



ALTERNATE CONSUMER DISPUTE REDRESSAL CELL



**STATE CONSUMER INFORMATION CENTER,
CIVIL SUPPLIES BHAVAN, HYDERABAD**

PHONE : 23326767 (040)

E-mail id : apciv@aphic.gov.in



268/10

To Mr. Soham Modi, Managing Director,
M/s Modi Properties & Investiments Pvt. Ltd.,
M.G.Road, Secunderabad.,
Sir / Madam,

Date: 12-11-2010

Mr./Ms. Dr. Jyoth Chabria S/o.

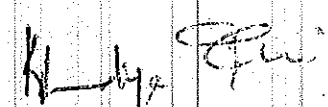
D/o. _____ R/o. Golden Hawk Complex, P.G.Rod,
Secunderabad.

gave an application to settle her / his dispute which she / he is having with you, through non-legal measures, without any protracted legal litigation. Copy of the complaint is enclosed herewith. Notice issued U/s 12(d) of C.P.Act 1986.,

Therefore, we request you to kindly make it convenient to attend conciliation on 20-11-2010 at 11-30 A.M. / P.M. at the above address.

Thanking you

Your's sincerely,


Deputy Director (Consumer
P/o. The Commissioner of Civ
A. P. Hyderabad - 500 082

ALTERNATE CONSUMER DISPUTE REDRESSAL CELL



STATE CONSUMER INFORMATION CENTER,
CIVIL SUPPLIES BHAVAN, HYDERABAD
PHONE : 23326767 (040)
E-mail id : apciv@apnic.gov.in



Complainant Number : 268/10

Date : 9/11/10. Time : 4.15 pm.

I. COMPLAINANT INFORMATION :

1. Name and Address of the Complainant

DR. J

DR. JYOTI CHABRIA.

09, Golden Hawk Complex,
PG. Road, Sec 500003

2. Telephone number of the Complainant

: 9246118485

3. Email I.D. of the Complainant

: jyothi_chabria@yahoo.com

II. DETAILS OF THE OPPOSITE PARTY :

1. Name & Address of the
Firm / Respondent / Opposite partyManaging Director, MR SOHAM MOD
Modi Group Properties & Investments
S-4-187/3 & 4, 11 Floor, Pvt Ltd2. Telephone number of the
Firm / Respondent / Opposite partyMC. Road Sec 500003
66335551

III. DETAILS OF THE COMPLAINT :

- ① Registration of procedure was not carried out despite my several requests. Finally registered 2 weeks ago. They are not handing over registration documents to me.
- ② Demanding 17,000/- towards the flat B-104, which I have not even been given the possession.
- ③ Complaints regarding flat which I have given in writing since 10/1/08 still not completed.
- ④ Mental torture and harassment repeatedly which I had selected.
- ⑤ In the onset I was given flat No 1C-502, for which I have paid the initial amount, but finally they said they had ^{sold} given it to someone else and so I was forced to settle for B-104, because they refused to pay back my initial amount of Rs 10,000/-
- ⑥ They kept back my registration amount for 2 months and refused to register stating that if I did not pay maintenance

they will not register. Finally I put the matter in 'Speak Out' Deccan Chronicle dated Oct 11, 2010, Also had to go to Keesara police station where circle Inspector Togan called both parties and finally registration procedure was conducted 2 weeks ago.

⑦ I have had to lose money on the rent that I pay in my current (12,000) flat at Paradise, I have also lost the rent that I would enjoy if I could rent flat B-104 to the tune of 3500/- p.m. All in all besides the mental agony + stress, I have lost time + money - I had to miss hospital classes etc. Being Diabetic I have missed out on meals. I must have easily lost around 2 1/2 lakhs for simply believing a company like them.

IV. TYPE OF RELIEF EXPECTED:

- ① Immediate handing over of the flat
- ② A complete ~~and~~ settlement of all issues - possession letter, NOC, etc without charging me any maintenance for an incomplete flat
- ③ A compensation in terms Rs 2.5 lacs which I have lost out on for VI. ENCLOSURES no fault of mine

- 1.
- 2.
- 3.

DECLARATION :

The above submitted information is true to the best of my knowledge and belief. I/We request the authorities to take necessary action in interest of consumer welfare under Consumer Protection Act, 1986. I also authorize the authorities to take necessary action for the above said defects of the goods or deficiency in the services provided by trader / service provider.

Place:
Date: 7/11/10

J.R. Chabria
Signature of the Complainant.



TO HYD 000002

FLD A 3105

Counter No: LF-Codes: EK

INDIA POSTAGE

Postage: Rs 30.00

16/11/2010 11:45

Wt: 40gms To: BELIMVAPAD, PIN: 500 003



CAPACITY 268/10

500

REGD. POST WITH ACK. RCF

To
Mr. Sohan Modi M.D,
Modi glass impurities & Industries
H.No. 5-4-187/344 2nd floor
M.G. Road,
Secunderabad - 500 003

శ్రీ సోహన్ మోడి

కేమిషనరు వారి కార్యాలయము

శ్రీ సోహన్ మోడి ప్రైవేటు లిమిటెడ్ ఎదురుగా

అనుజగూడ, హైదరాబాద్ - 500 003.

PARAMOUNT BUILDERS

5-4-187/3&4, II Floor, M. G. Road, Secunderabad - 500 003.
Phone: 66335551

Date: 08.07.2008

To,
Dr. Jyothi Chabria
09, Ground Floor,
Golden Hawk Complex,
P.G Road,
Secunderabad

Sub.: Payment of balance due and possession of your flat.
Ref.: Booking for flat no. 104 on 1st floor in block 'B' in our project known as 'Paramount Residency, situated at survey no. 176, Nagaram, Hyderabad - 500 083.

Dear Sir /Madam,

As you are aware majority of the work of all the flats in block 'B' at Paramount Residency is completed. We shall handover possession of these flats from 15th July 2008.

It is difficult for us to maintain the flat in a brand new condition for weeks or months and therefore minor works like final coat of paint, polish, installing CP and sanitary ware, etc., have not been completed.

You are requested to come forward and clear all your dues (an account statement is enclosed). We shall handover possession of your flat completed in all respects within 2 weeks of clearing all dues. You shall be required to give 6 post dated cheques towards maintenance charges, sign the electricity connection transfer form, sign the Paramount Residency Owners Association membership enrolment form and sign the no dues certificate at the time of clearing the dues. Upon completing these formalities we shall issue a post dated (by 2 weeks) letter of possession to enable our engineers to complete your flat in all respects.

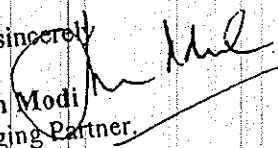
You are further requested to visit your flat and give a written list of works to be completed or complaints, if any. The same shall be attended to and completed within the 2 weeks. Our engineers have been advised to complete the minor works only after receipt of a post dated letter of possession.

You may contact Mr. K. Krishna Prasad, Assistant Manager - Customer Relations (Mobile No: +91-9989699536) or Mr. Laxmi Kanth, Customer Relations Executive (Mobile No: +91-9848545119) or at our Head office (Phone no. +91-40-66335551 or by e-mail: cr@modiproperties.com) for details regarding your dues and for completing the above formalities.

You may contact Mr. S. V. Subba Reddy, Assistant Project Manager (Mobile +91-9246532557) or Mr. S. Ram Mohan, Admin Officer (Mobile No. +91-9247536103), at the site (Phone No. +91-40-64537111, e-mail: pmr@modiproperties.com) regarding completion of work and complaints.

Thank You.

Yours sincerely


Soham Modi
Managing Partner.

Enclosed: Your Account Statement.

ABRIA



Consultant Dietician
M.Sc. (Nutrition & Dietetics)
AFT (Mumbai)

16/10/10

The Circle Inspector,
Keesm Police Station,

Respected Sir,

This is to inform you that I am Dr. Jyoti Chabria, aged 45 yrs., w/o Rajesh Chabria, professional R/o 101, Innovation Residency Bldg No 2, P.G. Road, Sec 500003.

I had booked a flat with Modi Builders, Paramount Residency No 176, Nagarom in Building No 1C-502 for which I paid an amount of Rs 10,000/- by cheque 547618 (HDFC). However, despite issuing me a receipt No 1101 for the same, I was told after few days that that particular flat 1C-502, was sold to someone else.

After several attempts of meeting the MD, Mr Soham Modi, I was informed that if I did not want to forgo my initial booking amount of Rs 10,000, I would be compelled to take another flat in another building.

I was left with no choice, and finally was given a flat in B-104.

I continued paying all my instalments in time, and finally asked them to register.

I was informed that I had to pay Rs 46,875 which was for registration charges as well as electricity. (receipt No: immediately I issued a cheque 663180 (OBC) on 28/8/10 with a commitment of completing registration within 2 days.

However, after my cheque was realised, they are refusing to register and asking me to pay 15,000/- more.

Consultant to:

- Hospitals : Parvathi Nursing Home, JJ, Shantabai (Abids), Healing Touch, Nisa Hospital
- Clinic : 09, Ground Floor, Golden Hawk Complex, P.G. Road, Secunderbad-3
- Columnist : Times of India, Deccan Post, Andhra Jyothi, Health line Magazine.
- Corporates : Hutch, Google, Dr. Reddy's
- Colleae : Shri Shakti College of Hotel Management

E-mail

parvathi.chabria@parvathi.com

... saying that if I did not pay maintainan

The Editor,
Deccan Chronicle,
Speak Out Column,
Secunderabad.

SUB: REFUSAL TO REGISTRATION OF FLAT, DESPITE
REALISATION OF CHEQUE (No 663180, OBC Sec)
DATED 28/8/10 TOWARDS REGD CHARGES

Respected Madam,

This is to bring to your kind notice that I had booked a flat in building No 1C - 502, for which I paid an initial installment of Rs 10,000/- dated 15/11/06 (pd by cheque No 547618 - HDFC) for which I was issued a receipt for the same. However I received a call from Modi builders (Paramount Residency + Paramount Builders) are a part of companies of the above, stating that that particular flat was now booked by someone else. I made several calls and made several trips to their office at MG Road, making request to return my initial booking amount as I was not interested in taking any other flat in another building. Finally I was given an appointment with the M on 4/12/06.

However to my dismay, I was made to wait for half hour and after which was informed that the MD was busy with some other work, though he was very much on the premises but was trying to evade me. I have also attached the letter, they then told me to come back on Wednesday i.e. 6/12/06.

E-mail
Collee

Shri Shakti College of Hotel M

Register stating that if I did not pay maintenance amount for 2 months and

when I went to meet Mr Soham Modi, I was shocked at his attitude.

