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**THE HON'BLE' TELANGANA STATE CONSUMER DISPUTES
REDRESSAL COMMISSION : AT : HYDERABAD**

**F.A.No. 63 of 2017
in
C.C.No. 557 of 2015**

Between :

M/s. Paramounts Estates,
Represented by Managing Partner

.. Appellant/ Opposite Party

AND

Mr. S.P.S Prasad

... Respondent/Complainant

**WRITTEN ARGUMENTS FILED ON BEHALF OF THE
RESPONDENT/COMPLAINANT**

May it be pleased your honour!

1. It is submitted that the Hon'ble State Commission may be pleased to read the complaint and Written arguments filed by the respondent/complainant as part and parcel of this written arguments in order to avoid repetition of facts.
2. It is submitted that the complainant filed C.C.No. 557/2015 against the Opposite parties for refund of amount of Rs.2,00,000/- paid by the complainant, for already booked flat at Paramount Avenue and also for booking of villa No. 8 at "Niligiri Estates" along with interest @ 24% p.a. from the date of its payment till realization of the said amount apart from Rs.5,00,000/- damages and Rs.10,000/- before the Consumer Forum-II, Hyderabad.
3. The Opposite parties are engaged in the real estate business in and around the Hyderabad and its vicinity under the name style of "Niligiri Estates" and "Paramount Avenue", are sister concern of Modi Properties and Investments

Pvt. Ltd. or "**Partnership firms as stated by the opposite parties itself, what so ever**", entice the public to purchase its flats/villas etc., in its ventures through public ads as well as by appointing agents for its marketing.

4. It is further submitted that the complainant impressed upon the brochures, deeds and words of opposite parties, since already booked Flat of another venture has also paid a sum of Rs.2,00,00/- with an intention to book a Villa at "Nilgiri Estates" and started pursuing for housing loan from a Nationalized bank.
5. It is further submitted that the complainant started pursuing the loan process, meanwhile, specifically informed the opposite party No.1 employee more particularly, to one Sri Krishna Prasad not to present the cheque, but, the opposite party without the knowledge and consent of the complainant presented the said cheque before the due date and allowed the complainant to have stigma of dishonor entry in his pass book, which affected his financial credibility and track record of the bank transactions.
6. The complainant though entered into tripartite agreement on 05.08.2015 for pursuing of housing loan, but, due to dishonor of the said subject cheque in spite of specific instructions, which affected his banking track record, and moreover, opposite party No.1 unilaterally, has also caused cancellation Notice dated 30.07.2015, though there is clear fault on its side for dishonor of the cheque. The Complainant has ultimately vexed with the indifferent attitude have requested for cancellation of Flat No.405 at Paramount Avenue and demanded for refund of his amounts to the opposite parties by his letter dated 14.08.2015. The opposite parties did not heed to the demand of the complainant and were reluctant to refund the amount paid by the complaint has ultimately got issued the

legal notice dated 11.09.2015 and was also constrained to file the Consumer complaint before the Consumer Forum – II, Hyderabad.

7. It is further submitted that the opposite parties have filed written versions separately, though "**clearly admitted the receipt of sum of Rs.2.00 lacs**" towards the booking of flat and villa, in para No.4, but, on misleading contentions only to retain the said amount of the complainant, is itself shows their ulterior motive to extract money by wrong means which amounts to deficiency of service and unfair trade practice on the part of the opposite parties.

8. It is further respectfully submitted that the Consumer Forum upon the hearing of both the parties has rightly come to a conclusion that there is deficiency of service on the part of the opposite party No.2 and allowed the complaint in part has directed them to refund the amount of Rs.2.00 lacs paid towards the booking of Flat by Respondent/Complainant along with interest @ 9% p.a. from the date of payments till realization, also to pay Rs.2,000/- costs.

9. However, the opposite party did not comply the order dated 15.12.2016, the complainant was also constrained to file execution proceedings before the Hon'ble Consumer Forum – II. Thereafter, though the opposite party deposited the said award amount before the forum, but, only to defeat the right of the complainant and to harass him, after thought, it has filed the above F.A.No.63/2017.

10. Due to acts of the appellant/opposite party, the complainant suffered huge loss and mental agony. The action of the opp. party is unwarranted, illegal, unethical and against law as well as the principles of natural justice.

