Counsels appearing on behalf of respondents and have gone through the entire material placed on record along with written submissions submitted by them.

14. The points that arise for consideration in this appeal are as under:

> *1. Whether respondents 1 to 6 are liable to refund the entire advance sale consideration amount of Rs.36,58,000/- along with interest to the appellants/complainants as prayed for?*
>
> *2. Whether the impugned order, dated 16.10.2025, passed by the learned Regulatory Authority is sustainable in law?*

POINTS 1 and 2 ::

15. A perusal of the agreement of sale, dated 09.04.2021, would disclose that respondent No.1 (M/s Amacon Developers), being the sole and absolute owner and peaceful possessor of Plot No.895, admeasuring 355.56 square yards situated in the project 'DLF Garden City' developed in the layout approved by HMDA, has offered to sell the said property to the appellants/complainants for a total sale consideration amount of Rs.37,38,000/- and the appellants/complainants have agreed to purchase the said property for the said sale amount and that in pursuance of the aforesaid offer and acceptance, the appellants/complainants had paid the advance sale consideration amount of Rs.36,58,000/- to respondent No.1

by way of cheques and RTGS transactions, leaving a nominal balance amount of Rs.80,000/- to be paid at the time of registration of the plot and that upon receipt of the said amount, respondent No.1 executed the said agreement of sale, dated 09.04.2021, in favour of the appellants/complainants. The particulars of such payments were clearly reflected in the said agreement of sale.

16. Respondent No.1, in its counter-affidavit, has not specifically denied the execution of the aforesaid agreement of sale or the receipt of sale consideration from the appellants. Instead, he has attempted to cast aspersions upon the appellants without furnishing any documentary evidence. The counter-affidavit is silent on the status of the transaction or the reason for non-execution of the sale deed in favour of the appellants. No material document has been produced by respondent No.1 to establish that there was no transaction with the appellants/complainants at any stage. Therefore, the learned Regulatory Authority has rightly held that the execution of the agreement of sale, dated 09.04.2021, and the payment of sale consideration of Rs.36,58,000/- by the appellants/complainants towards Plot No.895 have been conclusively established.

17. Insofar as the liability of respondent Nos.2 to 5 is concerned, it is clearly established from a perusal of the record that respondents 2 to 5 had executed an agreement of sale-cum-General Power of Attorney, dated 11.04.2022, in favour of respondent No.1 in respect of subject Plot No.895. A perusal of Clause 10 of the said document makes it clear that respondent No.1 (Vendee-cum-Attorney) shall be solely responsible for all sales, transfers or creation of any third-party rights pertaining to Schedule-B property i.e., Plot No.895 but not limited to receipt of any amount with respect thereto which shall be on its behalf and for its use only. It is also relevant to note the existence of an agreement of sale, dated 21.09.2020, executed between respondent No.5 and respondent No.1, which reflects that respondent No.1 had purchased the plots for a consideration of Rs.16,42,00,000/- with a right to have the plots registered or obtain agreements-cum-General Power of Attorney in its favour. Once the plots were sold by respondent No.5 to respondent No.1 under the said agreement, the responsibility and ownership with respect to those plots including subject Plot No.895 stood transferred to respondent No.1. Therefore, the learned Regulatory Authority has rightly held that no liability can be attributed to respondent Nos.2 to 5 under the provisions of the Act.

18. That apart, the registered sale deed, dated 21.04.2022, reveals that respondent Nos.2 to 5, represented by their AGPA holder i.e., respondent No.1 has executed the said sale deed in favour of respondent No.6. The said sale deed further reveals that entire sale consideration was received by respondent No.1 and the document bear the signature of respondent No.1 in its capacity as vendor. Respondent Nos.2 to 5 neither signed the document nor received any part of sale consideration from respondent No.6. Therefore, we are of the considered view that the role of respondent Nos.2 to 5 ended with execution of agreement of sale, dated 21.09.2020, and the AGPA dated 11.04.2022, in favour of respondent No.1.

19. Respondent No.1, in its counter, has stated that he acted merely as an agent by virtue of a Contract of Agency allegedly expressed in the controversial agreement of sale-cum-General Power of Attorney. From a perusal of the entire material available on record, it is established that the conduct of respondent No.1 cannot be considered that of a mere agent. On the contrary, his actions are indicative of those of a promoter within the meaning of Section 2(zk) of the Act. Respondent No.1 entered into an agreement of sale as a vendor, explicitly claiming to be the sole and absolute owner and possessor of the concerned plot. In view of provisions of Section 2(zk)(vi) of the Act, the claim of respondent No.1 that he merely

acted as an agent is devoid of merit. Therefore, the learned Regulatory Authority, basing on the material available on record, has rightly held that respondent Nos.2 to 5 had no involvement in the aforesaid transactions and that respondent No.1 alone is held responsible for the registration of the plot in question.

20. In the present case, respondent No.1, who falls within the definition of promoter, failed to discharge its statutory and contractual obligations towards the appellants/complainants. Having accepted the entire sale consideration, respondent No.1 neither conveyed the subject Plot in favour of the appellants/complainants nor ensured refund of the amount received from them, instead, he has transferred the same Plot to a third-party, thereby violated its continuing obligation under Section 11 (4)(a) of the Act to protect the interests of the allottees and to complete conveyance in accordance with the agreed terms.

21. Further, under the provisions of Section 18(1) of the Act, where the promoter fails to complete or is unable to give possession of the property in accordance with the terms of the agreement of sale, the allottee is entitled to refund of the amount paid together with interest. In the present case, respondent No.1, having entered into a valid Agreement of Sale with the appellants/ Complainants and having received substantial

consideration thereunder, failed to honour its contractual and statutory obligations, instead, he has proceeded to execute and register the Sale Deed for the very same plot in favour of a third party, despite the subsisting agreement of sale with the appellants/Complainants. Such conduct amounts to a clear violation of the statutory duties cast upon a promoter under the Act.

22. Insofar as the liability of respondent No.6 is concerned, it reveals from a perusal of the record that he has purchased the subject Plot No.895 under a registered sale deed, dated 21.04.2022, executed by respondent No.1, after paying a total sale consideration of Rs.23,14,000/-. There is no concrete material available on record to establish that respondent No.6 had any prior knowledge of the agreement of sale, dated 09.04.2021, executed in favour of the appellants/complainants or that he was in any manner party to or aware of the disputes between the appellants/complainants and respondent No.1. Therefore, we are of the considered view that no liability can be fastened upon respondent No.6 under the provisions of the Act.

23. On a careful perusal of the entire material placed on record, it is established that appellants/complainants entered into an agreement of sale, dated 09.04.2021, with respondent No.1 in respect of the subject Plot

No.895 in the project 'DLF Garden City' and paid a sum of Rs.36,58,000/- out of the total sale consideration of Rs.37,38,000/- leaving a balance of Rs.80,000/- to be paid at the time of registration and that despite receipt of such substantial amount, respondent No.1 failed to execute a registered sale deed in favour of appellants/complainants and instead executed a registered sale deed, dated 21.04.2022, conveying the same Plot in favour of respondent No.6. Therefore, the appellants/complainants are entitled to withdraw from the transaction and claim refund of the entire sale consideration amount paid to respondent No.1 together with interest from 09.04.2021.

24. 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 procedural irregularity in the impugned order, dated 16.10.2025, passed by the learned Regulatory Authority and the same does not warrant any interference by this Tribunal.

25. In the result, the appeal fails and is dismissed and the impugned order, dated 16.10.2025, passed by the learned Regulatory Authority in Complaint No.118 of 2024 is hereby upheld. 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 learned 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