He was rude and refused to resolve my problem. Instead he refused to refund my money and said if I did not relent to taking another flat that he offered I would have to forfeit my initial booking amount.

I was left with no choice in the matter, and continued paying all my installment on or before the date that they mentioned. * on 10/1/08 I gave a list of areas that needed ~~to be~~ rectified in the flat.

Then on 8/7/08, I received a letter in regard of the possession.

They mentioned that all works that needed to be completed should be informed to them. When I visited the flat B-104 which they allotted to me, I was surprised to see a tile (marble) missing in the dining room. There were many corrections that were needed in order to make that flat a one that one could live in. ~~I gave them the list of my all complaints dated 10/1/08.~~ ^{my ~~own~~ complaints had not been attended to in}

I kept calling them several times, giving written & verbal complaints for almost 2 years. I kept insisting that I was interested in registering the flat.

Finally I got a call from them. I went to their office. I was put on to Mr Rambabu, Mr ~~Krishna~~ ^{Krishna} Prasad, Mr ~~Deshmukh~~ etc. ~~only to hear that~~ who said that an amount of Rs 46,875 was to be made for regd. Immediately I issued a cheque of 46,875 (cheque No 663180, CBC) with a commitment that the regd ~~process~~ ^{would be} completed within 2 days of the realisation of my cheque.

Again another week passed and when I called them up I was in for another rude shock. Though my cheque was encashed I was now told that my flat ~~&~~ would not be registered as I would have to pay Rs 15000/- towards maintenance.

I kept trying to talk to several Modi property staff Mr Krishna Prasad, Mr Rambabu, Mr Deshmukh but to

~~no maintenance~~

PARAMOUNT BUILDERS

5-4-187/3 & 4, II Floor, Soham Mansion, M.G. Road, Secunderabad - 500 003.

Phone : +91-40-66335551, Fax :

To,
The Station House Officer,
Keesara Police station,
Nagaram.

Date: 16.10.2010

Dear Sir,

We have been given to understand that Mrs. Jyothi Chabria has approached you with a complaint against Paramount Builders. In that regard I would like to bring to your notice the true facts of the case.

1. Jyothi Chabria has booked a flat at Paramount Residency in 2006 vide booking form no. 1106 dated 08.12.2006 (copy enclosed). She has further entered into an agreement of sale dated 03.06.2008 for the said flat (copy enclosed).
2. As per the terms of our agreement, the construction of the flat was to be completed by April 2008 with a further grace period of 6 months. Construction of the said flat was completed by 15th July 2008.
3. A notice was sent to her by registered post dated 08.07.2008 (copy enclosed), clearly stating her outstanding due and that maintenance charges were payable from 01.09.2008 irrespective of date of possession.
4. This condition is clearly mentioned in clause 23 of the agreement of sale which reads as follows
"That upon completion of construction of the apartment the vendor shall intimate to the buyer the same at his last known address and the buyer shall be obliged to take possession thereof, subject to the condition that he has fulfilled all his obligations including payment of the entire consideration hereunder according to the terms hereof strictly. After such intimation, the vendor shall not be liable or responsible for any loss, theft, breakage, damages, trespass and the like and the buyer shall also be obliged to pay for maintenance thereof to the Vendor or the respective society".
5. Further as per the terms of the agreement the builder has agreed to register the sale deed in favour of the buyer in due course, subject to payment of all dues. Clause 34 of the agreement reads as:
"That the Vendor shall, in due course, cause sale deed/s or other conveyance to be executed and register in favour of the buyer for transfer of the apartment, etc. and the undivided share in the land, subject to the buyer paying all dues payable under or in pursuance of this agreement".
6. The customer has never made any complaint about minor defects in construction till 30.09.2010 (copy enclosed), more than a year after the construction of the flat was completed. The said defects have been rectified.

Received
for station house officer
keesara police station

PARAMOUNT BUILDERS

5-4-187/3 & 4, II Floor, Soham Mansion, M.G. Road, Secunderabad - 500 003.
Phone : +91-40-66335551, Fax :

7. The customer has visited our head office in September 2010 and used abusive language threatening to take up the matter with newspapers and with consumer courts if the maintenance charges are not waived.
8. The customer was clearly explained the terms of our agreement and regarding our intimation for payment of maintenance charges vide letter dated 08.07.2008. She was clearly told that we will not execute the sale deed until all dues were paid.
9. She is in arrears of maintenance charges @ Rs. 0.75/- per sft per month from 01.09.2008 and @ Rs. 1.00/- per sft from 01.08.2010. It may be noted that the maintenance charges are payable to Paramount Builders Owners Association and not to the builder. The builder has no personal interest in collecting the maintenance charges. Besides there is no provision in the bye-laws of the Association for any waiver in the maintenance charges.
10. Despite that she has chosen to defame us through the publication in Deccan Chronicle dated 11.10.2010 (copy enclosed). We have taken legal steps to file a defamation suit and claim damages.
11. She has also alleged that she has initially made a booking for an other flat and was subsequently allotted some other flat. This allegation is totally baseless. She may have initially chosen to book one flat and subsequently changed her mind and chosen an other flat. She has never ever raised this issue and we were surprised to find such a mention in her newspaper complaint. It may be noted that she had made such a complaint for the first time after a period of more than 3 years. She must be put to strict proof for such an allegation.

We request you to not entertain her complaint as under no stretch of imagination can her complaint amount to cheating. Our understanding in agreement is very clear and in writing. She has willfully without any force or coercion has purchased the flat, entered into agreements and made payments without any complaint of whatsoever nature till date. The motivation for her complaint is amply clear - she wants a waiver of maintenance charges which the Association has no power to grant. Besides, this dispute is purely of a civil nature.

In light of the above, we request you to not entertain her complaint.

Thank You,

Yours sincerely,


G.B. Ravi Babu
Senior Manager - Customer Relations

on 27/11/2010 at 11:30 am both parties have to
attend to above Counciling.

J.R. Chabria

Dt. 27/11/2010.

Both parties appeared and discussed the issue.
in detail, the issue has been settled as following!

1. The Complainant has paid the maintenance charges for Rs. 9000/- i.e. 50% out of actual payment.
2. The Respondent has ~~agreed to~~ handed over the Report and document as well as the possession as delivery of the cell along with keys. (Household)
3. The Both parties agreed that we to go any further dispute in this regard.
4. The cell instructed to Respondent, Clear the Plot and had over the possession.

The issue by above the cell decided to close the issue by ~~both~~ as satisfied by the complainant.

J.R. Chabria

Just

ALTERNATE CONSUMER DISPUTE REDRESSAL CELL

STATE CONSUMER INFORMATION CENTER,

CIVIL SUPPLIES BHAVAN, HYDERABAD

PHONE : 23326767 (040)

E-mail id : apciv@apnic.gov.in



PROCEEDINGS OF COUNSELLING

Complaint No. 268/10

Dt: 25/11/2010

Between:

Dr. Jyothi Chabera
PG Road
Sec' bad. 100003

Rambabu CR Nagar
Modi group properties
Investment Pvt Ltd
MH Road,
Sec' bad.

AND

Complainant.

Respondent.

Councillers:

1. K. Sadya Devi
2. P. Srinivas Rao
3. (Name illegible)

First Appearance

Both parties appeared for today's Counseling. The Respondent stated that he had taken the property before two days of the Counseling date. Respondent requests an week delay to reply to the same. He called the complainant to call after a week.

on 27/11/2010 at 11:30 am both parties have to attend the above Counciling.

J.R. Chabria
J.R. Chabria

Dt. 27/11/2010.

Both parties appeared and discussed the issue. In detail, the issue has been settled in following manner.

1. The Complainant has paid the maintenance charges for Rs. 9000/- i.e. 50% out of actual payment.
2. The Respondent has ~~agreed to~~ handed over the Report card document as well as flat possession as delivery ~~signature~~ as well as keys. (Handset)
3. The Both parties agreed that we to go any further dispute in this regard.
4. The all instructed the Respondent, Clear the flat and hand over the possession. The issue by above the all decided to close the issue by ~~both~~ the parties satisfied by the complainant.

J.R. Chabria

J.R.



MODI
PROPERTIES &
INVESTMENTS PVT. LTD.

Off : 5-4-187/3&4, IInd Floor,
M.G. Road, Secunderabad - 500 003.
Phone : 040-66335551
Fax : 040-27544058
email : info@modiproperties.com
Visit us at : www.modiproperties.com

Date: 27/11/2010

To
Alternate Consumer Dispute Redressal Cell,
Civil Supplies Bhavan, Hyderabad

Dear Sir;

**Sub:Complaint No.268/10 filed by Dr.Jyothi Chabria,
Ref:Your proceedings dtd. 20.11.2010**

With reference to the above, we would like to state the following facts for your perusal.

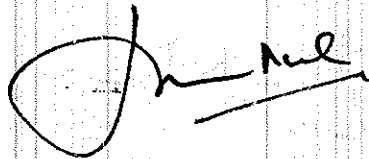
We are reputed builders having completed several housing projects in and around Hyderabad and Rangareddy Dist. The following are the projects completed and sold by us.

