

BEFORE THE TELANGANA STATE CONSUMER DISPUTES REDRESSAL
COMMISSION

(UNDER CONSUMER PROTECTION ACT, 1986)
ERUVAKA BUILDING, KHAIRATABAD, HYDERABAD-500 004.

PHONE: (040) 23394399

CONSUMER CASE No. 36/2023



BETWEEN:

1. Tenneti Ratna Kumari and another.

....Complainant

AND

1. M/s Vista Homes and 03 others.

...Opposite Parties

Whereas, the Complaint above mentioned has been filed in the Telangana State Commission above named (copy there of enclosed).

Now, therefore, take notice that you may file your version of the case, duly signed and enter appearance in person or through agent/advocate within thirty days from the date of receipt of this notice along with all copies of the documents, which you want to rely upon in support of your version and also affidavit evidence if any and a copy of the same may be served on the Complainant.

Case is posted for appearance/hearing on **14.06.2023** at 10.30 AM that in default of your appearance the matter will be heard and decided in your absence basing on the material available on record.

Given under my hand and seal of the Telangana State Consumer Disputes Redressal Commission, Hyderabad this the **03rd day of May' 2023.**

(By Order)


DESIGNATED OFFICER

-CUM- ASST. REGISTRAR
Designated Officer-cum-
Assistant Registrar

Telangana State Consumer Disputes
Redressal Commission, Hyderabad

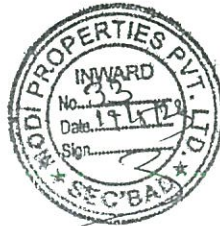
To

- ✓ 1. M/s VISTA HOMES,
A registered Partnership Firm,
Having its office at 5-4-187/3 & 4, 2nd Floor,
Soham Mansion, M.G.Road, Secunderabad-500 003,
Rep. by it's partners.

Dis No: 1391
11/05/23

2. M/s Summit Sales LLP
(Formerly known as M/s Summit Housing Pvt., Ltd.,)
Rep. by Authorized Signatory Soham Modi, S/o late Satish Modi,
Aged about 50 years, Occ.: Business,
R/o Plot No.280, Road No.25,
Jubilee Hills, Hyderabad -500 034.
3. Bhavesh V.Mehta,
S/o Late Vasanth U.Mehta,
Aged about 49 years,
Occ.: Business,
R/o Uttam Towers, D.V.Colony, P.G.Road,
Secunderabad-500 003.
4. Nareddy Kiran Kumar,
S/o Madhusudhan Reddy,
Aged about 46 years,
Occ.: Business,
GPA Holders of M/s Vista Homes,
R/o Plot No.275,
Venkateswara Colony, Meerpet, Moulali,
Hyderabad-500 040.

*AD



BEFORE THE TELANGANA STATE CONSUMER DISPUTES REDRESSAL

COMMISSION AT HYDERABAD

C.C.NO. 36 OF 2023

BETWEEN:

1. Tenneti Ratna Kumari, wife of Vijay Kumar, aged :60 years, Occ: House wife, R/o Flat No.E-212, Vista Homes, Kushaiguda, Hyderabad- 62.
2. Tenneti Venkata Sri Harsha, son of late Vijay Kumar, aged: 34 years, Occ: Software Employee, R/o Flat No.E-212, Vista Homes, Kushaiguda, Hyderabad-500 062.

(Complainant No.2 is represented by his GPA Holder Tenneti Ratna Kumari, the Complainant No.1, through Registered GPA No.252/2023, dated 16.01.2023 on the file of SRO, Kapra)

.....Complainants

AND

1. M/s VISTA HOMES, a registered partnership firm, having its office at 5-4-187/3&4, 2nd Floor, Soham Mansion, M.G. Road, Secunderabad - 500 003, Rep. by it's partners;
2. M/s Summit Sales LLP (formerly known as M/s Summit Housing Pvt., Ltd.,) Rep. by Authorized Signatory Soham Modi S/o late Satish Modi, aged about 50 years, Occ: Business, R/o Plot No.280, Road No.25, Jubilee Hills, Hyderabad
3. Bhavesh V. Mehta S/o late Vasanth U. Mehta, aged about 49 years, Occ: Business, R/o Uttam Towers, D.V. Colony, Secunderabad.
4. Nareddy Kiran Kumar S/o Madhusudhan Reddy, aged about 46 years, Occ: Business, GPA Holders of M/s Vista Homes, R/o Plot No.275, Venkateswara Colony, Meerpet, Moulali, Hyderabad.

