

In the Court of the DIST CONSUMER FORUM

AT L.B. NAGAR. RR DIST

CC No. 137 of 2014

Between :

Ms Angadi Vijaya Lakshmi & Another

Plaintiff  
Petitioner

Complainant  
Appellant

Modi & Modi Constructions

Defendant  
Respondent  
Accused

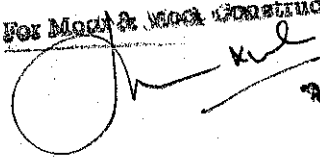
I/We

Modi & Modi Constructions  
Rep by Partner Soham Modi  
5-4-187/3+4 M.G. Road  
Sec-Bad

do hereby appoint and retain

**C. BALA GOPAL**  
**AMEERUNISA BEGUM**  
**K. VIJAYA SARADHI**  
**C. V. CHANDRAMOULI**  
ADVOCATES

Advocate/s to appear for me/us in the above Suit/Appeal/Petition/Case and to conduct and prosecute and defend the same and all proceedings that may be taken in respect of any application for execution of any decree or order passed therein. I/We empower my/our Advocate/s to appear in all miscellaneous proceedings in the above suit or matter till all decrees or order are fully satisfied or adjusted to compromise and obtain the return of Documents and draw any money that might be payable to me/us in the said Suit or matter and I/We do further empower my/our Advocate/s to accept on my/our behalf, service of notice of all or any appeal or petition filed in any Court or appeal Reference or Revision with regard to the said suit or matter before disposal of this same in Honourable Court.

For Modi & Modi Constructions  
  
Partner

Certified that the executant who is well acquainted with English, read this Vakalatnama that the contents of this Vakalatnama were read out and explained in Urdu/Hindi/Telugu to executant he/she/they being unacquainted with English who appeared perfectly to understand the same and signed or put his/her/their name or mark in my presence.

Identified by: Sri. C.V. Chandramouli

Executed on this the 29<sup>th</sup> Day of July 2014

ADVOCATE



In the Court of the DIST CONSUMER FORUM

AT L.B. NAGAR.

RR DIST

CC No. 137 of 2014

Between :

Ms Angadi Vijaya Lakshmi & Another

Plaintiff  
Petitioner

Complainant  
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Modi & Modi Constructions

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I/We

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Rep by Partner Sohram Modi

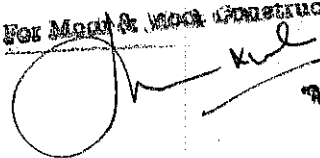
5-4-187/3+4 M.G. Road

Sec-Bad

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For Modi & Modi Constructions  
  
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Identified by: Sri C.V. Chandramouli

Executed on this the 29<sup>th</sup> Day of July 2014

ADVOCATE

In the Court of the

DIST- CONSUMER FORUM RR DIST

AT L.B. Nagar

CC No. 137 of 2014

Between :

Argadi Vijaya Lakshmi Plaintiff  
Jai Petitioner  
Appellant  
Complainant

AND

Modi & Modi Construct Defendant  
Respondent  
Accused

JANOO A JAN O  
MUNDE AZIMUNIMA  
K. VIJAYA SARADHI  
C. V. CHANDRAMOULI

**VAKALAT**  
ACCEPTED

Filed on: 9-7-14

Filed By:

Advocate for: OPPOSITE PARTY

Address for Service :

☎ : Off. 64570512  
Cell : 94417 82451  
92461 72988



S.No. 22-8-608, City Civil Court Road  
Chatta Bazar, Hyderabad-500002.  
☎ : 24525912, 9346614449

**C. BALA GOPAL**  
**AMEERUNISA BEGUM**  
**K. VIJAYA SARADHI**  
**C. V. CHANDRAMOULI**  
ADVOCATES

Flat No. 103, Suresh Harivillu Apts.  
Road No. 11, West Marredpally  
Secunderabad-500 026.

BEFORE THE DISTRICT CONSUMER FORUM, RANGA REDDY (DISTRICT COURT  
COMPOUND, N.T.R. NAGAR, HYDERABAD.).