1. Silver Oak Bungalows - Phase I & II, Cherlapalli
2. Gulmohar Gardens - Mallapur
3. Mayflower Heights - Mallapur
4. Mayflower Park - Nacharam
5. Silver Oak Apts - Cherlapalli

a. In the above projects we have constructed thousands of flats and sold them to our customers without giving any room for any complaint from our customers. The Complainant had booked a flat in the year 2006 in one of our projects namely M/s.Paramount Residency, situated at Nagaram Village, Keesara Mandal, Ranga Reddy District. Subsequently the Complainant entered into an agreement of sale with us. As per the said agreement we had to complete

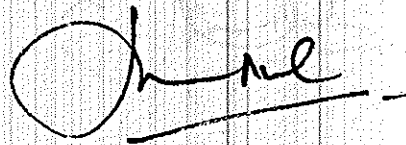
the construction of the said flat before April'2008 with a further grace period of six months i.e., before the end Oct' 2008. We completed the construction by 15th July 2008 in all aspects and by a letter dated 8th July 2008 we informed to the Complainant that we are ready to handover possession of the flat by 15th July 2008 and asked the Complainant to come forward and clear all the dues and further the Complainant has been asked to visit the flat and give a written list of minor works to be completed or complaints if any. But the Complainant never bothered to come forward to take possession of the said flat and get the registration done, after paying dues and registration charges.

b. We further submits that it was only on 28th August 2010 the Complainant has paid the registration charges that too almost two years from the date of our letter asking the Complainant to pay the dues and take possession of the flat. From the above said fact, it is very clear that the registration of the deed and delivery of possession is delayed as the Complainant has not come forward to pay the dues and registration charges till 28th August 2010. Therefore the Complainant cannot attribute any false allegations against us for the delay in registration and handing over the possession of the flat purchased by the Complainant. After the completion of the flat by us, we had attended to all the minor changes required by the complainant and flat was ready for occupation within the stipulated time. The complainant was also informed of the fact. As per the terms of the agreement of sale and also the rules and regulations governing the payment of maintenance charges, the complainant had to pay not only the registration, stamp duty and other charges but also the maintenance charges in respect of the flat. The complainant did not accept to pay the amount due by her till 28th of August' 10. Even then the complainant did not pay all the amounts due by her upto such date. The complainant paid only amounts covering the expenses of stamp duty

A handwritten signature in black ink, appearing to be 'J. M. K.', is written over a horizontal line. The signature is stylized and somewhat cursive.

and registration charges. But failed to pay the maintenance charges due from the date of the completion of the flat ie., 15th July 2008 till the date of registration. The said maintenance charges are for the benefit of the Association of owners of the complex namely Paramount Residency, but not our benefit. However we as the builder are responsible for the collection of the Maintenance charges from the complainant. We therefore requested the complainant to pay the said charges, but instead of paying the same the complainant refused to do so. Hence the registration of the sale deed could not be completed. The delay in the registration of the sale deed is entirely due to the default of the complainant in paying the entire amount due by her.

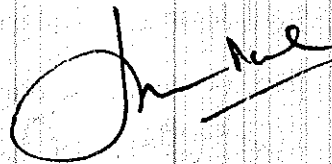
c. The Complainant visited our office in the month of September 2010 and used abusive language and threatened that she will take up the matter to the News papers, if we are not prepared to waive the dues payable by the Complainant towards maintenance charges for the period between completion of the flat till the date of possession. The Complainant is liable to pay the maintenance charges as the said flat has been completed in all respects by 15.07.2008. The Complainant has not bothered to pay the maintenance charges and get registration of the deed and to take possession of the flat. Instead of the same, the Complainant has chosen to defame our reputation through the publication in the Deccan Chronicle English daily dated 11.10.2010. In the said publication the Complainant has made false and baseless allegations against us to defame our reputation and to lower the reputation of us in the business circles. That apart the Complainant also filed a false report before the P.S. Nacharam and made all false and baseless allegations. Upon such complaint the P.S. Nacharam called us and made enquiry. This also subjected us to mental

A handwritten signature in black ink, consisting of a large circular initial followed by a cursive name and a horizontal line underneath.

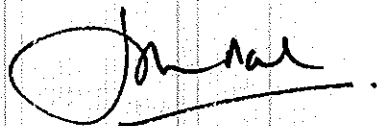
agony and harassment. Vexed with attitude of the complainant, we have already filed a criminal complaint for defamation and also filed a civil suit for damages for Rs.10,00,000/- against the complainant vide SR.No.1/345/2010 ^{dtd - 25.11-10} on the file XI MM, Secunderabad and vide SR OS No.12268/2010 on the file IIIrd Sr.Civil Judge, Secunderabad.

The reply to the points raised by the complainant under para No.3 of the complaint as follows:

- 1) It is denied that the registration procedure was not carried out despite the request of the complainant. In fact the delay in registration of the sale deed is due to the delay of payment and registration charges as stated supra by the complainant. As the complainant failed to pay the maintenance charges as claimed, complainant is not entitled to receive the registered documents.
- 2) The respondent respectfully submits as the flat was completed 2 years the complainant liable to pay maintenance charges from the date of registration and handing over of the position, as the delay occurred due to non payment of registration charges and maintenance charges by the complainant.
- 3) It is absolutely false that the complaints given by the complainant were not attended by the respondent. In fact the flat was ready 2 ~~years~~ ^{years} ago for occupation.
- 4) In fact the complainant is subjecting the respondent to mental torture, harassment and blackmailing the respondent who is a reputed builder.



- 5) The contention of the complainant that she was forced to book flat B-104, because we refused to refund the booking amount of Rs.10,000/- is a blatant lie. In fact as the flat which she has chosen was already booked by some other else, the same was informed to her and she choose the present flat no.B-104. The respectfully submitted that the complainant is changing her version from time to time as per her requirements which is not acceptable under law. It is pertinent to mention here that the cheque for Rs.10,000/- was deposited in the account of respondent only after the booking form was signed by the complainant.
- 6) The contention of the complainant that the registration was delayed even after the payment of registration charges is false and baseless. It is submitted that without paying the maintenance charges as due by the complainant, the complainant is not entitled for registration of the deed. In any event the registration of the deed was done inspite of complainant's failure to pay the dues. The complainant approached the Deccan Chronicle speakout and PS Keesara only to harass and to blackmail this respondent.
- 7) The contention of the complainant that she sustained monitory loss besides the mental agony and stress is baseless and all this happened due to the adamant attitude of the complainant. It is further submitted that the complainant is not entitled for any compensation much less 2.50 lacks as claimed by her and infact the complainant has to pay a sum of Rs.10 lakhs towards damages for defaming and lowering the reputation of the respondent in the business circles.



We agree to handover the possession of the flat subject to the clearance of all dues by the complainant and without prejudices to our right in the above cases already filed.

Thanking you,

Yours faithfully,
For MODIPROPERTIES AND INVESTMENTS (P) Ltd.,

A handwritten signature in black ink, appearing to read 'Soham Modi', is written over a circular stamp. The signature is fluid and cursive.

(SOHAM MODI)
MANAGING DIRECTOR

ALTERNATE CONSUMER DISPUTE REDRESSAL CELL

STATE CONSUMER INFORMATION CENTER,
CIVIL SUPPLIES BHAVAN, HYDERABAD

PHONE : 23326767 (040)

E-mail id : apciv@apnic.gov.in



PROCEEDINGS OF COUNSELLING

Complaint No. 268/10

Dt: 25/11/2010

Between:

Dr. Jyothi Chabria,
PG Road
Sec 'bad. 100003.

Rambabu CR
Modi group properties
Investment Pvt Ltd.
Mh Road,
Sec 'bad.

Cell 9809648945

AND

Complainant.

Respondent.

Councillers:

1. *K. Sadiq Khan*
2. *P. Srinivas Rao*
- 3.

First Appearance

Both parties appeared for today's counselling.
The Respondent stated that the letter being before two days
for counselling date. Respondent requests an week time to
reply to same. The cell directed to call again

on 27/11/2010 at 11.30 am bow park near G
attend to above Counciling.

J.R. Chabria

J.R. Chabria



ALTERNATE CONSUMER DISPUTE REDRESSAL CELL



**STATE CONSUMER INFORMATION CENTER,
CIVIL SUPPLIES BHAVAN, HYDERABAD**

PHONE : 23326767 (040)

E-mail id : apciv@apnic.gov.in



268/10

Date: **12-11-2010**

To **Mr. Soham Modi, Managing Director,
M/s Modi Properties & Investiments Pvt. Ltd.,
M.G.Road, Secunderabad.,**

Sir / Madam,

Mr./Ms. Dr. Jyoth Chabria S/o.

D/o. _____ R/o. Golden Hawk Complex, P.G.Rod,
Secunderabad.

gave an application to settle her / his dispute which she / he is having with you, through non-legal measures, without any protracted legal litigation. Copy of the complaint is enclosed herewith. Notice issued U/s 12(d) of C.P.Act 1986.

Therefore, we request you to kindly make it convenient to attend conciliation on **20-11-2010** at **11-30** A.M. / P.M. at the above

address.

Thanking you

Your's sincerely,

[Signature]
Deputy Director (Consumer)
D/o. The Commissioner of Civil Supplies
A. P. Hyderabad - 500 082

ALTERNATE CONSUMER DISPUTE REDRESSAL CELL



STATE CONSUMER INFORMATION CENTER,
CIVIL SUPPLIES BHAVAN, HYDERABAD

PHONE : 23326767 (040)

E-mail id : apciv@apnic.gov.in



Compliant Number : 268/10 Date : 9/11/10. Time : 4.15 pm.

I. COMPLAINANT INFORMATION :

1. Name and Address of the Complainant : DR. JYOTI CHABRIA
DR. J : 09, Golden Hawk Complex,
Pc. Road, Sec 500003
2. Telephone number of the Complainant : 9246118485
3. Email I.D. of the Complainant : jyothi_chabria@yahoo.com

II. DETAILS OF THE OPPOSITE PARTY :

1. Name & Address of the Firm / Respondent / Opposite party : Managing Director, MR SOHAM MODI
Modi Group Properties & Investments Pvt Ltd
S-4-187/3 & 4, 11 Floor,
MG. Road Sec 500003
2. Telephone number of the Firm / Respondent / Opposite party : 66335551

III. DETAILS OF THE COMPLAINT :

- ① Registration & procedure was not carried out despite my several requests. Finally registered 2 weeks ago. They are not handing over registration documents to me
- ② Demanding 17,000/- towards the flat B-104 which I have not even been given the possession
- ③ Complaints regarding flat which I have given in writing since 10/1/08 will not be completed
- ④ Mental torture and harassment repeatedly which I had selected
- ⑤ In the onset I was given flat No 1C-502, for which I have paid the initial amount, but finally they said they had ^{sold} given it to someone else and so I was forced to settle for B-104, because they refused to pay back my initial amount of Rs 10,000/-
- ⑥ They kept back my registration amount for 2 months and refused to register stating that if I did not pay maintenance

they will not registers. Finally I put the matter in 'Speak Out' Deccan chronicle dated Oct 11, 2010, Also had to go to Keesara police station where circle Inspector Jagan called both parties and finally registration procedure was conducted 2 weeks ago.

⑦ I have had to lose money on the rent that I pay in my current (12,000/-) flat at Paradise, I have also lost the rent that I would enjoy if I could rent flat B-104 to the tune of 3500/- p.m. All in all besides the mental agony + stress, I have lost time + money - I had to miss hospital, classes etc. Being Diabetic I have missed out on meals. I must have easily lost around 2 1/2 lakhs ^{for simply believing a} company like them.

IV. TYPE OF RELIEF EXPECTED:

- ① Immediate handing over of the flat
- ② A complete ~~over~~ settlement of all issues - possession letter, etc without charging me any maintenance for an incomplete flat
- ③ A compensation in terms Rs 2.5 lacs which I have lost out on for VI. ENCLOSURES no fault of mine

1.

2.

3.

