

**IN THE NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION,
NEW DELHI**

REVISION PETITION NO. 3377 OF 2016

(From order dated 18.10.2016 in Appeal No. 152 of 2015 of the
Telangana State Consumer Disputes Redressal Commission)

1. Mrs. Angadi Vijaya Laxmi,
W/o Bhaskar,

2. Angadi Mahesh Kumar
S/o Bhaskar, Rep. by his GPA Holder
Angadi Vijaya Laxmi

Both are R/o 1-24-253/1, Flat No. 32,
Sri Sainagar, Lotugunta, Alwal, Secunderabad
Telangana State-500015

.... Petitioner

Versus

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

.... Respondent

BEFORE :

HON'BLE MR. JUSTICE R.K. AGRAWAL, PRESIDENT
HON'BLE MRS. M. SHREESHA, MEMBER

For the Petitioner : Mr. M. Reddy, Advocate

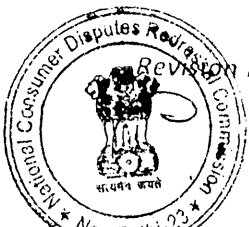
For the Respondent : Nemo

Pronounced on : 28th March, 2019

ORDER

MRS. M. SHREESHA, MEMBER

Challenge in this Revision Petition under Section 21 (b) of the Consumer Protection Act, 1986 (in short "the Act") is to the order dated 18.10.2016 passed by the Telangana State Consumer Disputes Redressal Commission (in short "the State Commission") in First Appeal No. 152 of 2015. By the impugned order, the State Commission has concurred with the finding of the



Complainants reducing the 9 months span period to 4 months. The Developer paid ₹2,43,750/- as an instalment and obtained undated cheques from the husband of the first Complainant. The details of the payment of ₹9,75,000/- by the Developer towards Housing Loan is detailed as hereunder:

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
975000				

3. On 20.11.2013, after the fulfilment of margin money, the Developer registered the Villa in the name of the Complainants, though it was not fit to be occupied as forcible possession was given, the Developer got the entire amount released from the financier without intimating the Complainant. The details of the amount released are as follows:

S. No.	Date	Amount (₹)
1	27.11.2013	12,48,000/-
2	27.11.2013	6,22,000/-
	Total	18,70,000/-

The remaining amount of ₹3,30,000/- was retained with the financier awaiting the Occupation Certificate from the Developer. Despite several requests and repeated correspondence, the Developer has failed to respond, but further demanded ₹14,20,690/- adding the service tax of ₹1,15,690/-.



months. It is admitted that an amount of ₹9,75,000/- was paid to the Complainant in four instalments. It was denied that the Complainants were forced to register Villa despite the fact that it was not ready. It was averred that dues of ₹14,20,690/- was inclusive of interest on late payment of instalments together with service tax of ₹1,15,690/-, which is payable to the Government authorities. It was pleaded that the Villa was complete in all respects except for the sanitary fittings, which are done just before the handing over of the possession of the subject Villa.

6. The Developer also filed suit for recovery of the dues bearing No. OS 98 of 2013 on the file of 1st Additional Chief Judge of Secunderabad. It was averred that the Complainants have withheld the payments of the instalments and that the Developer received only ₹35,70,000/- and further an amount of ₹11,23,523/- is still due towards final settlement of the cost of the Villa along with interest and service tax, interest on delayed payments, corpus fund etc. A legal notice was issued on 18.04.2014 calling upon to pay an amount of ₹20,48,497/-. It is pleaded that as the Complainants were liable to pay these amounts, there is no deficiency of service on their behalf.

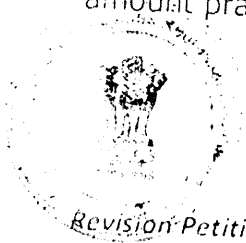
7. The District Forum based on the evidence adduced allowed the Complaint in part directing the Developer to deliver the Villa No. 46 after receiving the balance sale consideration of ₹3,30,000/- from the financer on production of Occupation Certificate and also directed the Developer to



jurisdiction of civil court, which is pending adjudication. Admittedly, the villa in question is not completed and still some minor works are remained to be attended. For that matter, both the parties are throwing burden on each other. The Purchasers state that they are ready to instruct their financier to release the amount of Rs.3,30,000/- provided the Builder obtains the Occupancy Certificate and the Builder on other hand states that if the Purchasers clear-off all the dues, they would complete the left-over minor works. As can be seen from the photos exhibited, most of the works in the Villa are completed except fixing of fixtures in toilets and other minor works. As a matter of fact, except filing the account statement, the Builder has not made any demand demanding the Purchasers to pay the dues amount. From the documents exhibited, it is clear that the Builder has agreed to deliver the possession of the villa within one month after receiving the final disbursements.