**CC 137/2014**

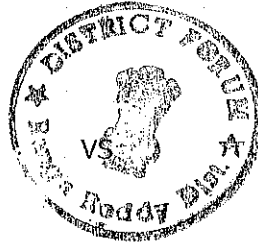
**BETWEEN:-**

Mrs. Angadi Vijaya Laxmi & Another

.....Complainants

Modi & Modi Constructions,  
Rep. by its Partner Soham Modi

.....Opposite Party



**NOTICE**

Whereas the above named Complainant filed a complaint against you U/s 12 of Consumer Protection Act, 1986. Hence, you are here by directed to appear before this Forum on **09.07.2014** at 10.30. a.m., either in person or through an Advocate, and file your written version if any, with in prescribed time of 35 days from the date of receipt of this order, failing which complaint will be determined in accordance with law .

// BY ORDER //

*D. Padmaja* 9/6/2014

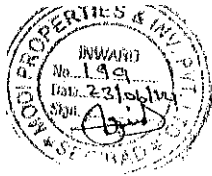
SHRINIVAS AASHI  
Under Consumer Protection Act, 1986  
District Forum Ranga Reddy  
Ranga Reddy,

Encl: Copy of Complaint

To:

Modi & Modi Constructions,  
Rep. by its Partner Soham Modi,  
H.No.5-4-187/3 & 4, 2<sup>nd</sup> Floor,  
M.G.Road, Secunderabad – 500 003.

583 2016-14  
Dis. No. ....



of copy

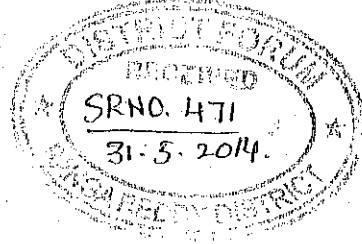
BEFORE THE HON'BLE DISTRICT CONSUMER REDRESSAL FORUM  
R.R. DISTRICT, AT L.B.NAGAR

C.C.No. 0137 OF 2014

BETWEEN:

1) Mrs. Angadi Vijaya Laxrai, W/o Bhaskar,  
Age 56 years, Occ:House Wife.

2) Angadi Mahesh Kumar, S/o Bhaskar, Age:33 years,  
Both are R/c 1-24-253/1, Flat No.32, Sri Sainagar,  
Lotuqunta, Alwal, Secunderabad-500015.



..Complainants

AND

Modi & Modi Constructions,  
Rep. by its Partner Scham Modi,  
H.No.5-4-187/3 & 4, 2nd Floor,  
MG Road, Secunderabad-500003

...Opposite Party

**COMPLAINT FILED U/S.12 OF CONSUMER PROTECTION ACT, 1986**

1. DESCRIPTION OF COMPLAINANT:

The description and the address of Complainants are as shown in the Cause Title above. The address of the Complainants for the purpose of service of all notices, summons, process is that of her Counsel M/s G.L.Narasimha Rao, Advocate, B.002, Prasad Enclave, Barkatpura, Hyderabad.

2. DESCRIPTION OF THE OPPOSITE PARTY:

The description and address of the Opposite Party for the purpose of service of all notices, summons, and processes is as shown in the Cause Title above.

3. The Complainants submit that the opposite party herein is Builder and Developer who used to purchasing the land and constructing the buildings/houses/villas/apartments and they have developed villas at Sy.No.128, 129, 132-136, situated at Rampally revenue village, Keesara Mandal, R.R. District under the name & style 'Nilgiri Homes'.

4. It is submitted that after knowing the same through publicity made by the opposite party, the complainants and the husband of 1<sup>st</sup> complainant and father of 2<sup>nd</sup> complainant by name A. Bhaskar herein went to the site and chosen to purchase independent Villa No.46 which was Skelton condition (only RCC ceiling was completed)

A. Vijaya Lakshmi

U. Keshav Kumar

31/5/14

5. It is submitted that with the conversation by the complainants along with A.Bhaskar and opposite party herein agreed to purchase the above said villa No.46 and the opposite party agreed to sell the same after completing the entire construction and hand over the same to the complainants and the span of payment of Rs.39,00,000/- lakhs has been fixed for a period of 9 months time. The same was accepted by the complainants and Rs.25,000/- has been paid by the complainants to the opposite party on 2<sup>nd</sup> Feb.2013 as booking advance by way of cheque No.315818 dated 20-02-2013 belongs to A. Bhas'kar(Husband of petitioner No.1 and father of Petitioner No.2). The above amounts fixed and span of time is occurred as on oral agreement. Except the receipt as well as booking, there is no any writer agreement took place on that day.