DECLARATION:

The above submitted information is true to the best of my knowledge and belief. I/We request the authorities to take necessary action in interest of consumer welfare under Consumer Protection Act, 1986. I also authorize the authorities to take necessary action for the above said defects of the goods or deficiency in the services provided by trader / service provider.

Place:

Date: 7/11/10

J.R. Chabralai

Signature of the Complainant.

AR RATH,
Residency,
Nagaram, Secunderabad

Deccan Chronicle reader Shahbaz Husain, 39
of the manhole cover with name of Hyderabad

3

PARAMOUNT BUILDERS

5-4-187/3&4, II Floor, M. G. Road, Secunderabad - 500 003.
Phone: 66335551

Date: 08.07.2008

To,
Dr. Jyothi Chabria
09, Ground Floor,
Golden Hawk Complex,
P.G Road,
Secunderabad

Sub.: Payment of balance due and possession of your flat.
Ref.: Booking for flat no. 104 on 1st floor in block 'B' in our project known as 'Paramount Residency, situated at survey no. 176, Nagaram, Hyderabad - 500 083.

Dear Sir/Madam,

As you are aware majority of the work of all the flats in block 'B' at Paramount Residency is completed. We shall handover possession of these flats from 15th July 2008.

It is difficult for us to maintain the flat in a brand new condition for weeks or months and therefore minor works like final coat of paint, polish, installing CP and sanitary ware, etc., have not been completed.

You are requested to come forward and clear all your dues (an account statement is enclosed). We shall handover possession of your flat completed in all respects within 2 weeks of clearing all dues. You shall be required to give 6 post dated cheques towards maintenance charges, sign the electricity connection transfer form, sign the Paramount Residency Owners Association membership enrolment form and sign the no dues certificate at the time of clearing the dues. Upon completing these formalities we shall issue a post dated (by 2 weeks) letter of possession to enable our engineers to complete your flat in all respects.

You are further requested to visit your flat and give a written list of works to be completed or complaints, if any. The same shall be attended to and completed within the 2 weeks. Our engineers have been advised to complete the minor works only after receipt of a post dated letter of possession.

You may contact Mr. K. Krishna Prasad, Assistant Manager - Customer Relations (Mobile No: +91-9989699536) or Mr. Laxmi Kanth, Customer Relations Executive (Mobile No: +91-9848545119) or at our Head office (Phone no. +91-40-66335551 or by e-mail: cr@modiproperties.com) for details regarding your dues and for completing the above formalities.

You may contact Mr. S. V. Subba Reddy, Assistant Project Manager (Mobile +91-9246532557) or Mr. S. Ram Mohan, Admin Officer (Mobile No. +91-9247536103), at the site (Phone No. +91-40-64537111, e-mail: pmr@modiproperties.com) regarding completion of work and complaints.

Thank You.

Yours sincerely

Soham Modi
Managing Partner

Enclosed: Your Account Statement:

The Editor,
Deccan Chronicle
Speak Out Column,
Secunderabad.

SUB : REFUSAL TO REGISTRATION OF FLAT, DESPITE
REALISATION OF CHEQUE (NO 663180, OBC Sec)
DATED 28/8/10. TOWARDS REGD CHARGES.

Respected Madam,

This is to bring to your kind notice that I had booked a flat in building No 1C - 502, for which I paid an initial installment of Rs 10,000/- dated 15/11/06 (pd by cheque No 547618 - HDFC). For which I was issued a receipt for the same. However I received a call from Modi builders (Paramount Residency & Paramount Builders) are a part of companies of the above, stating that that particular flat was now booked by someone else. I made several calls and made several trips to their office at MG Road, making request to return my initial booking amount as I was not interested in taking any other flat in another building.

Finally I was given an appointment with the MD on 4/12/06.

However to my dismay, I was made to wait for half hour and after which was informed that the MD was busy with some other work, though he was very much on the premises but was trying to evade me.

I have also attached the letter, they then told me to come back on Wednesday i.e. 6/12/06.

E-mail
College

register stating that if I did not pay maintenance amount for 2 months and
: Shri Shakti College of Hotel Management

When I went to meet Mr Soham Modi, I was shocked at his attitude.

He was rude and refused to resolve my problem. Instead he refused to refund my money and said if I did not relent to taking another flat that he offered I would have to forfeit my initial booking amount.

I was left with no choice in the matter, and continued paying all my installment on or before the date that they mentioned. * on 10/11/08 I gave a list of areas that needed to be rectified in the flat.

Then on 8/7/08, I received a letter in regard of the possession.

They mentioned that all works that needed to be completed should be informed to them. When I visited the flat B-104 which they allotted to me, I was surprised to see a tile (marble) missing in the dining room. There were many corrections that were needed in order to make that flat a one that one could live in; ^{my ~~own~~ complaints had not been attended to} I gave them the list of my all complaints dated 10/11/08.

I kept calling them several times, giving written & verbal complaints for almost 2 years. I kept insisting that I was interested in registering the flat.

Finally I got a call from them. I went to their office. I was put on to Mr Rambabu, Mr Krishna Prasad, Mr Deshmukh etc. only to hear that who said that an amount of Rs 46,875 was to be made for regd. Immediately I issued a cheque of 46,875 (cheque No 663180, OBC) with a commitment that the regd ^{would be} ~~process~~ completed within 2 days of the realisation of my cheque.

Again another week passed and when I called them up I was in for another rude shock. Though my cheque was encashed I was now told that my flat ~~it~~ would not be registered as I would have to pay Rs 15000/- towards maintenance.

I kept trying to talk to several Modi property staff Mr Krishna Prasad, Mr Rambabu, Mr Deshmukh but to

maintenance

JYOTI CHABRIA

Consultant Dietician
M.Sc. (Nutrition & Dietetics)
IAFT (Mumbai)



Cell : 9246118485
Resi.: 66494688

16/10/10

To
The Circle Inspector,
Keesra Police Station,

Respected Sir,

This is amr Jyoti Chabria, aged 45 yrs, w/o Rajesh Chabria, professional R/o 101, Innovation Residency Bldg No 2, P.G. Road, sec 500003.

I had booked a flat with Modi Builders, Paramount Residency No 176, Nagaram in Building No 1C-502 for which I paid an amount of Rs 10,000/- by cheque 547618 (HDFC).

However despite issuing me a receipt No 1101 for the same, I was told after few days that that particular flat 1C-502, was sold to someone else.

After several attempts of meeting the MD, Mr Saham Modi, I was informed that if I did not want to forgo my initial booking amount of Rs 10,000, I would be compelled to take another flat in another building.

I was left with no choice, and finally was given a flat in B-104.

I continued paying all my installments in time, and finally asked them to register.

I was informed that I had to pay Rs 46,875 which was for registration charges as well as electricity. (receipt No 2011)

Immediately I issued a cheque 663180 (OBC) on 28/8/10 with a commitment of completing registration within 2 days.

However after my cheque was realised, they are refusing to register and asking me to pay 10,000/- more.

Consultant to :

- Hospitals : Parvathi Nursing Home, JJ, Shantabai (Abids), Healing Touch, Nisa Hospital
- Clinic : 09, Ground Floor, Golden Hawk Complex, P.G. Road, Secunderbad-3.
- Columnist : Times of India, Deccan Post, Andhra Jyothi, Health line Magazine.
- Corporates : Hutch, Google, Dr. Reddy's
- Collece : Shri Shakti College of Hotel Management

E-mail

ivyothi.chabria@gmail.com

stating that if I did not pay maintenance

PARAMOUNT BUILDERS

5-4-187/3 & 4, II Floor, Soham Mansion, M.G. Road, Secunderabad - 500 003.

Phone : +91-40-66335551, Fax :

To,
The Station House Officer,
Keesara Police station,
Nagaram.

Date: 16.10.2010

Dear Sir,

We have been given to understand that Mrs. Jyothi Chabria has approached you with a complaint against Paramount Builders. In that regard I would like to bring to your notice the true facts of the case.

1. Jyothi Chabria has booked a flat at Paramount Residency in 2006 vide booking form no. 1106 dated 08.12.2006 (copy enclosed). She has further entered into an agreement of sale dated 03.06.2008 for the said flat (copy enclosed).
2. As per the terms of our agreement, the construction of the flat was to be completed by April 2008 with a further grace period of 6 months. Construction of the said flat was completed by 15th July 2008.
3. A notice was sent to her by registered post dated 08.07.2008 (copy enclosed), clearly stating her outstanding due and that maintenance charges were payable from 01.09.2008 irrespective of date of possession.
4. This condition is clearly mentioned in clause 23 of the agreement of sale which reads as follows
"That upon completion of construction of the apartment the vendor shall intimate to the buyer the same at his last known address and the buyer shall be obliged to take possession thereof, subject to the condition that he has fulfilled all his obligations including payment of the entire consideration hereunder according to the terms hereof strictly. After such intimation, the vendor shall not be liable or responsible for any loss, theft, breakage, damages, trespass and the like and the buyer shall also be obliged to pay for maintenance thereof to the Vendor or the respective society".
5. Further as per the terms of the agreement the builder has agreed to register the sale deed in favour of the buyer in due course, subject to payment of all dues. Clause 34 of the agreement reads as:
"That the Vendor shall, in due course, cause sale deed/s or other conveyance to be executed and register in favour of the buyer for transfer of the apartment, etc. and the undivided share in the land, subject to the buyer paying all dues payable under or in pursuance of this agreement".
6. The customer has never made any complaint about minor defects in construction till 30.09.2010 (copy enclosed), more than a year after the construction of the flat was completed. The said defects have been rectified.

Received
for station house officer
keesara police station

PARAMOUNT BUILDERS

5-4-187/3 & 4, II Floor, Soham Mansion, M.G. Road, Secunderabad - 500 003.
Phone : +91-40-66335551, Fax :

7. The customer has visited our head office in September 2010 and used abusive language threatening to take up the matter with newspapers and with consumer courts if the maintenance charges are not waived.
8. The customer was clearly explained the terms of our agreement and regarding our intimation for payment of maintenance charges vide letter dated 08.07.2008. She was clearly told that we will not execute the sale deed until all dues were paid.
9. She is in arrears of maintenance charges @ Rs. 0.75/- per sft per month from 01.09.2008 and @ Rs. 1.00/- per sft from 01.08.2010. It may be noted that the maintenance charges are payable to Paramount Builders Owners Association and not to the builder. The builder has no personal interest in collecting the maintenance charges. Besides there is no provision in the bye-laws of the Association for any waiver in the maintenance charges.
10. Despite that she has chosen to defame us through the publication in Deccan Chronicle dated 11.10.2010 (copy enclosed). We have taken legal steps to file a defamation suit and claim damages.
11. She has also alleged that she has initially made a booking for an other flat and was subsequently allotted some other flat. This allegation is totally baseless. She may have initially chosen to book one flat and subsequently changed her mind and chosen an other flat. She has never ever raised this issue and we were surprised to find such a mention in her newspaper complaint. It may be noted that she had made such a complaint for the first time after a period of more than 3 years. She must be put to strict proof for such an allegation.