.....Opposite Parties

COMPLAINT FILED UNDER SECTION-35 OF THE CONSUMERPROTECTION ACT, 2019I. Description of Complainants:-

1. Tenneti Ratna Kumari, wife of Vijay Kumar, aged : 60 years, Occ: House wife, R/o Flat No.E-212, Vista Homes, Kushaiguda, Hyderabad- 62.



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2. Tenneti Venkata Sri Harsha, son of late Vijay Kumar, aged: 34 years, Occ: Software Employee, R/o Flat No.E-212, Vista Homes, Kushaiguda, Hyderabad-500 062.

(Complainant No.2 is represented by his GPA Holder Tenneti Ratna Kumari, the Complainant No.1, through Registered GPA No.252/2023, dated 16.01.2023 on the file of SRO, Kapra)

They are represented by their Counsel Smt.A.Krishna Mrunalini, Advocate, Sathupally and NSVLN Yashwanth, Advocate, Hyderabad, Cell.9959862573.

Their address for service of summons and notices is the same as mentioned above.

II. **Description of the Opposite parties:-**

1. M/s VISTA HOMES, a registered partnership firm, having its office at 5-4-187/3&4, 2nd Floor, Soham Mansion, M.G. Road, Secunderabad - 500 003, Rep. by it's partners;
 2. M/s Summit Sales LLP (formerly known as M/s Summit Housing Pvt., Ltd.,) Rep. by Authorized Signatory Soham Modi S/o late Satish Modi, aged about 50 years, Occ: Business, R/o Plot No.280, Road No.25, Jubilee Hills, Hyderabad
 3. Bhavesh V. Mehta S/o late Vasanth U. Mehta, aged about 49 years, Occ: Business, R/o Uttam Towers, D.V. Colony, Secunderabad.
-
4. Nareddy Kiran Kumar S/o Madhusudhan Reddy, aged about 46 years, Occ: Business, GPA Holders of M/s Vista Homes, R/o Plot No.275, Venkateswara Colony, Meerpet, Moulali, Hyderabad.

Their address for service of summons and notices is the same as mentioned above.



BEFORE THE TELANGANA STATE CONSUMER DISPUTES REDRESSAL
COMMISSION AT HYDERABAD

C.C. NO. 36 OF 2023

BETWEEN

Tenneti Ratna Kumari and another

.....Complainants

AND

M/S VISTA HOMES and others

.....Opposite Parties

RUNNING MATERIAL INDEX

Sl. No.	Description of the Document	Date of Document	Page Nos.
1	Complaint and Affidavit	19.04.2023	01 - 11
2	Photostat copy of Sale deed registered as document No.2536/2020, dated 14.07.2020 in the office of Sub-Registrar, Kapra, in respect of the subject flat.	14.07.2020	12 - 44
3	Photostat copy of possession letter, dated 19.04.2021 as furnished by the Opposite parties.	19.04.2021	45 - 51
4	Photostat copy of e-mail addressed by the Complainants, dated 02.08.2021 to the Opposite parties.	02.08.2021	52
5	Photostat copy of General Power of Attorney executed by Complainant No.2 in favour of Complainant No.1, registered as document No.252/2023, dated 16.01.2023 in the office of Sub-Registrar, Kapra	16.01.2023	53 - 60
6	Office copy of legal notice, dated 03.01.2023, got issued by Complainants to the Opposite parties along with postal receipts	03.01.2023	61 - 63
7	Copy of Reply notice dated 12.01.2023 got issued by Opposite parties to the counsel for Complainants.	12.01.2023	64 - 65
8	Vakalthnama	19.04.2023	66

Place: Hyderabad

Dated: 19.04.2023

N. Thirumala

COUNSEL FOR COMPLAINANT





Brief averments of the complaint:

