

**NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION
NEW DELHI**

REVIEW APPLICATION NO. 201 OF 2019

**IN
RP/3377/2016**

1. ANGADI VIJAYA LAXMI & ANR.

.....Appellants(s)

Versus

1. MODI & MODI CONSTRUCTIONS

.....Respondent(s)

BEFORE:

HON'BLE MR. JUSTICE R.K. AGRAWAL, PRESIDENT

HON'BLE MRS. M. SHREESHA, MEMBER

For the Appellant :

For the Respondent :

Dated : 25 Jun 2019

ORDER

IN CHAMBER

This Review Application under Section 22(2) of the Consumer Protection Act, 1986 (in short "the Act") has been filed by M/s Modi & Modi Constructions, against the Order dated 28.03.2019 passed in Revision Petition No. 3377 of 2016 on the ground that the application for final layout was made on 05.11.2014 itself; that the final layout was obtained on 21.04.2015; that under various GOs the Applicant was exempted from obtaining occupancy certificate; it was not possible to obtain the occupancy certificate at this juncture; that the occupancy certificate was never the main issue raised by the Complainants; that GO Ms. No. 171 dated 19.04.2006 in respect of individual plots in plots upto 200 sq. mtrs. With height up to 6 mtrs. and industrial buildings obtaining occupancy certificate is optional and 200 mtrs. was revised to 300 mtrs. vide GO Ms. No. 623 dated 01.12.2006; that only final layout is considered and no separate occupancy certificate is issued to individual houses and that the Developer is not in a position to obtain the occupancy certificate and hence Review Applicant pray for review of the Order dated 28.03.2019 and modify the same by limiting the compensation from the promised date of possession i.e. 01.03.2014 to the actual date of possession i.e. 01.12.2016.

2. It has been observed in the impugned order that the question of occupancy certificate has attained finality. All other aspects on merits have already been addressed to in the impugned order. The Applicant is only trying to re-argue the matter on merits. We see no error apparent on the face of record warranting Review of the Order dated 28.03.2019 under Section 22(2) of the Act.

3. In view of the afore-going discussion the Review Application is dismissed.

4. The Registry is directed to intimate the order to the Applicant.

.....J
R.K. AGRAWAL
PRESIDENT

.....
M. SHREESHA
MEMBER



BY REGD. POST WITH ACK. DUE

To

Date: 10-05-2019

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

note

Under the instructions of my clients 1) Mrs. Angadi VijayaLaxmi, W/o BhaskaraRao, Age 56 years, Occ:House Wife, 2) Angadi Mahesh, S/o BhaskaraRao, Both are R/o 1-24-253//1, Flat No.32, Sri Sainagar, Lotugunta, Alwal, Secunderabad-500015, do hereby issue this notice upon the following brief facts.

1. My clients states that you are as a Builder/Developer offered them to purchase a Villa No.46 in Sy.No. 134, 135 & 136, with free registration situated at Rampally village of KeesarMandal and with the conversation of your people my clients were booked above said fully developed / constructed Villa for an amount of Rs.39 lakhs on 20-02-2013. In fact, you have offered my clients to pay entire amount in span of 9 months from Feb.2013 onwards as per the conversation of with Mr. Rambabu. Later on, you and your office people mis-represented with your affordable nature by saying that it is only for formalities and put in pen for 4 months. In fact, it is impossible to my clients and they had expressed their inability to pay such huge amount in short span instead of 9 months. For that, you have convinced as stated above. You had entered agreement with my clients with the terms and conditions therein. Anyhow, you had received an amount of Rs. 25,95,000/- and executed sale deed for the incomplete Villa vide registration document No. 8452/13 dated 16-11-2013 and on the same day, you had also obtained an agreement of construction with my clients which as per the clause No.13, you should be completed on or before 01-09-2013. In case, grace period of 6 months also, evenafter completion of admitted time as well as grace period, you did not handed over the Building / Villa by completing with all amenities which was agreed by you. as such my client approached the Hon'ble District Consumer Form and State forum, latter National Forum and the Hon'ble NCDRS pleased to passed orders vide 3377 of 2016 Dated. 28-3-2019 to pay interest to my clients from 1-3-2014 for the Rs. 35,70,000/- P.A. 9%.as well as Court Case Cost Rs. 10,000/- if you failed to pay within 4 weeks you are liable to pay Interest at the rate of 12% . Thus the Time of 4 weeks were completed up to 28-4-2019 but from your side there is no any response to pay the said amounts to my clients. and you are wantonly disobeying the order of the Hon'ble National Consumer



Redressal forum Orders . if you are not complied the orders you are liable to punish under Section 27 CP Act which reads as :

Section 27 in the Consumer Protection Act, 1986

27. Penalties.—⁹⁵ [

(1)] Where a trader or a person against whom a complaint is made 2[or the complainant] fails or omits to comply with any order made by the District Forum, the State Commission or the National Commission, as the case may be, such trader or person⁹⁶ [or complainant] shall be punishable with imprisonment for a term which shall not be less than one month but which may extend to three years, or with fine which shall not be less than two thousands rupees but which may extend to ten thousand rupees, or with both:⁹⁷ [***]

Therefore, you are, hereby called upon by this notice to comply the orders pleased to passed by the Hon'ble National CDRC forum otherwise my client will be constrain to take steps to file Penalization petition to send you to jail and my clients will take appropriate legal steps against you as per the law by initiating prosecution and other appropriate legal proceedings for which you alone shall be held responsible for the costs and consequences.

G.L.NARSIMHARAO
Advocate



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 payorder 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)

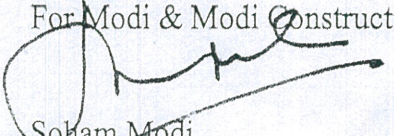
You shall have no further claim of what so ever nature against M/s. Modi and Modi Constructions (including its associated firms/companies/partners/directors). All claims made by you have been deemed to be settled on this day.

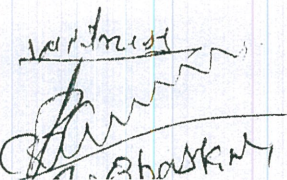
Please sign a copy of this letter as your confirmation of the above.

Thank You.

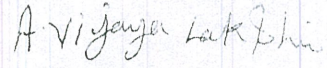
Yours sincerely,

For Modi & Modi Constructions

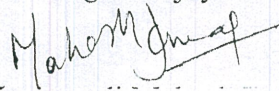

Soham Modi,
Partner.


A. Bhaskar

Accepted & confirmed by:

Sign: 

Mrs. Angadi Vijaya Laxmi


Mr. Angadi Mahesh Kumar