We request you to not entertain her complaint as under no stretch of imagination can her complaint amount to cheating. Our understanding in agreement is very clear and in writing. She has willfully without any force or coercion has purchased the flat, entered into agreements and made payments without any complaint of whatsoever nature till date. The motivation for her complaint is amply clear – she wants a waiver of maintenance charges which the Association has no power to grant. Besides, this dispute is purely of a civil nature.

In light of the above, we request you to not entertain her complaint.

Thank You,

Yours sincerely,


G.B. Ran. Babu
Senior Manager - Customer Relations

Note for filing defamation case.

Date: 11.10.2010

1. Jyothi Chabria has booked a flat at Paramount Residency in 2006.
2. The construction of the flat was to be completed by April 2008 with a further grace period of 6 months. Construction of the said flat was completed by 15th July 2008.
3. A notice was sent to her by registered post, dated 08.07.2008, clearly stating her outstanding due and that maintenance charges were payable from 01.09.2008 irrespective of date of possession. This condition is clearly mentioned in clause 23 of the agreement of sale.
4. The customer has never made any complaint about defects in construction till 30.09.2010, more than a year after the construction of the flat was completed. The said defects have been rectified.
5. The customer has visited our head office in September 2010 and used abusive language threatening to take up the matter with newspapers and with consumer courts if the maintenance charges are not waived.
6. The customer was clearly explained the terms of our agreement and regarding our intimation for payment of maintenance charges vide letter dated 08.07.2008. She was clearly told that we will not execute the conveyance deed until all dues were paid. She is in arrears of maintenance charges @ Rs. 0.75/- per sft per month from 01.09.2008 and @ Rs. 1.00/- per sft from 01.08.2010.
7. Despite that she has chosen to defame us through the publication in Deccan Chronicle dated 11.10.2010.
8. Send a notice for defamation followed by a suit for defamation for a value of about Rs. 5 lakhs to 10 lakhs.

Enclosures:

1. Copy of booking form.
2. Copy of agreement of sale.
3. Copy of notice dated 08.07.2008 along with acknowledgement card.
4. Copy of buyer info sheet.
5. Copy of customer's letter dated 25.9.2010.
6. Copy of customer's complaint dated 30.09.10.
7. Copy of article in Deccan Chronicle.

Notes:

Builder: Soham Modi, Managing Partner, Paramount Builders, 5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad – 500003.

Customer: Jyoti Chabria, W/o.Mr. Rajesh Chabria, Flat No. 09, Ground Floor, Golden Hawk Complex, P.G. Road, Secunderabad – 500003.

✓
APPROVED BY
11 OCT 2010
SOHAM MODI
MANAGING DIRECTOR

Note on Jyothi Chabaria, Flat No. B 104 at Paramount Residency.

Jyothi Chabaria has alleged that initially the booking was made for Flat no. 1C 502 and the same was not allotted to her. Our company policy is to sell flats on a first come first serve basis. In the month of November 2006, our sales manager had gone to pick up the booking for the same flat from Mr. K.V.S.S.V. Prasad. He paid the booking amount and signed the booking form.

On the same day Dr. Jyothi Chabaria visited our site office and requested to make a booking for the same flat. A cheque was taken from her by the sales executive at site. When the manager returned he realized the mistake and immediately informed Dr. Jyothi Chabaria. She was given the option to choose an other flat or the cheque would be refunded to her. However, she chose to make a booking for flat no. B 104 and accordingly documents were executed.

It may be noted that her cheque was deposited only after three weeks from the date of initial booking and the booking form was signed on 6th December 2006. Her contention that the Rs. 10,000/- booking amount was not being refunded to her is absolutely false. The said cheque was deposited only after her consent that too after the booking form for flat no. B 104 was signed.

Date: 20.11.2010

Enclosures:

1. Copy of booking form of Mr. K.V.V.S.V. Prasad.
2. Bank statement of November & December 2006 showing cheque of Mr. K.V.S.S.V. Prasad (cheque no. 0587478) was cleared on 20.11.2006 and that of Dr. Chabaria (cheque no. 0547618) was cleared on 11.12.2006.


APPROVED BY
19 NOV 2010
SOFIAH MODI
MANAGING DIRECTOR

M/S. PARAMOUNT BUILDERS
5-4-187/3 AND 4, 3RD FLOOR,
SOHAM MANSION, M G ROAD
SECUNDERABAD
AP
500003
INDIA
R19414
BRANCH CODE :042

Currency : INR
Email :
OD Limit : 0.00
Cust ID : 6295002
Account No : 0422000018418
HYDERABAD - SECUNDERABAD

From: 05/11/2006 To: 04/12/2006

Statement of accounts

Date	Narration	Chq./Ref.Number	Value date	Withdrawl Amount	Deposit Amount	Closing Balance*
16/11/2006	CHQ PAID-MICR INW CLG-HYDERABAD	0700308	16/11/2006	1,628.00		1,317,560.73
16/11/2006	CHQ PAID-MICR INW CLG-HYDERABAD	0700291	16/11/2006	3,319.00		1,314,241.73
16/11/2006	CHQ PAID-MICR INW CLG-HYDERABAD	0700300	16/11/2006	4,224.00		1,310,017.73
16/11/2006	CHQ PAID-MICR INW CLG-HYDERABAD	0700312	16/11/2006	6,500.00		1,303,517.73
16/11/2006	CHQ PAID-MICR INW CLG-HYDERABAD	0700321	16/11/2006	6,899.00		1,296,618.73
16/11/2006	CHQ PAID-MICR INW CLG-HYDERABAD	0700323	16/11/2006	27,240.00		1,269,378.73
16/11/2006	FUNDS TRAN - HYDERABAD - S-1261000057600	0700316	16/11/2006	4,095.00		1,265,283.73
16/11/2006	FUNDS TRAN - HYDERABAD - S-1261050039510	0700318	16/11/2006	245.00		1,265,038.73
16/11/2006	CASH DEP - HYDERABAD - SEC		16/11/2006		5,000.00	1,270,038.73
17/11/2006	CHQ DEP-MICR CLG-HYDERABAD - LAK	0225525	17/11/2006		10,000.00	1,280,038.73
17/11/2006	CHQ DEP-MICR CLG-HYDERABAD - LAK	0547008	17/11/2006		10,000.00	1,290,038.73
16/11/2006	FUNDS TRAN - NACHARAM, AND-3681000024503	0700326	16/11/2006	15,000.00		1,275,038.73
16/11/2006	FUNDS TRAN - NACHARAM, AND-3681000024503	0700327	16/11/2006	15,000.00		1,260,038.73
16/11/2006	FUNDS TRAN - NACHARAM, AND-3681000024503	0700328	16/11/2006	15,000.00		1,245,038.73
16/11/2006	FUNDS TRAN - NACHARAM, AND-3681000024503	0700329	16/11/2006	15,000.00		1,230,038.73
17/11/2006	CHQ PAID-MICR INW CLG-HYDERABAD	0700310	17/11/2006	648.00		1,229,390.73
17/11/2006	CHQ PAID-MICR INW CLG-HYDERABAD	0700294	17/11/2006	1,508.00		1,227,882.73
17/11/2006	CHQ PAID-MICR INW CLG-HYDERABAD	0700288	17/11/2006	8,790.00		1,219,092.73
17/11/2006	CHQ PAID-MICR INW CLG-HYDERABAD	0700313	17/11/2006	10,500.00		1,208,592.73
17/11/2006	CHQ PAID-MICR INW CLG-HYDERABAD	0700287	17/11/2006	29,150.00		1,179,442.73
17/11/2006	CHQ DEP-MICR CLG-HYDERABAD - LAK	0139227	18/11/2006		10,000.00	1,189,442.73
17/11/2006	CHQ DEP-MICR CLG-HYDERABAD - LAK	0074113	18/11/2006		10,000.00	1,199,442.73
17/11/2006	FUNDS TRAN - HYDERABAD - S-3681610001213	0013866	17/11/2006		10,000.00	1,209,442.73
17/11/2006	CHQ DEP-MICR CLG-HYDERABAD - LAK	0124788	18/11/2006		5,000.00	1,214,442.73
17/11/2006	CHQ DEP-MICR CLG-HYDERABAD - LAK	0595606	18/11/2006		10,000.00	1,224,442.73
17/11/2006	CHQ DEP-MICR CLG-HYDERABAD - LAK	0200644	18/11/2006		10,000.00	1,234,442.73
18/11/2006	CHQ PAID-MICR INW CLG-HYDERABAD	0700292	18/11/2006	375.00		1,234,067.73
18/11/2006	CHQ PAID - HYDERABAD - SEC	0700332	18/11/2006	10,000.00		1,224,067.73
18/11/2006	FUNDS TRAN - NACHARAM, AND-0421200054231	0700319	18/11/2006	2,680.00		1,221,387.73
20/11/2006	CHQ PAID-MICR INW CLG-HYDERABAD	0546222	20/11/2006	2,250.00		1,219,137.73
20/11/2006	FUNDS TRAN - HYDERABAD - S-0421200051797	0700359	20/11/2006	38,777.00		1,180,360.73
20/11/2006	FUNDS TRAN - HYDERABAD - S-0421200051797	0700358	20/11/2006	11,633.00		1,168,727.73
20/11/2006	FUNDS TRAN - HYDERABAD - S-0421200051797	0700349	20/11/2006	20,000.00		1,148,727.73
20/11/2006	FUNDS TRAN - NACHARAM, AND-1261000057600	0700356	20/11/2006	4,653.00		1,144,074.73
20/11/2006	FUNDS TRAN - NACHARAM, AND-3681000024503	0700352	20/11/2006	27,750.00		1,116,324.73
20/11/2006	FUNDS TRAN - NACHARAM, AND-3682000003274	0700355	20/11/2006	34,432.00		1,081,892.73
20/11/2006	FUNDS TRAN - HYDERABAD - S-0422000024020	0700353	20/11/2006	11,978.00		1,069,914.73
20/11/2006	CHQ DEP-MICR CLG-HYDERABAD - LAK	0918496	21/11/2006		10,000.00	1,079,914.73
20/11/2006	CHQ DEP-MICR CLG-HYDERABAD - LAK	0089037	21/11/2006		10,000.00	1,089,914.73
20/11/2006	CHQ DEP-MICR CLG-HYDERABAD - LAK	0467403	21/11/2006		15,000.00	1,104,914.73
20/11/2006	CHQ DEP-MICR CLG-HYDERABAD - LAK	0031299	21/11/2006		5,000.00	1,109,914.73
20/11/2006	CHQ DEP-MICR CLG-HYDERABAD - LAK	0587478	21/11/2006		10,000.00	1,119,914.73
21/11/2006	CHQ PAID-MICR INW CLG-HYDERABAD	0700301	21/11/2006	894.00		1,119,020.73
21/11/2006	CHQ DEP-HIGH VALUE CLG-HYDERABAD - LAK	0021709	21/11/2006		1,000,000.00	2,119,020.73
21/11/2006	CASH DEP - HYDERABAD - SEC		21/11/2006		25,000.00	2,144,020.73
21/11/2006	CHQ DEP-MICR CLG-HYDERABAD - LAK	0200645	22/11/2006		75,000.00	2,219,020.73

CONTINUE

HDFC BANK LIMITED

* Closing balance includes funds earmarked for hold and uncleared funds
Contents of this statement will be considered correct if no error is reported within 30 days of receipt of statement.