1. It is submitted that the Opposite parties are dealing in real estate business and have made wide publicity through various media such as distributing the pamphlets and also posting abouts its features in the website claiming themselves to be having vast experience in construction activity in and around the twin cities of Hyderabad; Ranga Reddy and Medchal-Malkajgiri districts. They also claimed to have expertise in dealing with large size projects and independent houses. It was also claimed by them that they purchased the land from the land owners and constructed the complex consisting of 403 flats i.e., basement + ground + 4 upper floors along with common amenities like roads, drainage, electric power connection, club house, landscaped areas, etc., The complex which they constructed is named as "VISTA HOMES", situated at Kushaiguda of Medchal Malkajgiri District.

2. That the Complainant No.2 is the son of Complainant No.1. The Complainant No.1 is representing Complainant No.2 as his GPA Holder, as he is residing and abroad on account of his avocation. Lured by the broachings of the Opposite parties and their Executives, the Complainants have jointly purchased a Flat bearing No.212 in Second floor in "E" Block in the project by name "VISTA HOMES", situated in Sy.Nos.193, 194 and 195 of Kapra village (Kushaiguda locality), Kapra Mandal, Medchal-Malkajgiri district (formerly known as Keesara Mandal, Ranga Reddy district) (which may hereinafter be referred to as 'subject property' for brevity), floated by the Opposite parties for a valid consideration of Rs.57,51,000/- through Sale deed registered as document bearing No.2536/2020, dated 14.07.2020 on the file of Office of Sub-Registrar, Kapra from the Opposite parties. In the representative capacity, Opposite party No.3 registered the Document on behalf of Company. However, the possession of the subject flat was delivered to the Complainants on 19th April, 2021.

3. As a matter of fact, at the time of entering in to Sale Contract with the Complainant, Opposite parties promised to provide 3rd lift which will be



placed adjacent to the left side of Flat of Complainants in view of the fact that Complainant No.1 is old-age lady suffering with several ailments and unable to walk freely. But they failed to provide the said lift even till date despite repeated requests, demands and emails made by the Complainants. Opposite parties have provided only 2 lifts which are far away about 100 feet distance to the flat of Complainants. Complainants purchased the flat only on the promise and assurance made by the Opposite Parties to provide third lift adjacent to Complainants Flat as Complainant No.1 is Arthritis patient and underwent Knee replacement to both legs and unable to walk long distance. Opposite parties provided two lifts which are far away to the flat of Complainants and as a result of which, Complainant No.1 is facing so much difficulty. Due to non-providing of another lift adjacent to their flat, the Complainant no.1 having faced untold misery and hardship, again underwent Knee placement to her right leg in the month of May, 2022. All it has occasioned only due to lack of providing service to the Complainants, for which, she spent Rs.5,00,000/-. After surgery of Knee replacement, now she is feeling very difficult to walk to reach out to lift which is located at a distance of 100 feet from her flat. Lift is necessary requirement in daily life. The Complainant No.1 is facing very difficult and discomfort to reach the existing lift in her day-to-day activities. The act of the Opposite parties in promising and assuring to provide the lift abutting/adjacent to the subject flat and acting contrary to the same amounts to deficiency of service. In fact, the third lift was shown in the plan furnished by the Opposite parties to the Complainants. As against the said Plan, the Opposite parties installed the lifts at a far-off place making it difficult to the Complainant No.1 to walk and move freely.

4. Be that as it may, the Opposite parties left the window/outlet over the washrooms without providing any glass or grills to avoid gaining entrance to birds, sparrows or pigeons, resulting which the pigeons are entering the washrooms and making the life of the inmates of Complainants family havoc and distress. Whenever the same is brought to the notice of Opposite parties, except giving the standard reply that the workers are not available as of now, no concrete steps are being to address the problem complained.

5. That Opposite parties promised the Complainants to provide two way plugs for lights and fans in bed rooms, however, the same are yet to be complied with. As a result of which, the Complainant No.1 being old-age and lone lady in the flat is facing difficulty and inconvenience in putting off the fan and lights whenever she is going asleep. Be that as it may, there is seepage from the walls in bedrooms of the Flat even for a drizzle making it difficult to live. From this, the quality of construction can be determined.

