

BEFORE THE HON'BLE DISTRICT CONSUMER DISPUTES
REDRESSAL FORUM , NAMPALLY:: AT :: HYDERABAD

C. C. No. 557 of 2015

Between :

S.P.S. Prasad

... Complainant

AND

M/s. Modi Properties and Investments Pvt. Ltd.
Sister Concern of "Nilgiri Estates" & another

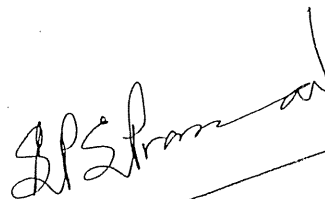
... Opposite Parties

EVIDENCE AFFIDAVIT FILED BY THE COMPLAINANT

I, S.P.S. Prasad S/o. Late Sri Padmanabham Aged about 49 years, Occ :
Employee, R/o. Flat F-2, Sai Enclave, Besides Krupa Complex, Safilguda,
Hyderabad do hereby sincerely states and solemnly affirm on oath as under:

1. I am the complainant herein as such I am well acquainted with the facts
and circumstances of the case and I am deposing this affidavit as under.

2. I submit that the opposite parties under the name and style of "Nilgiri
Estates" and "Paramount Avenue" are both the sister concerns of the Modi
Properties and Investments Pvt. Ltd. I have booked a plot/Villa No.8 in the
venture "Nilgiri Estates" at Survey No. 75,77, 78 79 & 96, 100/2, Rampally,
Keesara Mandal, Ranga Reddy District vide booking No. 1052 dated 30.03.2015
and issued a cheque for Rs.25,000/- dated 03.04.2015 having impressed by
opposite party words and brochures.



3. I further states that impressed upon the brochure of the opposite party ventures, since already booked Flat of another venture of Opposite party No.2 Paramount Avenue, Nagaram and paid a sum of Rs.2,00,000/- and started pursuing for housing loan from a Nationalized bank and expressed my intention to book a Villa at opposite party "Nilgiri Estates" Venture.

4. I submit that since it was difficult to obtain loan for the said Villa, I have informed the opposite party No.1 employee more particularly, Sri Krishna Prasad, not to present the cheque and expressed my intention not to book in the said venture. However, the opposite party without my knowledge and consent presented the said cheque and allowed me to have stigma of dishonor entry in my pass book and affect my financial credibility in the public and financial institutions in particular.

5. I further submit that I have issued a cheque for Rs.25,000/- had informed the opposite party staff by giving clear instructions for not presenting the same for its honor. But, the opposite party without my instructions and consent had presented the cheque in advance. However, the said cheque was dishonored and the same was affected my track record of my bank transactions.

6. I submit that though I have entered into tripartite agreement on 05.08.2015 for the pursuing of housing loan, but, due to dishonor of cheque, inspite of specific instructions to the opposite parties in presenting the cheque which affected my banking track record, I ultimately vexed with the indifferent attitude have requested for cancellation of the said booking in the opposite parties ventures and demanded to refund my amount by my letter dated 14.08.2015. The opposite parties in spite of my repeated requests, the opposite parties did heed

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to demand made by me. I am also intended and informed about the cancellation of Flat No.405 at Paramount Avenue, Nagaram, Hyderabad due to inactions of the opposite parties No. 1 and 2.

7. I further submit that he had suffered a lot due to the opposite party in actions which are deliberate, mischievous and also amounts to deficiency of service being adopted to cause loss to me and also got issued the legal notice for refund of my amounts along with claiming for damages.

8. I submit that I with a fond hope of having my own plot/villa and also flat at the opposite party ventures have contributed my hard earnings with the opposite parties and vexed with its indifferent attitude had informed about the cancellation of the said booking and demanded for refund of the amounts. It is pertinent mention that the opposite party totally deceived me with false promises, as its in actions are deliberate, mischievous, amounts to deficiency of service and un-fair trade practice being adopted by it to cause loss to me.

9. I submit that I have contributed my hard earnings with the opposite party and waited for a reasonable period and also got issued the legal notice 11.09.2015, the said notices were received by the opposite parties and was also replied separately on false and baseless allegations though the opposite parties totally admitted the said transactions but, unwilling to refund the amounts collected from me.

10. It is further respectfully submitted that, the action on the part of the Opposite Parties is a clear case of deficiency of service and unfair trade practice

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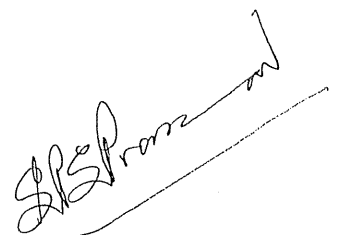
for its illegal enrichment, for not returning the amount of Rs.2,00,000/- paid by me.

11. It is further respectfully submitted that, due to adamant attitude of the opposite parties, I have not only suffered financially, but also mentally, which the Opposite parties has to compensate the same to me to the tune of Rs.5,00,000/- apart from refunding amount of Rs.2,00,000/- paid by me along with interest @ 24% p.a. from the date of payment till realization on Rs.2,00,000/- along with costs of Rs.10,000/-.

12. I respectfully submit that even after receipt of the Legal Notice dated 11.09.2015 by the Opposite Parties, the Opposite Parties though replied on vague grounds and typical contentions but, did not bother to pay the claim amount. If the actions of the Opposite Parties are continued, I would definitely sustain irreparable loss and hardships. Therefore, under no option, except to approach this Hon'ble Forum for the reliefs prayed herein.

13. I further submit that that the opposite parties No. 1 & 2 also filed its written version separately and the opposite party No.1 adopting the same contentions and allegations made therein. Though the opposite parties clearly admitted the payments made by me and filed its written version on all vague, false and baseless allegations to avoid for refund of my amount as claimed for.

14. The following documents may be marked as Exhibits in A- Series on my behalf :

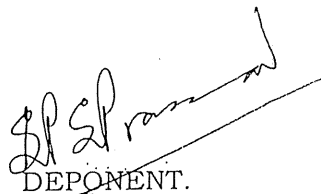


LIST OF DOCUMENTS :

1. Copy of Cheque dated 03.04.2014
2. Copy of Return Memo dated 02.04.2014
3. Cancellation Notice dated 30.07.2015
4. Letter of the Complainant Dated 14.08.2015
5. Agreement of Sale dated 27.01.2015
6. Tripartite Agreement dated 05.08.2015
7. Legal Notice dated 11.09.2015 along with acknowledgment
8. Reply Notices dated 23.09.2015

Therefore, under the circumstances, I pray that this Hon'ble Forum may be pleased to allow the complaint as prayed for in the interest of justice.

Sworn and signed on this 10th
February, 2012 at Hyderabad.


DEPONENT.

ADVOCATE/HYDERABAD

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C.D. 1

BEFORE THE HON'BLE' DISTRICT
CONSUMER DISPUTES REDRESSAL
FORUM II, HYDERABAD:: AT :
HYDERABAD

C.C.No. 557 OF 2015

Between :

S.P.S. Prasad ... Complainant

AND

M/s. Modi Properties & Investments
Pvt. Ltd.

...Opposite Parties

EVIDENCE AFFIDAVIT FILED BY THE
COMPLAINANT

Filed on :10.02.2016

Trs No. 102
9/2/16

Filed by : Counsel for the
Complainant

M/s. K.B. Ramanna Dora
Smt. P. Sri Rajeswari
M. Sapthagiri Advocates
Flat No. 406, Windsor Plaza,
Shankermutt Road, Nallakunta ,
Hyderabad. Ph. 9849556331

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