Understand your world

M/S. PARAMOUNT BUILDERS
 MODI PROPERTIES AND INVESTMENTS PLTD
 5-4-187/3 AND 4, SOHAM MANSION,
 ABV BANK OF BARODA RANIGUNJ MG ROAD
 SECUNDERABAD
 AP
 500003
 INDIA
 BRANCH CODE :042

R12271

Currency : INR

Email :

OD Limit : 1,350,000.00

Cust ID : 6295002

Account No : 0422000018418

HYDERABAD - SECUNDERABAD

Statement of accounts

From: 05/12/2006 To: 04/01/2007

Date	Narration	Chq./Ref. Number	Value date	Withdrawl Amount	Deposit Amount	Closing Balance*
08/12/2006	CHQ PAID-MICR INW CLG-HYDERABAD	0700361	08/12/2006	8,932.00		824,738.13
08/12/2006	CHQ PAID-MICR INW CLG-HYDERABAD	0726001	08/12/2006	12,049.00		812,689.13
08/12/2006	CHQ PAID-MICR INW CLG-HYDERABAD	0725937	08/12/2006	14,648.00		798,041.13
08/12/2006	CHQ PAID-MICR INW CLG-HYDERABAD	0725986	08/12/2006	15,088.00		782,953.13
08/12/2006	CHQ PAID-MICR INW CLG-HYDERABAD	0725938	08/12/2006	50,000.00		732,953.13
08/12/2006	CHQ PAID-MICR INW CLG-HYDERABAD	0725993	08/12/2006	61,225.00		671,728.13
08/12/2006	CHQ PAID - HYDERABAD - SEC	0726003	08/12/2006	20,000.00		651,728.13
09/12/2006	CHQ PAID-MICR INW CLG-HYDERABAD	0700338	09/12/2006	192.00		651,536.13
09/12/2006	CHQ PAID-MICR INW CLG-HYDERABAD	0725963	09/12/2006	240.00		651,296.13
09/12/2006	CHQ PAID-MICR INW CLG-HYDERABAD	0725984	09/12/2006	788.00		650,508.13
09/12/2006	CHQ PAID-MICR INW CLG-HYDERABAD	0700307	09/12/2006	2,050.00		648,458.13
09/12/2006	CHQ PAID-MICR INW CLG-HYDERABAD	0700365	09/12/2006	2,050.00		646,408.13
09/12/2006	CHQ PAID-MICR INW CLG-HYDERABAD	0725977	09/12/2006	3,500.00		642,908.13
09/12/2006	CHQ PAID-MICR INW CLG-HYDERABAD	0725973	09/12/2006	8,277.00		634,631.13
09/12/2006	CHQ PAID-MICR INW CLG-HYDERABAD	0725957	09/12/2006	21,000.00		613,631.13
09/12/2006	CHQ PAID - HYDERABAD - SEC	0725997	09/12/2006	3,675.00		609,956.13
09/12/2006	CHQ PAID - HYDERABAD - SEC	0726002	09/12/2006	1,550.00		608,406.13
09/12/2006	SER TAX ON CHQ RTN CHGS FOR 071206		09/12/2006	6.00		608,400.13
09/12/2006	EDUCES ON CHQ RTN CHGS FOR 071206		09/12/2006	0.12		608,400.01
09/12/2006	FUNDS TRAN - HYDERABAD - S-0422090000036	0726004	09/12/2006	7,858.00		600,542.01
09/12/2006	FUNDS TRAN - HYDERABAD - S-0422090000036	0726005	09/12/2006	17,173.00		583,369.01
09/12/2006	CHQ DEP-MICR CLG-HYDERABAD - LAK	0685969	11/12/2006		10,000.00	593,369.01
09/12/2006	CHQ DEP-MICR CLG-HYDERABAD - LAK	0611721	11/12/2006		75,000.00	668,369.01
09/12/2006	CHQ DEP-MICR CLG-HYDERABAD - LAK	0660447	11/12/2006		100,000.00	768,369.01
09/12/2006	CHQ DEP-MICR CLG-HYDERABAD - LAK	0387651	11/12/2006		5,000.00	773,369.01
09/12/2006	CHQ DEP-MICR CLG-HYDERABAD - LAK	0081411	11/12/2006		75,000.00	848,369.01
09/12/2006	CHQ DEP-MICR CLG-HYDERABAD - LAK	0619613	11/12/2006		10,000.00	858,369.01
09/12/2006	CHQ DEP-MICR CLG-HYDERABAD - LAK	0364313	11/12/2006		40,000.00	898,369.01
09/12/2006	CHQ DEP-MICR CLG-HYDERABAD - LAK	0205948	11/12/2006		75,000.00	973,369.01
09/12/2006	CHQ DEP-MICR CLG-HYDERABAD - LAK	0205947	11/12/2006		75,000.00	1,048,369.01
09/12/2006	CHQ DEP-MICR CLG-HYDERABAD - LAK	0021714	11/12/2006		1,000,000.00	2,048,369.01
09/12/2006	CHQ DEP-MICR CLG-HYDERABAD - LAK	0467775	11/12/2006		75,000.00	2,123,369.01
09/12/2006	FUNDS TRAN - HYDERABAD - S-0421200051797	0726007	09/12/2006	16,106.00		2,107,263.01
09/12/2006	FUNDS TRAN - HYDERABAD - S-0421200051797	0726006	09/12/2006	34,912.00		2,072,351.01
09/12/2006	FUNDS TRAN - HYDERABAD - S-042120007143	0726012	09/12/2006	784.00		2,071,567.01
09/12/2006	FUNDS TRAN - HYDERABAD - S-0421200055156	0726018	09/12/2006	9,933.00		2,061,634.01
09/12/2006	IW CHQ RET-CHEQUE STALE	0700365	09/12/2006		2,050.00	2,063,684.01
10/12/2006	FUNDS TRAN - HYDERABAD - S-1261000057600	0726014	10/12/2006	10,653.00		2,053,031.01
10/12/2006	FUNDS TRAN - HYDERABAD - S-1261000057600	0726011	10/12/2006	17,018.00		2,036,013.01
10/12/2006	FUNDS TRAN - HYDERABAD - S-1261000048493	0726019	10/12/2006	10,227.00		2,025,786.01
10/12/2006	FUNDS TRAN - HYDERABAD - S-0421200052452	0726017	10/12/2006	892.00		2,024,894.01
11/12/2006	CHQ PAID-MICR INW CLG-HYDERABAD	0725964	11/12/2006	8,610.00		2,016,284.01
11/12/2006	FUNDS TRAN - HYDERABAD - S-0421500008742	0547618	11/12/2006		10,000.00	2,026,284.01
11/12/2006	CASH DEP - HYDERABAD - SEC		11/12/2006		75,000.00	2,101,284.01
11/12/2006	FUNDS TRAN - HYDERABAD - S-0422000024020	0743065	11/12/2006	15,080.00		2,086,204.01
12/12/2006	CHQ PAID-MICR INW CLG-HYDERABAD	0725962	12/12/2006	3,016.00		2,083,188.01

CONTINUE

ABV BANK LIMITED

* Closing balance includes funds earmarked for hold and uncleared funds

Contents of this statement will be considered correct if no error is reported within 30 days of receipt of statement

Paramount Residency

Designed & Developed by M/s. Paramount Builders & M/s. Bhargavi Developers)
 Sy.Nos. 176,
 Nagaram
 Keesara Mandal
 Hyderabad - 500 062.

Marketed by :



MODI

PROPERTIES &
 INVESTMENTS PVT.LTD.
 5-4-187/3 & 4, II Floor, M.G. Road,
 SECUNDERABAD - 500 003.
 Phone : 66335551 Fax : 040-2/544058
 Email : info@modiproperties.com

BOOKING FORM

No. 1059

Name of Purchaser :	MR. K.V.V.S.V. PRASAD		
Name of the Father/Spouse:	MR. K. GANGA RAJU	Age	32
Address:	MIG-51 A.P.I.T.C. COLONY NORTH KAMALA NAGAR NEAR: ROUND BUILDING ECIL-X-ROAD MD-62 WORKING FOR L&T		
Occupation :	WORKING FOR L&T		
Phone	Office	Home	
	Mobile	Email	986658144
Flat No.	1C-502	Area	820 Sft.
Parking	Scooter Parking No. 38	Car Parking No.	18
Total Sale Consideration :	Rs. 9,96,000/-		
(in words)	Rupees. Nine lacs Ninety four thousand		
Type of Flat	<input checked="" type="checkbox"/> Semi-deluxe <input type="checkbox"/> Deluxe		
Payment Terms	Booking Amount	Rs. 10,000	Receipt No. & Date : 1042 dt 15/11/07
Installment No.	Due Date	Amount	Remarks
1.	14-12-06	75,000	
2.	29-12-06	64,000	
3.	14-01-07	5,07,000	
4.	14-02-07	1,30,000	
5.	31-12-07	2,08,000	
6.			
7.			
8.			
9.			
10.			
Payment Scheme	<input checked="" type="checkbox"/> Housing Loan		<input type="checkbox"/> Installment Scheme
Payment in favour of	<input checked="" type="checkbox"/> M/s. Paramount Builders		<input type="checkbox"/> M/s. Bhargavi Developers
Power Connection Type	<input checked="" type="checkbox"/> Single Phase		<input type="checkbox"/> Three Phase
Remarks			
		PPT No.	102

I HEREBY DECLARE THAT I HAVE GONE THROUGH AND UNDERSTOOD THE TERMS AND CONDITIONS MENTIONED OVERLEAF AND SHALL ABIDE BY THE SAME.