7. All these short-comings and deficiencies have been brought to the notice of Opposite parties by Complainant No.2 through phone calls and also through email dated 02.08.2021, which the Opposite parties are aware of the same but they are not bothered to address the grievances of Complainants till date. With a mala fide intention, the Opposite parties are evading and avoiding to address the grievances of Complainants. The flat is brand new construction and all these deficiencies were not expected in an apartment which is acclaimed by the Opposite parties to be of high quality.

8. Vexed with the dubious tactics employed by the Opposite parties in not redressing her grievances, Complainant No.2 got issued a legal notice on 03.01.2023 calling upon the Opposite parties to comply with the demands made therein, which the Opposite parties acknowledged the receipt of the same except Opposite party No.2. However, they got issued reply notice on 12.01.2023 denying the averments made to the effect that no third lift was promised as is claimed by the Complainant but failed to answer the other queries.

9. It is submitted that the acts of the Opposite parties in assuring and promising to provide the lift beside/adjacent to the flat of Complainants and subsequently failing to do the same and their further acts in not redressing the grievances of Complainants amounts to deficiency of service, negligence and unfair trade practice.



10. The above omissions and commissions on the part of Opposite parties amounts to deficiency of service, negligence and unfair trade practice. On account of above laches on the part of Opposite parties, Complainants are put to lot of agony, pain, inconvenience and hardship both mentally and monetarily, as such, they are claiming appropriate compensation which is notionally estimated at Rs.25,00,000/- in addition to reimbursement of medical expenses that are incurred towards the treatment of Complainant No.2.

11. These are the facts which constitute cause of action for filing the complaint which initially arose on 14.07.2020 when the Opposite parties executed the sale deed in favour of Complainants by conveying the subject property; on 19.04.2021 when the Opposite parties actually delivered the possession of the subject flat; on 02.08.2021 when the Complainants addressed e-mail to the Opposite parties seeking redressal of their grievances; on 03.01.2023 when the Complainants got issued notice; on 12.01.2023 when the Opposite parties, except Opposite party No.2 got issued reply with evasive replies; as on this day as the Opposite parties failed to redress the grievances pointed out by the Complainant, which are continuing, hence, within limitation.

12. That the cause of action arose at Kapra village of Medchal-Malkajgiri where the subject flat is located. The Complainants purchased the flat in question by paying the amount of Rs.57,51,000/- which is the paid consideration for the purpose of computation of pecuniary jurisdiction of this Hon'ble Commission, on which, a complaint fee of Rs.2,000/- is payable and the same is paid herewith in the form of demand draft bearing No.565303 dated 20-04-2023 drawn on State Bank of India Bank, R R District Court Complex branch, Hyderabad, which is proper and sufficient.

Therefore, it is prayed that this Hon'ble Commission may kindly be pleased to allow the complaint of Complainants and direct the Opposite parties as under:



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- a) to provide the lift as assured and promised i.e., adjacent to the subject flat forthwith;
- b) to rectify/correct the defects as pointed-out by the Complainants, particularly, seepage of water in the walls of the bedrooms; covering of window/outlet in the bathrooms with grills or strong wooden covers and any other deficiencies that may be crept-in;
- c) to award compensation of Rs.25,00,000/- on account of rendering deficient services, acting negligently and resorting to unfair trade practice and thereby causing agony, pain, hardship, inconvenience and suffering both mentally and monetarily to the Complainants;
- d) IN THE ALTERNATE, to refund the sale consideration amount of Rs.57,51,000/- and interiors cost of Rs. 20,00,000/- together with interest @ 18% per annum from the date of respective payments till realization;
- e) to reimburse the medical expenses of Rs.5,00,000/- which the Complainant No.1 incurred towards her knee replacement;
- f) to Award costs of the Complaint and pass any such other order or orders as this Hon'ble Commission may deem fit and proper.

