

BEFORE THE HON'BLE DISTRICT CONSUMER DISPUTES REDRESSAL FORUM,
RANGA REDDY DISTRICT

AT L.B.NAGAR

C.C. No. of 2017

Between:

Smt. B. Bhavani, W/o. Sri BSS. Satyanarayana,
Aged about 58 years, Indian, Occupation: Housewife,
R/o.Flat No.102, B- Block, "Vista Homes",
Kushaiguda, Hyderabad - 500 062.

... Complainant

AND

1. M/s. Vista Homes, D. No. 5-4-187/3 & 4,
2nd Floor, Soham Mansion, MG Road,
Secunderabad - 500 003,
Rep. by its Partner,
Sri Bhavesh V. Mehta, Uttam Towers,
DV Colony, Secunderabad - 500 003.
2. Mr. Soham Modi, S/o. Sri Satish Modi,
Aged about 46 years, Indian,
Occupation: Business, Partner: M/s. Vista Homes,
R/o. Plot No.280, Road No.25,
Jubilee Hills, Hyderabad — 500 034.

... Opposite Parties

COMPLAINT FILED U/S 12 OF CONSUMER PROTECTION ACT, 1986

DESCRIPTION OF COMPLAINANT: Address for the service of all notices, process
etc., on the above named complainant is that of her counsel.

K. Yadagiri Rao,
K. Sujatha Devi,
M. Srinivas,
- Advocates,
207 & 208, Aditya Towers,
Vinayak Nagar, Neredmet,
R.K.Puram, Secunderabad - 500 056

DESCRIPTION OF OPPOSITE PARTIES: The address for the service of all notices,
process etc., on the above named opposite parties are as shown in the above cause
title.

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I. BRIEF FACTS OF THE CASE :

1. It is most respectfully submitted that the Opposite Party No.1 is in Partnership firm engaged in the construction of residential flats in and around Hyderabad City. Sri Bhavesh V. Mehta and the Opposite Party No.2 Sri Soham Modi are the partners of the Opposite Party No.1. They issued wide publicity and colorful brochures representing the general public that they were constructing "Vista Homes" at Kushaiguda, Hyderabad. The Opposite Parties represented that for the said venture, the plans were approved by GHMC, clear title, 403 Flats on 5.6 acres of land, basement +5 floors, choice of semi-deluxe, deluxe and luxury flats, gated community, one car park for each flat in the basement, ground floor fully landscaped, restricted to pedestrians; pollution free environment etc. The Opposite Party offered to provide common amenities like 10,000 sft., club house consisting of Banquet Hall, Cafeteria, general Store, Creche, Library, Recreation Room, Gym, Yoga Room, Society Office, Swimming Pool, Open air badminton courts etc.
2. It is further submitted that being induced by the representations made by the Opposite parties, the complainant intended to purchase a flat in the said gated community since her husband was about to retire in about one year, to lead a peaceful life.
3. It is further submitted that on 26.04.2013 the Opposite Party No.1 represented by the Opposite Party No.2 also executed an Agreement of Sale in favour of the complainant for the sale of flat No.102, 1st Floor in Block No.B admeasuring 1220 sft., super built up area together with proportionate undivided share of land of 74.12 Sq. Yds., and a reserved car parking slot admeasuring 100 Sft., in Vista

Homes in Sy. Nos.193, 194 & 195 situated at Kapra Village, Kesara Mandal, Ranga Reddy District for a total sale consideration of Rs.29,95,750/- Schedule-C of the Agreement of Sale contains this specifications of the internal flats. Flat No.102 purchased by the complainant is a luxury flat.

4. It is further submitted that the complainant has paid the total sale consideration as agreed and on 10.04.2015 the opposite parties executed Sale Deed in my favour conveying title and possession of Flat No.102.
5. It is further submitted that the opposite parties failed to provide several common amenities and internal specifications as agreed. The opposite parties failed to provide laminated wooden flooring in the master bedroom as undertaken in Schedule-C of the Agreement of Sale.
6. It is further submitted that the quality of construction, fixers and fittings were very poor. Because of heavy winds on 31.03.2016 the main door frame along with the door itself was blown out and came out. The surrounding cement concrete was broken and fell down. Such kind of poor construction of "Luxury Flat" claimed by the opposite parties is unexpected and unheard. The family members of the complainant were very much afraid / terrified about the said collapse of the door frame. Fortunately, none of the family members were injured. This incident clinchingly demonstrates the poor quality of the construction of the residential complex.
7. It is further submitted that after complaining the collapse of the main door with frame, however the opposite parties have simply repaired the same.

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8. It is further submitted that the opposite parties utterly failed to provide official drinking water and drainage connections to the residential complex duly sanctioned by HMWS & SB. Without providing Municipal drinking water connection, the opposite parties are providing drinking water through RO plant by collecting maintenance charges.
9. It is further submitted that Hyderabad is a Cosmopolitan City. The Opposite Parties cannot keep quiet without providing official drinking water connection and drainage facility to the Gated Community in an evasive and irresponsible manner. Vita Homes, Kushaiguda, where the Gated Community Vista Homes is situated, is having HMWS & SB drinking water lines and sewerage lines.
10. It is further submitted that in an e-mail Dated 27.10.2016, the Opposite Parties informed one Mr. Peddi Sivanarayana, the Opposite Parties informed that the claim was time barred and that even as per Cl. No.23 of the Agreement of Sale never confirms for providing Municipal water by the builders.
11. It is further submitted that since there was no proper response for various personal visits and phone calls made by the complainant and her husband Sri BSS. Satyanarayana, the complainant was constrained to issue a Legal Notice dated 05.11.2016 to the Opposite Parties and another Mr. Nareddy Kiran Kumar demanding to the agreed amenities and to rectify the defects and deficiency in service, the Opposite Parties got issued a Reply Legal Notice dated 17.11.2016 to the complainant stating that laminated wooden flooring in the master bedroom was not provided as per the instructions of the complainant and that they never promised either in the Agreement or the brochure to provide Municipal water supply. The complainant never instructed the Opposite Parties not to lay wooden flooring in the master bedroom. The said allegation is absolutely false and incorrect. Supply of drinking water and sewerage connection is mandatory in nature.

