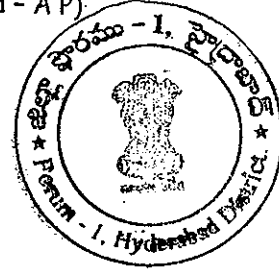


BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL FORUM-I,  
HYDERABAD

(9<sup>th</sup> Floor, Chandravihar, M J Road, Nampally, Hyderabad - A P)



CC No 587 of 2009



Between:

EP. Anand Kumar.  
21-133 3rd cross Uttam Nagar,  
Malkajgiri, Hgd - 500 007.

Complainant(s)

And

Sohan Modi,

Opposite Party(s)

Where as the complainant(s) above named has filed the above said complaint against you, a copy of which is herewith referred to you

You are hereby directed to appear before this forum either in person or through your authorized agent on 03/09/09 at 10:30 a.m and submit your version of the case along with affidavits and documents in four sets on which you reply in support thereof, failing which, this Forum will proceed to settle the above Consumer Dispute in your absence.

Given by order and under the seal of this forum on this the 3rd Aug 2009 day of 2009

//BY ORDER//

To,

Sohan Modi

Managing partner,

Modi ventures & Sri Sai Builders,

5-4-187/38th 2nd Floor, M.G. Road,

Secunderabad - 500 003.

*B. Sreedhar*  
SHERISTADAR 10/08/09  
Dist Forum-I Hyderabad  
SHERISTADAR / HEAR ASST.  
Dist. Forum I Hyderabad  
(Under Consumer Protection Act, 1986)

Dist. No. 990/09  
12/8/09

BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL FOURM-I  
HYDERABAD.

587  
Consumer Dispute Case No...../2009

A petition under Section-12 of Consumer Protection Act  
And

In the matter of: Deficiency of Service and Unfair Trade Practice

E.P.Anand Kumar  
S/o Chinnaiah, aged about 52 years  
Prof: Govt. Employee,  
R/o 21-133, 3<sup>rd</sup> cross, Uttamnagar,  
Malkajgiri,  
Hyderabad-500 047

..... Complainant

Vs.

Soham Modi,  
Managing Partner,  
Modi Ventures & Sri Sai Builders,  
# 5-4-187/3&4 2<sup>nd</sup> Floor, M.G.Road,  
Secunderabad-500 003

..... Opposite Parties

To

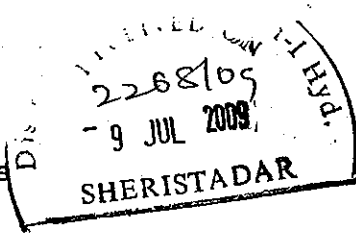
Hon'ble President and Members  
District Consumer Forum-I  
Hyderabad

May it please your honors:

This complaint petition is being filed by E.P.Anand Kumar S/o Chinnaiah, aged about 52 years, Prof. Govt. Employee, R/o 21-133, 3<sup>rd</sup> cross, Uttamnagar, Malkajgiri, Hyderabad-500 047 referred hereafter as a complainant, and is as follows:

1. That this complainant Petition is being filed under Sec., 2(1)(g) of Consumer Protection Act, 1986.
2. That the O.P is doing business with title of Investments Pvt. Ltd., (Owned & Developed by Modi Ventures & Sri Sai Builders and the O.P. used to gather the customer through Telephone calls and brochures placing at the business places where the maximum public available
3. The Complainant while going at the road a publicity banner was found at Mallapur, Hyderabad and contacted the person who available at the banner, where on Mr.Karunakar Reddy stated to be a field Executive of the O.P orally explained about the venture. I left that day, the Field Executive has rang up for 4 to 5 times stating the venture bookings are going to be end shortly and the present rates are going to be hike and requested for early booking without giving me think about the venture.
4. The aggressive explanation of the benefits informed by the Respondent field executive for which by exposing the complainant, the complainant booked a semi deluxe flat and paid an amount of Rs.25,000/- The Field Executive also informed me orally that if not satisfied it can be cancelled within a month and take the refund of the booking amount. After making an enquiry it is revealed that there is no proper plan about when the Flat

*E.P. Anand Kumar*



is going to be hand over to the customers, due to which I made cancellation same was informed to the Field Executive Orally within the one month of my booking amount paid to the Respondent.

5. The O.P failed to give any terms and conditions before booking, the terms and conditions known after booking of the Flat which were printed back side of the Booking Form, the O.P never issued any paper except the booking form, now saying that the booking fee not refundable which is a Unfair Trade Practice.
6. The matter has been taken to the notice of the Alternate Consumer Dispute Redressal, Department of Consumer Affairs Food & Civil Supplies, Somjiguda, Hyderabad to settle the matter under non-legal measures, the Dispute Redressal Cell issued a notice and call the Respondent for conciliation of the issue, one Mr. G.B.Rambabu Manager Customer Relations has attended on behalf of the Respondent and stated that as per the terms and conditions held backside of the booking Form the refund of the booking amount does not arise. The Cell negotiated to refund the booking amount while deducting the administrative charge for 2% from the paid amount, but the Manager denied. Cell advised me to approach the District Consumer Forum, Hyderabad to get appropriate legal orders against the Respondent.
7. It is clear evidence that the Respondent motto to earn the money with false promises and with cheating activates which are illegal and against to the Consumer Protection Act 1986. At the time of bookings there is no land at all to the Respondent, after collecting the amounts from the consumer only he has started the work at venture but not before booking the flats by the consumers,
8. It is submitted that as per the fair transactions is concerned the Respondent must have the clear title land at his end and come to the market to book the orders, but the present transactions are quite against to the legality transactions, which are unfair trade practice also because the Respondents establishment maintaining with consumer money only. It is clear evidence and stated to be that there is no fair transactions appears in the acts of the Respondent, the terms and conditions prepared by Respondent himself by arbitrarily which are no fair and far way from the natural justice.
9. The complainant has lost precious time and lost the expenditure spent on for rounding to the Respondents Office. The Complainant paid an amount of Rs.25,000/- by taking loan from the out side. It is a large amount to ordinary employee, without any service taking or forfeiting in the name of company is inhuman thing. The Opposite parties inflicted enormous amount of mental agony, loss of precious time and financial loss of the complainant.



10. The Complainant also failed to resolve the customer grievance being a reputed organization as a Service Provider, it amounts to deficiency of service as defined under Section 2(1)(g) of the Consumer Protection Act
11. The present issue is within time limit and also paid the Court fee for Rs.100/- in the shape of the D.D. issued by the India Bank, Service Branch of Hyderabad, bearing No.484926 dated 7-7-2009.

**PRAYER**

In view of the submissions contained in the preceding paras 1 to 11 the complainant prays to the Hon'ble Forum to

- a) Direct the O.P, to return the booking amount of Rs. 25,000/- with an interest of 18% p.a from the date of payment made to the Respondent.
- b) Pay sum of Rs.50,000/- for creating the creating mental agony and lose of precious time and expenditure
- c) Pay a sum of the Rs.,3,000/- towards petition cost.

For which act of kindness, the Complainant shall, as is duty bound ever pray.

Signature

  
E.P. Anand Kumar  
Complainant

Encl:

1. Copy of the Receipt of booking amount as annexure-1
2. Copy of the booking form as annexure-II
3. Copy of the letter from the Respondent denied for refund as annexure-III
4. Copy of the Complainant filed in Alternate Consumer Redressal Cell