Dated: .04.2023,

Place: HYDERABAD

COMPLAINANTS

(TENNETI RATNA KUMARI)
For self and on behalf of
Complainant No.2



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VERIFICATION

I, Tenneti Ratna Kumari, the Complainant No.1 named above, do hereby verify and state for myself and on behalf of Complainant No.2, the facts stated in the above paragraphs of the complaint to be true and correct to the best of my knowledge, belief, information and record and the legal provisions referred thereto are information from my counsel which I believe to be true and correct. Hence, verified this the day of April, 2023 at Hyderabad.

COMPLAINANTS
(TENNETI RATNA KUMARI)
For self and on behalf of
Complainant No.2

LIST OF DOCUMENTS FILED BY COMPLAINANTS

1. Photostat copy of Sale deed registered as document No.2536/2020, dated 14.07.2020 in the office of Sub-Registrar, Kapra, in respect of the subject flat.
2. Photostat copy of possession letter, dated 19.04.2021 as furnished by the Opposite parties.
3. Photostat copy of e-mail addressed by the Complainants, dated 02.08.2021 to the Opposite parties.
4. Photostat copy of General Power of Attorney executed by Complainant No.2 in favour of Complainant No.1, registered as document No.252/2023, dated 16.01.2023 in the office of Sub-Registrar, Kapra.
5. ~~Office copy of legal notice, dated 03.01.2023, got issued by Complainants to the Opposite parties.~~
6. Copy of Reply notice dated 12.01.2023 got issued by Opposite parties to the counsel for Complainants.

Place: Hyderabad
Dated: .04.2023

COMPLAINANT





BEFORE THE TELANGANA STATE
CONSUMER DISPUTES REDRESSAL
COMMISSION

AT HYDERABAD

C.C.NO. 36 OF 2023

BETWEEN

Tenneti Ratna Kumari and another
Complainants

AND

M/S VISTA HOMES and others
Opposite Parties

COMPLAINT FILED UNDER
SECTION-35 OF THE CONSUMER
PROTECTION ACT, 2019

Filed on:

Filed by:

Address for Service:

A. Krishn Mrunalini
Advocate
Sathupally

N. Yashwanth
Advocate
Hyderabad

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BEFORE THE TELANGANA STATE CONSUMER DISPUTES REDRESSAL
COMMISSION AT HYDERABAD

C.C.NO. 36 OF 2023

BETWEEN

Tenneti Ratna Kumari and another

Complainants

AND

M/S VISTA HOMES and others

Opposite Parties

VERIFIED AFFIDAVIT

I, Tenneti Ratna Kumari, wife of Vijay Kumar, aged:60 years, Occ: Housewife, residing at Flat No.E-212, Vista Homes, Kushaiguda, Hyderabad- 62, do here by state on Oath as below.

1. I am the deponent here in and Complainant No.1 in the above consumer complaint, as such, well acquainted with the facts of the case. I am swearing to this affidavit for myself and also on behalf of Complainant No.2 in the representative capacity of GPA holder. The General Power of Attorney executed by Complainant No.2 in my favour is valid and in force.
2. I filed the above complaint against the Opposite parties complaining deficiency of service, negligence and unfair trade practice on their part in not complying with the demands as promised and assured by them and thereby claiming certain reliefs including payment of compensation, reimbursement of monies incurred, in the alternative to refund the paid consideration, together with interest and costs.
3. I am required to verify the pleadings. I swear and state that the facts mentioned in the above consumer complaint are true and correct to the best of my knowledge, belief, information and record. I have not filed the present complaint before any other Consumer Commission except the present one.



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The documents appended along with the complaint are true and genuine. I have not concealed any fact or facts. Hence this affidavit.

DEPONENT

Sworn and signed before me on this the
day of April, 2023 at Hyderabad after being
explained the contents in vernacular. Deponent
signed in my presence.

ADVOCATE/HYDERABAD





BEFORE THE TELANGANA STATE
CONSUMER DISPUTES REDRESSAL
COMMISSION

AT HYDERABAD

C.C.NO. 36 OF 2023

BETWEEN

Tenneti Ratna Kumari and another
Complainants
AND

M/S VISTA HOMES and others
Opposite Parties

VERIFIED AFFIDAVIT

Filed on:

Filed by:

Address for Service:

B. Krishn Mrunalini
Advocate
Sathupally

N. Yashwanth
Advocate
Hyderabad