12. It is further submitted that in fact on 24.04.2013 the Opposite Party No.1 represented by Opposite Party No.2 submitted an application bearing No.2013-4-2221 (File No.2013-4-2221) to HMWS & SB for providing drinking water and sewerage connections by paying Rs.2,25,000/- towards processing fee. Subsequently, for the reasons best known to the opposite parties, they have not yet further processed the application, not paid requisite fee to HMWS & SB and ultimately failed in obtaining official drinking water and sewerage connections to Vista Homes duly sanctioned by HMWS & SB. Suppressing the said facts, the Opposite Parties are giving evasive, false and misleading statements to the flat purchasers and subjecting them to perennial problem of drinking water..
13. It is further submitted that when there is every possibility for obtaining and providing official drinking water and sewerage connections to the Gated Community, mere providing drinking water through RO plant cannot be substituted. The Opposite Parties are trying to escape their legal obligations in providing drinking water and sewerage connections to the Gated Community which are basic amenities to lead a meaningful life in Cities like Hyderabad.
14. It is further submitted that the Opposite Parties are not even regularly supplying water through RO plant besides most of the times the water supplied through RO Plat is contaminated. The failure on the part of the Opposite Parties in providing official drinking water and sewerage connections to the residential complex, failure to provide wooden flooring in the master bedroom, poor installation of the main door with frame, failure to redress the grievances of the complainant in spite of issuing Legal Notice apart from various personal visits and phone calls not only amounts to unfair trade practice but also amounts to deficiency in

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service. Collapse of the main door with frame itself within one year of taking possession of the flat is of great adverse sentimental value and shows the inadequacy in the safety and security of the inmates. The opposite parties have also subjected the family members of the complainant without drinking water. The complainant and her family members have been put to serious inconvenience, hardship and severe mental agony apart from irreparable financial loss.

II. **CAUSE OF ACTION:** Cause of action has arisen on 24.04.2013 when the Opposite Parties submitted an application to HMWS & SB for drinking water and sewerage connections and on 26.04.2013 when Agreement of Sale was executed and on 10.04.2015 when Sale Deed was executed by handing over possession of the flat and on 31.03.2016 when the main door with frame of the flat collapsed and on 05.11.2016 when Legal Notice was issued and on 17.11.2016 when Reply Legal Notice was issued by the Opposite Parties and at Hyderabad within the jurisdiction of the Hon'ble Forum. Failure to provide drinking water and sewerage connections constitute continuous cause of action.

III. **JURISDICTION:** The complainant is resident of Kapra, Ranga Reddy District and Vista Homes is situated at Kushaiguda, Kapra, Ranga Reddy District within the territorial jurisdiction of the Hon'ble Forum. The compensation claimed is Rs.5,75,000/- within the monitory jurisdiction Hence the complaint is maintainable in law.

IV. **COURT FEE:** An amount of Rs. is paid by way of demand
draft/I.P.O bearing No. dated 2017 drawn on Bank
Hyderabad towards court fee.

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V. PRAYER Therefore it is prayed that the Hon'ble Forum in the interest of the justice may be pleased to direct the Opposite Parties:

1. to provide drinking water and sewerage connections duly sanctioned by HMWS & SB to Vista Homes situated at Kushaiguda, Kapra, R.R District;
2. to provide wooden flooring in the master bedroom of the complainant to her flat No.102, 1' Floor, B-Block in Vista Homes or in the alternative to pay Rs.50,000/- to compensate the same;
3. to pay compensation of Rs.5,00,000/- towards mental agony;
4. to pay costs of Rs.25,000/-; and pass such other order or orders which the Hon'ble Forum deems fit and proper under the circumstances of the case.

Date : 23.01.2017

Place : L.B.Nagar,

Complainant

Counsel for complainant

VERIFICATION

I, Smt. B. Bhavani, W/o. Sri BSS. Satyanarayana, Aged about 58 years, Indian, Occupation: Housewife, R/o. Flat No.102, Block No. B, "Vista Homes", Kushaiguda, R.R District - 500 062, do hereby declare that the facts stated above are true to the best of my knowledge, belief and information and no material facts have been suppressed.

Date : 23.01.2017

Place : L.B.Nagar,

Complainant

Counsel for complainant

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DISTRICT CONSUMER
DISPUTES REDRESSAL
FORUM, RANGA REDDY
DISTRICT

AT L.B.NAGAR

C.C. No. of 2017

Between:

B. Bhavani
Complainant

AND

M/s. Vista Homes
Rep. by its Partner,
Sri Bhavesh & another

Opposite Parties

COMPLAINT FILED U/S 12
OF CONSUMER PROTECTION
ACT, 1986

Filed on :

Filed by : Complainant

Address for service
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K. Yadagiri Rao,
K. Sujatha Devi,
M. Srinivas,
- Advocates,
207 & 208, Aditya Towers,
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