6. It is submitted by the complainants and the complainants has been paid Rs.2,00,000/- on 16-02-2013 as 1<sup>st</sup> installment vide cheque No.315822 belongs to A. Bhas'kar(Husband of petitioner No.1 and father of Petitioner No.2) and Rs.5,00,000/- on 26-02-2013 as 2<sup>nd</sup> installment vide cheque No.024420 belongs to Mahesh Kumar. As such, the complainants paid Rs.7,25,000/- and on 25-02-2014 the opposite party called the complainants and entered agreement for fulfillment of written formalities between both parties. The opposite party represented by one Mr. Krishna Prasad on behalf of opposite party in hurried manner he was not shown the span of time by misleading the complainants the opposite party obtained the signature of the complainants on the agreement and pressurized for the bulky amounts of Rs.14,75,000/- at a time of in terms of shorter duration agreement. Immediately after knowing the same, the complainants through their family elder A. Bhas'kar, submitted a representation on 09-05-2014 with a proposal payment schedule in terms of 9 months opted plan and the same was received by the opposite party (represented Mr.Venkat Reddy and acknowledged the same). But there is no any replied received by the complainants and the complainants visited the office of the opposite party in the last week of May,2013 for their reply / answer either to execute their acceptance or to return back the amount of Rs.7,25,000/-already paid by the complainants. But there is no any response from the side of opposite party. That means it is deemed to admitted and accepted the span of 9 months time by the opposite party.

7. It is submitted that as the complainants applied for a housing loan and the LIC Housing Loan Financial Institution accorded Rs.22,00,000/- as Housing loan and the complainants have to be paid & fulfill the balance amount Rs.17,00,000/- as margin money for getting loan sanction. Therefore, there has

A. Vijayarathnam

Mahesh Kumar



been a shortfall of Rs.9,75,000/- (Rs.17,00,000/- - 7,25,000/- = 9.75,000/-). For the short fall of the above said amount, the opposite party came forward to finance as hand loan with a view to honour their short term duration agreement as per terms and conditions therein as the head of the family of the complainants represented his grievance through the letter dated 09-05-2013 as stated supra. Accordingly, the complainants applied in writing as formality of the opposite party in support of un-dated cheque for Rs.9.75 lakhs as desired on 20-08-2013.

8. It is humbly submitted that the opposite party came forwarded to assist financial assistance because of their business promotion and reduced the 9 months span period to 4 months time, instead of paying entire short fall amount of Rs.9,75,000/-. The opposite party intentionally paid Rs.2,43,750/- as installments in a rotation manner duly obtained pre-undated cheques from the complaints' father and the complainant No.2. The details and modus operandi of the opposite party rotation is as below.

Amount	Date of credit to A.Bhaskar's account by M/s Modi	Date of debit from Bhaskar account to AV Mahesh Kumar A/C	Date of Credit to AV Mahesh Kumar A/C from A Bhaskar	Date of debit to M/s Modi account from Mahesh Kumar A/C
243750	17-Sep-13	21-Sep-13	21-Sep-13	24-Sep-13
243750	28-Sep-13	10-Oct-13	10-Oct-13	17-Oct-13
243750	21-Oct-13	25-Oct-13	25-Oct-13	31-Oct-13
243750	08-Nov-13	13-Nov-13	13-Nov-13	18-Nov-13
<b>975000</b>				

9. It is humbly submitted that from the above statement, it may be seen that the opposite party has paid an amount of Rs.9,75,000/- to the complainants in four (4) installments by means of rotating Rs.2,43,750/- in 4 transactions in the span of 6 months (from May 2013 to Nov.2013) thus resulted expiry of Housing loan validity and one cheque bounce issue. The same as stated above discloses the attitude of the opposite party in providing financial assistance. He was made Rs.2,43,750/- as Rs.9.75,000/- as such the opposite party was Intentionally delayed 6 months. It is only made by them for not dropping the sale proposals by the complainants. But not else.