20) It is only after the Purchasers got issued a notice dated 12.03.2014 under Ex.A15, the Builder got issued a reply on 10.04.2014 under Ex.A16 claiming an amount of Rs.20,48,497/- inclusive of service tax, corpus fund and interest upto 05.04.2014, without furnishing the particulars of entitlement. Again, the Purchasers got issued another notice on 21.04.2014 under Ex.A17, to which, no reply is given by the Builder. Instead, laid the suit bearing OS No.98/2014 for recovery of Rs.20,48,497/- before the I-Addl. Chief Judge, City Civil Court at Secunderabad, which, admittedly, is pending adjudication."

10. Dissatisfied by the said order, the Complainants preferred this Revision Petition on the ground that the State Commission did not take into consideration that the Developer has already received ₹35,70,000/- out of ₹39,00,000/- and it was only ₹3,30,000/-, which needed to be paid by the Housing Financer and that the Developer cannot claim interest on ₹3,30,000/- because there was inordinate delay on their behalf in handing over possession and that the State Commission ought to have awarded the compensation amount prayed for.



13. In the result this Revision Petition is allowed in part directing the Developer to pay the interest @ 9% p.a. on the amounts paid by the Complainant i.e. ₹35,70,000/- from 01.03.2014 till the date of production of Occupation Certificate together with costs of ₹10,000/-. Time for compliance is four weeks, failing which, the amount shall attract interest @ 12% p.a. for the same period.

Sd/-

(R.K. AGRAWAL, J.)
PRESIDENT

Sd/-

(M. SHREESHA)
MEMBER

Free Certified Copy
Serial No. of the Application _____
Date of receipt of Application _____
Case No. 3377/2016
Name of the applicant _____
Date of disposal 20/3/2019
Date of production of copy 04/4/19
Date of dispatch of Free Certified copy of order 04/04/19
By Hand _____
By Post _____

Brahm/

Assistant Registrar/ Section Officer
National Consumer Disputes
Redressal Commission, New Delhi

NILGIRI

HOMES

Site Office : Sy. No. 128, Rampally, Keesara,
Hyderabad- 501 301 ☎ +91-92470 73975.

✉ mnm@modiproperties.com

Owned & Developed by : MODI & MODI CONSTRUCTIONS



Head Office: 5-4-187/3&4, II Floor, M. G. Road,
Secunderabad - 500 003. ☎ +91 40 66335551,

✉ info@modiproperties.com www.modiproperties.com

To,

Mrs. Angadi Vijaya Laxmi & Mr. Angadi Mahesh Kumar,
R/o. 1-24-253/1, Flat. No. 32, Sri Sai Nagar,
Lothukunta, Alwal,
Secundrabad – 500 015.

Date: 01-08-2019

Subject: Settlement of all dues with respect to complaint filed by you in the District Consumer Redressal Forum Ranga Reddy District.

Reference:

1. Agreement of sale dated 25-02-2013 for purchase of villa no. 46, in the project known as Nilgiri Homes situated at Sy.No.134,135,136, Rampally Village, Keesera Mandal, Ranga Reddy District.
2. Sale deed for villa no. 46 - registered as document no. 8452/2013 dated 16-11-2013 at SRO Keesara.
3. Complaint filed by you in the District Consumer Redressal Forum Ranga Reddy District dated 18-06-2014.
4. Order of District Consumer Redressal Forum Ranga Reddy District dated 24-07-2015.
5. Order of Telangana State Commission Redressal Consumer Forum Hyderabad dated 18-10-2016 with reference to appeal filed by us.
6. Appeal filed by you in the National Consumer Disputes Redressal Commission New Delhi dated 20-02-2017.
7. Order of the National Consumer Disputes Redressal Commission New Delhi dated 28-03-2019.

Sir,

You have purchased the above referred villa from us and in that regard you have preferred a complaint against us as given in reference above. The matter was finally decided by the National Consumer Disputes Redressal Commission as per their order given in reference no. 7 above. In order not to protract the litigation any further we have agreed to settle this matter amicably. We have agreed to pay you a compensation of Rs. 10.60 lakhs by way of pay order no. 082376 dated 05.08.2019, drawn on YES Bank towards full and final settlement of all claims made by you against M/s. Modi and Modi Constructions (including its associated firms/companies/partners/directors)

You shall have no further claim of what so ever nature against M/s. Modi and Modi Constructions (including its associated firms/companies/partners/directors). All claims made by you have been deemed to be settled on this day.

Please sign a copy of this letter as your confirmation of the above.

Thank You.

Yours sincerely,

For Modi & Modi Constructions

Soham Modi,
Partner.

Witness
[Signature]
A. Bhaskar

Accepted & confirmed by:

Sign: A. Vijaya Lakshmi

Mrs. Angadi Vijaya Laxmi

[Signature]
Mr. Angadi Mahesh Kumar,