Date: 16/11/07

Signature of Purchaser: *[Signature]*

Place: Sec 50

For Modi Properties & Investments Pvt. Ltd.

Booked by :

Signature:

Naveena

Name : *A Siva DESHMUKH*

Note :

M/s. Paramount Builders & M/s. Bhargavi Developers (Partnership firms) are the Joint Owners & Developers of Paramount Residency (HUDA sanction plan No.1481/P4/HUDA/2005, dt.22.08.2005). Modi Properties & Investments Pvt Ltd., are duly appointed as the sole Marketing Agents of M/s. Paramount Builders & M/s. Bhargavi Developers. All payments however shall be made directly in favour of Paramount Builders & Bhargavi Developers for their respective share of flats. The term Builder shall mean and include Modi Properties & Investments Pvt. Ltd., Paramount Builders & Bhargavi Developers

olc

IN THE COURT OF THE HON'BLE III SENIOR CIVIL JUDGE
CITY CIVIL COURT AT SECUNDERABAD

O.S.No: 753 OF 2010

Between:

M/s.Paramount Builders, a partnership firm
represented by its Managing Partner,
Sri Soham Modi S/o Sri Satish Modi, aged 38 years,
at 5-4-187/3 & 4, Soham Mansion,
M.G.Road, Secunderabad. ...

PLAINTIFF

And

Dr.(Mrs.) Jyothi Chabria,
W/o.Mr.Rajesh Chabria,
Aged about 42 years,
R/o 09, Ground Floor, Gloden Hawk Complex,
PG Road, Secunderabad - 500 003 ...

DEFENDANT

SUIT FOR DAMAGES

PLAINT FILED UNDER SECTION 26 C.P.C.

I. Description of the Plaintiff:

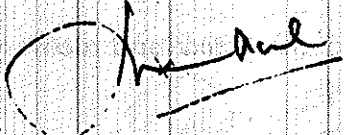
The address for service of all notices, summons and process etc. on the Plaintiff is as mentioned above and of their counsel Sri C.Balagopal, Smt.Ameerunnisa Begum, K.Vijaya Saradhi and C.V.Chandramouli Advocates, office at Flat No.103, Suresh Harivillu Apartments, Road No.11, West Marredpally, Secunderabad.

II. Description of the Defendant:

The address for service of all notices, summons and process etc. on the Defendant is the same as mentioned above.

III. Facts of the case:

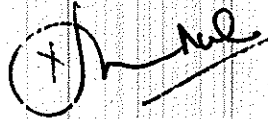
a) The Plaintiff M/s.Paramount Builders is a reputed builder having completed several projects of construction of multi-storied residential complexes in and around the Hyderabad and Rangareddy District. The following are the projects completed and sold by the Plaintiff.



1. Silver Oak Bungalows – Phase I & II, Cherlapalli
2. Gulmohar Gardens - Mallapur
3. Mayflower Heights - Mallapur
4. Mayflower Park - Nacharam
5. Silver Oak Apts - Cherlapalli

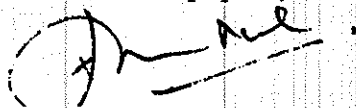
b). The Plaintiff in the above projects have constructed thousands of flats and sold them to their customers without giving any room for any complaint from their customers. The Defendant had booked a flat in the year 2006 in the Plaintiff's one such project namely M/s.Paramount Residency, situated at Nagaram Village, Keesara Mandal, Ranga Reddy District. Subsequently the Defendant entered into an agreement of sale with the Plaintiff. As per the said agreement the Plaintiff has to complete the construction of the said flat before April'2008 with a further grace period of six months i.e., before the end Oct' 2008. The Plaintiff completed the construction by 15th July 2008 in all aspects and by a letter dated 8th July 2008 the Plaintiff informed to the Defendant that the flat is ready and it is ready to handover possession of the flat by 15th July 2008 and asked the Defendant to come forward and clear all the dues and further the Defendant has been asked to visit the flat and give a written list of minor works to be completed or complaints if any. But the Defendant never bothered to come forward to take possession of the said flat and get the registration done, after paying dues and registration charges.

c). The Plaintiff further submits that it was only on 28th August 2010 the Defendant has paid the registration charges that too almost two years from the date of the Plaintiff's letter asking the Defendant to pay the dues and take possession of the flat. From the above said fact, it is very clear that the registration of the deed and delivery of possession is delayed as the



Defendant has not come forward to pay the dues and registration charges till 28th August 2010. Therefore the Defendant cannot attribute any false allegations against the Plaintiff for the delay in registration and handing over the possession of the flat purchased by the Defendant. After the completion of the flat by the plaintiff, the plaintiff attended to all the minor changes required by the defendant and flat was ready for occupation within the stipulated time. The defendant was also informed of the fact. As per the terms of the agreement of sale and also the rules and regulations governing the payment of maintenance charges, the defendant had to pay not only the registration of stamp duty and other charges but also the maintenance charges in respect of the flat. The defendant did not accept to pay the amount due by her till 28th of August' 10. Even then the defendant did not pay all the amounts due by her upto such date. The defendant paid only amounts covering the expenses of stamp duty and registration charges. But failed to pay the maintenance charges due from the date of the completion of the flat i.e., 15th July 2008 till the date of registration. The said maintenance charges are for the benefit of the Association of owners of the complex namely Paramount Residency, but not benefit of the plaintiff. However the plaintiff as the builder is responsible for the collection of the Maintenance charges from the defendant same to the association. The plaintiff therefore requested the defendant to pay the said charges, but instead of paying the same the defendant refused to do so. Hence the registration of the sale deed could not be completed. The delaying the registration of the sale deed is entirely due to the default of the defendant in paying the entire amount due by her.

d). The Plaintiff submits that the Defendant visited the Plaintiff's office in the month of September 2010 and used abusive language and threatened the Plaintiff that she will take up the matter to the News papers, if the Plaintiff



is not prepared to waive the dues payable by the Defendant towards maintenance charges for the period between completion of the flat till the date of possession. The Defendant is liable to pay the maintenance charges as the said flat has been completed in all respects by 15.07.2008. The Defendant has not bothered to pay the maintenance charges and get registration of the deed and to take possession of the flat. Instead of the same, the Defendant has chosen to defame the Plaintiff's reputation through the publication in the Deccan Chronicle English daily dated 11.10.2010. In the said publication the Defendant has made false and baseless allegations against the Plaintiff to defame its reputation and to lower the reputation of the Plaintiff in the business circles. That apart the Defendant also filed a false report before the P.S. Nacharam and made all false and baseless allegations. Upon such complaint the P.S. Nacharam called the Plaintiff and made enquiry. This also subjected the Plaintiff to mental agony and harassment.

e). The Plaintiff submits that the Defendant made a false publication in the Deccan Chronicle and caused mental agony to the Plaintiff. Some of the reputed builders who came to know about the publication had expressed deep shock and enquired about the publication. The mental agony caused to the Plaintiff incalculable, as almost 30 years of reputation built up by the Plaintiff in the real estate sector has been damaged. The Plaintiff has never been defamed by any of the customers for the last 30 years. The Defendant has made all false and baseless allegations through the publication thereby caused great mental agony and torture to the Plaintiff. The Defendant has made this false allegations intending to harm and knowing that such publication will harm reputation of the Plaintiff.

f). The Plaintiff was haunted by the inquisitive queries being generated by the false publication foisted by the Defendant herein, which caused great

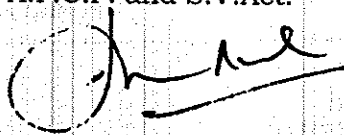


mental trauma to the Plaintiff. The Plaintiff could not take the acts of the Defendant as childish and stupid anymore, hence, the Plaintiff issued a notice dated 15.10.2010, calling upon the Defendant to pay a sum of Rs.10 lakhs towards compensation for damaging the reputation of the Plaintiff. The Defendant having received the said notice has not bothered to give any reply. The Actions of the Defendant show that she is bent upon to cause damage to the Plaintiff's reputation and is not repentant about making false allegation. Hence the Defendant is liable to pay damages of Rs.10,00,000/- for damaging the reputation of the Plaintiff in the business circles.

IV. Cause of action: the cause of action for the suit arose on 08.12.2006 when the Defendant booked a flat in the Paramount Residency, and on 03.06.2008 when the Defendant entered into an Agreement of sale of the said flat and on 08.07.2008 when the Defendant is intimated about the completion of the construction of the flat and the dues payable to the Plaintiff and on in the month of September 2010 when the Defendant visited the Plaintiff's office and abused and on 11.10.2010 when the Defendant made publication in the Decan Chronicle daily and on 15.10.2010 when the Plaintiff sent a notice through its counsel for payment of damages of Rs.10,00,000/- and on all other dates when the Defendant is failed to comply with the notice and the cause of action is subsisting.

V. Jurisdiction: The Plaintiff's office is situated at M.G.Road, Secunderabad and the Defendant also resides in P.G.Road, Secunderabad, which is within jurisdiction of this Hon'ble court and hence this Hon'ble Court has got jurisdiction to try the suit

VI. Court Fee: The suit is valued for the purpose of court fee and jurisdiction at Rs.10,00,000/- for damages on which a court fee of Rs.12426/- is herewith paid under A.P.C.F. and S.V.Act.



VII. Prayer: The Plaintiff prays that this Hon'ble court be pleased to pass a Judgement and Decree in favour of the Plaintiff and against the Defendant granting the following reliefs:-

- a) To direct the Defendant to pay a sum of Rs.10,00,000/- (Rupees Ten lakhs only) to the Plaintiff towards damages;
- b) To grant the costs of the suit; and
- c) to pass such other relief or reliefs as are just and necessary in the circumstances of the case.

Counsel for Plaintiff

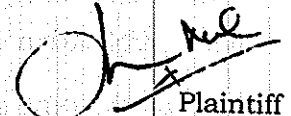
SECUNDERABAD
Date: 15-11-2010


PLAINTIFF

VERIFICATION

I, Soham Modi S/o Sri Satish Modi, Aged 38 years, the Plaintiff herein submit that the facts mentioned above are true and correct to the best of my knowledge and belief. Hence verified.