10. It is submitted that had the opposite party not encouraged for fulfillment of shortfall amount of Rs.9,75,000/- and stucked on to complainants proposal payment schedule of 9<sup>th</sup> May 2013, the said problem might not be arose and the complainants made their efforts for their own. But the opposite party neither

... 01. ... *M. W. P.*

disposed the application dated 09-05-2013 nor he responded financial assistance with bonafied stipulated time.

11. It is submitted that on 20<sup>th</sup> November 2013 immediately after completion fulfillment of margin money as per above rotation manner, the opposite party forcedly and registered the villa on the complainants name though the villa was not made ready to occupy and it was in Skelton condition and got released the below mentioned amounts directly from the Housing loan financier without any intimation to the complainants.

- |    |                            |   |
|----|----------------------------|---|
| 1. | 27 <sup>th</sup> Nov. 2013 | Rs.12,48,000/-  |
| 2. | 27 <sup>th</sup> Nov.2013  | Rs. 6,22,000/-  |
| 3. | Total                      | Rs.18,70,000/- (Rupees eitnente lakhs seventy thousands only) got released from the financier (i.e. LIC Housing) without any intimation to the complainants. And remaining Rs.3,30,000/- retained with the financier awaiting the occupation letter from the opposite party to release those amounts. |

12. It is submitted that even after 09-05-2013 correspondence was made by the complainants to the opposite party through e-mails right from December 2013 to till 09-02-2014, the opposite party did not respond properly and intimated as the complainants have due Rs.14,20,690/- duly adding the service tax Rs.1,15,690/- without producing any receipt. And further he mentioned that interest on delayed payments was not reflected in the statement as well as charges of extra specifications not included in the above statement. The said cryptic reply of the opposite party was shocked to the complainants. In fact, the complainants are dues only Rs.3.30,000/- which was retained with financier (LIC Housing) awaiting the letter of opposite party. In the case Rs.9.75,000/- which was not reimbursed by the father / husband of the complainants which is amounts kept in his bank awaiting for relaxation of said interest on delayed payments ready to pay and kept in the bank i.e. A.P. Vardhaman Mahila Cooperated Urban Bank Limited, Lothugunta Branch, vide A/c No.2291 since 16<sup>th</sup> Feb.2014. But so far, the opposite party not comforward to finalise by relaxing the imposition of interest amount and producing the service tax payment receipts to attend by the complainants.

13. It is humbly submitted by the complainants the tactics played by the opposite party for only the drag on the matter to avoid the physical possession of the Villa No.46 to the complainants as as on today the villa was not completed by the opposite party with one pretext or other. In fact, it has to be completed

A. Vijaya Lakshmi

Mahesh Kumar

by October 2013 and did not complete even today itself. And it leads the mental agony to the complainants even after paying the entire amounts and the complainants attending the installments to the financier since December 2013 but so far the opposite party not handed over the villa No.46 in Nilgiri Homes, by completing the same and handed over to the complainants along with Occupation letter. For that the complainants are entitled to a tune of Rs.25,000/- p.m. i.e. from October 2013 to handing over the possession of villa No.46 to the complainants and Rs.5,00,000/- as a mental agony caused by the opposite party for the harassment by way of sending notices for undue interest and delay in not handing over the said villa.

14. It is submitted that the complainants issued a statutory notice to the opposite party on 12-03-2014 for handing over the villa No.46. Otherwise, demanding damages and mental agony and the opposite party replied on 10-04-2014 with false allegations. Again the complainants issued another notice on 21-04-2014 for that there is no further reply from the opposite party.

Hence, this Complainant.