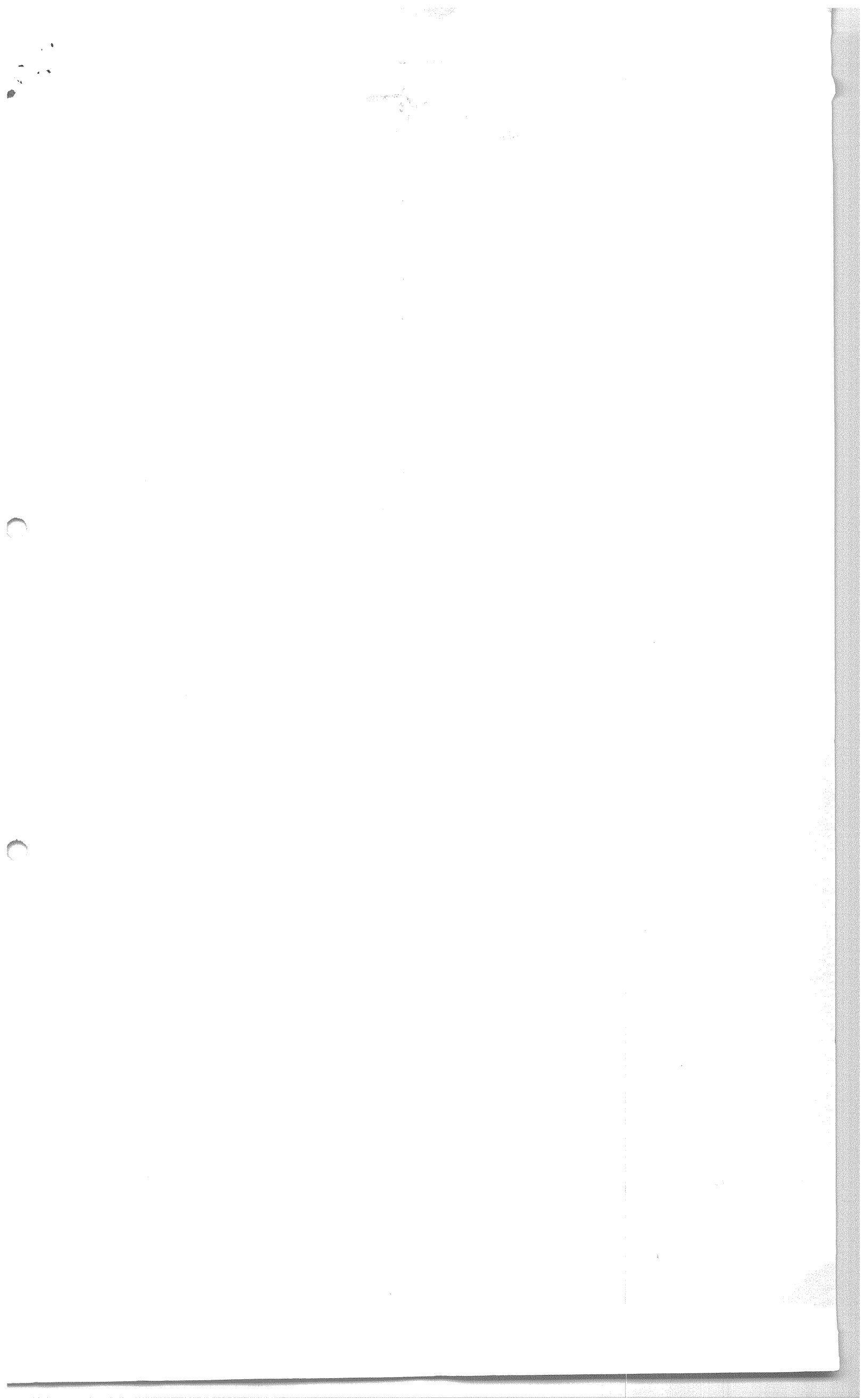
12. It is clearly established case of the complainant that he has sustained loss by incurring huge amount, moreover, the appellant/opposite party retained the amount paid by him with an ulterior motive only to enrich themselves, the Consumer Forum rightly allowed the complaint in part on merits. Thereafter, the appellant/opposite party only to drag the issue has come with the above appeal. The appellant has no good grounds to succeed and appeal is liable to be dismissed.

Therefore, it is prayed that this Hon'ble Court may be pleased to dismiss the appeal with costs in the interest of justice.

Place : Hyderabad

Date : 12.12.2017

COUNSEL FOR THE RESPONDENT/COMPLAINANT.



BEFORE THE HON'BLE' TELANGANA
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BEHALF OF THE
RESPONDENT/COMPLAINANT

Filed on : 12.12.2017

Filed by : Counsel for Respondent No.1/
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