

BEFORE THE ALTERNATE CONSUMER DISPUTE REDRESSAL CELL
STATE CONSUMER INFORMATION CENTRE
CIVIL SUPPLIES BHAVAN, HYDERABAD

COMPLAINT NO. 76 OF 2009

Between:

E.P.Anand Kumar
H.No.21-133, 3rd cross
Uttam Nagar, Malkajgiri
Hyderabad - 500047.

... Complainant

And

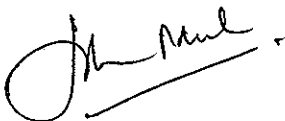
M/s.MODI VENTURES
Per Managing Director
Mr.Soham Modi, 5-4-187/3 & 4
"Soham Mansion" II floor, M.G.Road,
Secunderabad.

... Opposite Party

COUNTER FILED BY THE OPPOSITE PARTY

1. It is respectfully submitted that the alleged complaint of the Complainant does not fall within the parameters required to be adjudged by this Cell. It is further respectfully submitted that there is no complaint of deficiency of service which is the primary requirement for a complaint under Consumer Protection Act, 1986.

2. The facts as admitted are the Complainant booked a Flat G-306 in the project being undertaken by the Opposite Party to purchase a flat for a total consideration of Rs.21,14,000/- exclusive of registration, VAT and Sales Tax charges. The Complainant has signed and admitted the terms of the payment for the flat under Booking form dated 28.03.2009 by and under the said Agreement, the Complainant has undertaken to pay the entire amount in instalments necessary from 12.04.2009 to 31.12.2010. On the said date of signing the booking form the Complainant has made a initial payment of Rs.25,000/-. It is respectfully submitted that by virtue of the signing of the booking form there has been a concluded contract to pay the sale consideration



in instalments specified in the said form. On the reverse of the said form, the terms and conditions have been specified. In breach of the terms in respect of the instalments to be paid would incur the liability as specified in the booking form. Once a flat is booked under the Booking form it cannot be transferred to any other purchaser.

3. It is astonishing that a person who is claiming that he paid the initial amount of Rs.25,000/- alleged to be equivalent to his salary of 2 months was immediately able to pay a sum of Rs.5 lakhs for flat near Gopi Nagar, Malkajiri. It is therefore clear that the complainant has been indulging in speculative investment.

4. In view of the terms of the booking form since there is no deficiency in service as far as the Opposite Party is concerned, the Complainant is not entitled to claim refund of the amount. In view of the terms of the agreement which was not breached by the Opposite Party but only by the Complainant, the Opposite Party is entitled to forfeit the amount.

It is respectfully submitted that this dispute does not fall within the four corners of the Consumer Protection Act, 1986.

HYDERABAD
DATE: 04.07.2009


OPPOSITE PARTY

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Filed on: 04.07.2009

Filed by:

MODI VENTURES
Rep. by its Managing Director
Sri Soham Modi

OPPOSITE PARTY