14. The cause of action arose on 20-02-2013, 16-02-2013 and 26-02-2013 (but wrongly mentioned as 26-06-2013) when the Complainant approached to Opposite Party for purchase the Villa No.46 and paid amount on Rs.7,25,000/- later on 27-11-2013 for Rs.18,70,000/- paid by the financier and remaining Rs.9,75,000/- paid by the complainants, on 24-09-2013 to 18-11-2013 and remaining amounts Rs.3,30,000/- retained with the financier (LIC Housing) awaiting for occupation letter by the opposite party. And the cause of action is still continuing. The opposite party send a notice to the father of complainant by depositing the cheque which was kept for security and without intimation and issued 138 N.I. Act Notice for harassing and complainants and family members even though there is elaborate correspondence by the complainants to the Opposite party to clear the payments. But there is no any positive respondent for amicable receiving the payments and handing over the villa to the complainants and issued notice on 12-03-2014 and on 21-04-2014. Hence the Complaint is filed within time.

15. The Complainant though residing at H.No.1-24-253/1, Srisainagar Colony, Lohugunta, Alwal, R.R. District and the property which involved in the present complaint situated in Rampally village of Keesara Mandal, R.R. District is within the territorial Jurisdiction of this Hon'ble Forum to entertain this Complaint.

16. The Complainant submits that the Complaint is filed within the stipulated period of two years limitation from the date of cause of action, which is still continuing.

It is, therefore, prayed that this Hon'ble Forum may be pleased to direct the Opposite Parties:

To direct the Opposite Party:

- (a) to handed over the villa No.46 situated in Sy.No.128,129,130 to 136, Rampally village, Keesara mandal, R.R. District with immediate effect after completion of entire works along with occupation certificate.
- (b) to direct the Opposite Party to pay a sum of Rs.25,000/- (Rupees Twenty Five thousands only) p.m. towards damages since October 2013 and
- (c) to direct the Opposite Party to pay Rs.5,00,000/- for each complainant for creating mental agony and harassment caused by the opposite party even after receiving huge amounts.
- (c) to award costs of this Complaint, and
- (c) to pass such other relief or reliefs as this Hon'ble Forum deems fit and proper in the interest of justice.

Date: 26-05-2014  
L.B.NAGAR

*A. Vijaya Lakshmi*  
2. *Mahesh Kumar*  
Complainants

VERIFICATION

I, Mrs. Angadi Vijaya Laxmi, W/o Bhaskar and A. Mahesh Kumar, S/o Bhaskar, do hereby declare that the facts stated supra are true to the best of my knowledge, information and belief. Hence verified on 26-05-2014 at L.B.NAGAR.

Date: 26-05-2014  
L.B.NAGAR

*A. Vijaya Lakshmi*

*Mahesh Kumar*  
Complainant

*Al nfo*

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

CC.NO. 788 OF 2014

Between:

M/s. Modi and Modi Constructions, a partnership firm  
having its registered office at 5-4-187/3&4, II Floor,  
Soham Mansion, M. G. Road, Secunderabad- 500 003  
rep. by its Managing Partner Sri. Soham Modi,  
Authorized Signatory Mr. L. Ramacharyulu, S/o. L.  
Raghavenra Rao, Aged 52years R/o. Hyderabad

..... Complainant

And

Angadi Bhaskar, S/o. Angadi Ramappa, aged about  
55 years, R/o.1-24-253, Plot No.32, Lothukunta, Alwal,  
Trimulgherry Post, Secunderabad – 500 015

... Accused

PETITION FILED UNDER SECTION 257 OLF CR.P.C

May it please your honour

The Complainant respectfully submit that the above case has been settled out of the  
court, therefore the Complainant prays that this Hon'ble Court may be pleased to permit the  
complainant to withdraw the above complaint hence, the same may be dismissed as not  
pressed.

Hence this Memo.

COUNSEL FOR COMPLAINANT

COMPLAINANT

HYDERABAD  
DATE: 06.08.2014.

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

C.C NO. 788 OF 2014

Between:

M/s. Modi and Modi Constructions,

...Complainant.

And

Ms. Angadi Bhaskar,

... Accused

PETITION FILED UNDER SECUION  
257 OF CR.PC

Filed on: 06.08.2014.

FILED BY:

**SRI.C.BALAGOPAL**  
**ADVOCATE**

103, Suresh Harivillu Apartments,  
Road No.11, West Marredpally,  
Secunderabad.  
Ph: 64570512

COUNSEL FOR COMPLAINANT