Secunderabad
Date: 15.11.2010


Plaintiff

LIST OF DOCUMENTS

S.No.	Date	Description of document
1.		Booking form
2.		Agreement of sale
3.	08.07.2008	Letter of completion issued by Plaintiff to the Defendant
4.		Publication in the Deccan Chronicle
5.	15.10.2010	Notice sent by the Plaintiff to the Defendant
6.		Postal Acknowledgement

Secunderabad
Date: 15.11.2010


Plaintiff

IN THE COURT OF THE HON'BLE III
SENIOR CIVIL JUDGE
CITY CIVIL COURT AT
SECUNDERABAD

O.S.No: 753 OF 2010

Between:

M/s.Paramount Builders
... PLAINTIFF

And

Dr.(Mrs.) Jyothi Chabria
... DEFENDANT

PLAINT

SUIT FOR DAMAGES

Filed on: .11.2010

Filed by:

Shri C. BALAGOPAL
Smt.Ameerunnisa Begum
K.Vijayasradhi &
C.V. Chandramouli
Advocates

Flat No.103, Suresh Harivillu Apts,
Road No.11, West Marredpally,
Secunderabad - 26.
Ph: 64570512

COUNSEL FOR PLAINTIFF

o/c

IN THE COURT OF THE HON'BLE III SENIOR CIVIL JUDGE
CITY CIVIL COURT AT SECUNDERABAD

O.S.No: OF 2010

Between:

M/s.Paramount Builders

...

PLAINTIFF

And

Dr.(Mrs.) Jyothi Chabria

...

DEFENDANT

AFFIDAVIT

I, Soham Modi S/o Sri Satish Modi, Aged 38 years, occ: Business at 5-4-187/3 & 4, Soham Mansion, M.G.Road, Secunderabad, do hereby solemnly affirm and state on oath as follows:

1. I am the Managing Partner of the Plaintiff in the above suit as such I am well acquainted with the facts of the case.
2. I state the facts mentioned in the plaint are true and correct to the best of my knowledge and belief.

Hence this verified affidavit.

Sworn and signed before me
on this the 15th day of November, 2010
at Secunderabad.



DEPONENT

ADVOCATE / SECUNDERABAD

IN THE COURT OF THE HON'BLE
III SENIOR CIVIL JUDGE
CITY CIVIL COURT AT
SECUNDERABAD

O.S.No: OF 2010

Between:

M/s.Paramount Builders
... PLAINTIFF

And

Dr.(Mrs.) Jyothi Chabria
... DEFENDANT

VERIFIED AFFIDAVIT

Filed on: .11.2010

Filed by:

Shri C. BALAGOPAL
Smt.Ameerunnisa Begum
K.Vijayaradhi &
C.V. Chandramouli
Advocates

Flat No.103, Suresh Harivillu Apts,
Road No.11, West Marredpally,
Secunderabad - 26.
Ph: 64570512

COUNSEL FOR PLAINTIFF

o/c

**IN THE COURT OF THE HON'BLE XI ADDL. CHIEF METROPOLITAN
MAGISTRATE: AT SECUNDERABAD**

C.C.No: OF 2010

Between:

M/s.Paramount Builders, a partnership firm
represented by its Managing Partner,
Sri Soham Modi S/o Sri Satish Modi, aged 38 years,
at 5-4-187/3 & 4, Soham Mansion,
M.G.Road, Secunderabad.

... COMPLAINANT

And

Dr.(Mrs.) Jyothi Chabria,
W/o.Mr.Rajesh Chabria,
Aged about 42 years, occupation:
R/o 09, Ground Floor, Gloden Hawk Complex,
PG Road, Secunderabad - 500 003

----- ACCUSED

**COMPLAINT FILED UNDER SEC 190 & 200 Cr.P.C.
R/W SEC 499 & 500 IPC.**

The complainant respectfully submits as follows:

1. Name of the Complainant : M/s.Paramount Builders
Rep. by its Managing Partner
Mr.Soham Modi
2. Name of the Accused : Dr.Mrs.Jyothi Chabria
3. Nature of Offence : Section 499 & 500 of I.P.C.
4. Jurisdiction of P.S. : P.S. Ramgopalpet,
Secunderabad.
5. List of witnesses : i. The Complainant herein.

6. Facts of the case:

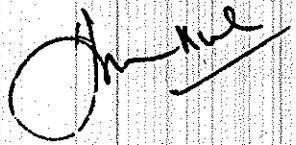
a) The Complainant M/s.Paramount Builders is a reputed builder having completed several projects of construction of multi-storied residential complexes in and around the Hyderabad and Rangareddy District. The following are the projects completed and sold by the Complainant.

1. Silver Oak Bungalows - Phase I & II, Cherlapalli
2. Gulmohar Gardens - Mallapur
3. Mayflower Heights - Mallapur
4. Mayflower Park - Nacharam
5. Silver Oak Apts - Cherlapalli



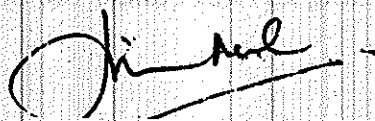
b). The Complainant in the above projects have constructed thousands of flats and sold them to their customers without giving any room for any complaint from their customers. The Accused had booked a flat in the year 2006 in the Complainant's one such project namely M/s.Paramount Residency, situated at Nagaram Village, Keesara Mandal, Ranga Reddy District. Subsequently the Accused entered into an agreement of sale with the Complainant. As per the said agreement the Complainant has to complete the construction of the said flat before April'2008 with a further grace period of six months i.e., before the end Oct' 2008. The Complainant completed the construction by 15th July 2008 in all aspects and by a letter dated 8th July 2008 the Complainant informed to the Accused that the flat is ready and it is ready to handover possession of the flat by 15th July 2008 and asked the Accused to come forward and clear all the dues and further the Accused has been asked to visit the flat and give a written list of minor works to be completed or complaints if any. But the Accused never bothered to come forward to take possession of the said flat and get the registration done, after paying dues and registration charges.

c). The Complainant further submits that it was only on 28th August 2010 the Accused has paid the registration charges that too almost two years from the date of the Complainant's letter asking the Accused to pay the dues and take possession of the flat. From the above said facts, it is very clear that the registration of the deed and delivery of possession is delayed as the Accused has not come forward to pay the dues and registration charges till 28th August 2010. Therefore the Accused cannot attribute any false allegations against the Complainant for the delay in registration and handing over the possession of the flat purchased by the Accused.



d). The Complainant submits that the Accused visited the Complainant's office in the month of September 2010 and used abusive language and threatened the Complainant that she will take up the matter to the News papers, if the Complainant is not prepared to waive the dues payable by the Accused towards maintenance charges for the period between completion of the flat till the date of possession. The Accused is liable to pay the maintenance charges as the said flat has been completed in all respects by 15.07.2008. The Accused has not bothered to pay the maintenance charges and get registration of the deed and to take possession of the flat. Instead of the same, the Accused has chosen to defame the Complainant's reputation through the publication in the Deccan Chronicle English daily dated 11.10.2010. In the said publication the Accused has made false and baseless allegations against the Complainant to defame its reputation and to lower the reputation of the Complainant in the business circles. That apart the Accused also filed a false report before the P.S. Nacharam and made all false and baseless allegations. Upon such complaint the P.S.Nacharam called the Complainant and made enquiry. This also subjected the Complainant to mental agony and harassment.

e). The Complainant submits that the Accused made a false publication in the Deccan Chronicle and caused mental agony to the Complainant. Some of the reputed builders who came to know about the publication had expressed deep shock and enquired about the publication. The mental agony caused to the Complainant incalculable as in almost 30 years of reputation built up by the Complainant in the real estate sector. The Complainant has never been accused by any of the customers for the last 30 years. The Accused has made false and baseless allegations through the publication thereby caused great mental agony and torture to the



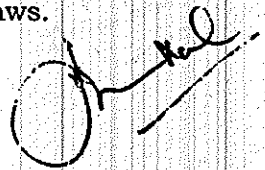
Complainant. The Accused has made these false allegations intending to harm and knowing that such publication will harm reputation of the Complainant motivated by ill-will.

f). The Complainant was haunted by the inquisitive queries being generated by the false publication foisted by the accused herein, which caused great mental trauma to the complainant. The complainant could not take the acts of the Accused as childish and stupid anymore, hence, the complainant issued a notice dated 15.10.2010, calling upon the Accused to pay a sum of Rs.10 lakhs towards compensation for damaging the reputation of the Complainant. The accused having received the said notice has not bothered to give any reply. The Actions of the Accused show that she is bent upon to cause damage to the Complainant's reputation and is not repentant about making false allegation.

g). The Complainant submits that the Accused by words spoken and by way of publication made in Deccan Chronicle dated 11.10.2010 with an intention to harm knowing well that such imputation and publication will harm, the reputation of the Complainant and the Complainant submits that the Accused is also liable to be punished for defaming the Complainant. Hence the acts of the Accused attract the offences U/s 499 & 500 of I.P.C.

h). The complainant's office is at M.G.Road, Secunderabad, where they suffered the agony of defamation; the Accused visited the Complainant's office in the month of September 2010 and abused the Complainant and on 11.10.2010 the date of publication in the Deccan Chronicle, which fall within the jurisdiction of the Police Station of Ramgopalpet. Hence this Hon'ble court has jurisdiction to try this case.

i). The Complainant reserves its right to file separate suit or proceedings for vindicating its rights under the Civil Laws.



It is, therefore, prayed that this Hon'ble court be pleased to summon the Accused; try her and punish her for the offence of Defamation, as per law and further grant the fine amount to the Complainant herein, under sec 357 of Cr.P.C, in the interest of justice.

Secunderabad

Date: 15.11.2010


Complainant

VERIFICATION

I, Soham Modi S/o Sri Satish Modi, Aged 38 years, the Complainant herein submit that the facts mentioned above are true and correct to the best of my knowledge and belief. Hence verified.

Secunderabad

Date: 15.11.2010


Complainant

LIST OF DOCUMENTS

S.No.	Date	Description of document
1.		Booking form
2.		Agreement of sale
3.	08.07.2008	Letter of completion issued by Plaintiff to the Defendant
4.		Publication in the Deccan Chronicle
5.	15.10.2010	Notice sent by the Plaintiff to the Defendant
6.		Postal Acknowledgement

Secunderabad
Date: 15.11.2010


Complainant

IN THE COURT OF THE
HON'BLE XI ADDL. CHIEF
METROPOLITAN MAGISTRATE:
SECUNDERABAD

C.C.No: OF 2010

Between:

M/s.Paramount Builders
----- Complainant

And

Dr.Mrs.Jyothi Chabria
----- Accused.

COMPLAINT FILED UNDER SEC
190 & 200 Cr.P.C. R/W SEC 499
& 500 IPC.

Filed on: -11-2010

Filed by:

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