

284

**BEFORE THE HON'BLE DISTRICT CONSUMER REDDRESSAL FORUM  
::: R.R. DISTRICT :: AT LB NAGAR.**

C.D.NO 241 of 2019

Between:

MR. Srikanth Samanthapudi, S/o S.Kameswara Rao,  
aged about 31 Yrs., Oec: Govt. Service,  
R/o Flat No.205, CBR Residency,  
Near Karur Vysya Bank, Madhava Nagar  
Colony, Miyapur, Hyderabad — 500 049.

.....COMPLAINANT

AND

1. The Modi Properties Rep by its Manager,  
O/o 5-4-187/3&4, M.G.Road, Secunderabad-500003

2. Mrs. Suman R. Mulani, w/o Ratan N. Mulani,  
Aged 56 Yrs., Occ: Housewife,  
R/o Plot No.30, 31, Surya Nagar Colony,  
Inside Kushalya Estate, Kharkhana, Secunderabad.

3. The Dy. Commissioner, Kapra,  
Circle—1, G.H.M.C. Kushaiguda, Hyderabad.

.....RESPONDENTS

COMPLAINT FILED UNDER SEC.12 OF CONSUMER PROTECTION  
ACT, 1986

Address for service of all notices and process etc., on the above named complainant is that of his Counsel, M/s D.R. RAMARAJU, K. SRINIVASULU, ADVOCATES, O/A H.NO.2-56/36/38/17/1/1, SAINAGAR, MADHAPUR, HYDERABAD — 500 081.

Address for service of all notices and process etc., on the above named Opposite parties is the same as stated above.

1. It is submitted that the complainant is the absolute owner and possessor of the property Flat No.407, 4th Floor, Block—I, admeasuring 950 Sq. Ft., together with proportionate undivided share of land, to the extent of 57.71 Sq. Ft., in the residential complex named VISTA HOMES, forming part of Sy.Nos.193, 194 and 195, situated at Kapra Village, Keesara Mandal, R.R. District, having purchased the same under the registered Sale Deed bearing document No.849/2017, dt.23-02-2017 and since then complainant has been in peaceful possession and enjoyment of said property as absolute owner. The complainant have purchased the said property from O.P.No.2

2. The complainant states that the Modi properties" is the promoter of the project Vista Homes Vista Homes ( Builder) agreed to develop land admeasuring Ac. 5. 25 gunts of schedule land. Opposite party No.2 had purchased undivided share of land pertaining to the scheduled plot from the Builder vide sale deed bearing No.1544/2013 dated .25.03.2013 and builder agreed to constructed scheduled flat. So opposite party no.2 executed sale deed in favour of the complainant. The complainant purchased the scheduled property from opposite party No.1 i.e., Modi properties" and the sale deed was executed by opposite party No.2 hence both are shown as opposite parties No.1&2.

03. The complainant approached opposite party No.3 and submitted application form and received online demand notice claiming Rs.7,448/- ( Rupees Seven thousand Four Hundred and forty eight only) as arrears of demand and Rs2,961/- ( Rupees Two Thousand Nine Hundred and Sixty one only) as arrears of interest in addition to the current demand of Rs.2,128/- ( Rupees Two Thousand One Hundred and twenty eight only) i.e., is total amount of Rs.12,537/- ( Rupees Twelve Thousand Five Hundred and Thirty seven only). The complainant enquired in the office of opposite party No.3 and came to know that tax was imposed from.01.10.,2014. In fact the complainant purchased on.23.02.2017 and he is liable to pay tax from that date.

04. As is evident in Clause No.6 of the Sale Deed, it is covenant on part of the Vendor that he shall pay all taxes, cess, charges to all the concerned departments till the date of Sale Deed. It is also very clear that if any claims are made by any department, it shall be the sole responsibility of the Vendor to clear all such claims on his own cost, which binds the O.P. No.1&2 to clear such dues, if any, prior to the date of registration of sale deed in favour of the complainant herein.

05. It is submitted that on receipt of the said Property Tax Demand Notice the complainant immediately contacted the O.P. No.1 and informed about the Tax Demand notice and requested to clear the dues up to the date of his registration. The manager of opposite party No.1 informed that there are no dues and asked the complainant to address letter to opposite party No.3 to impose tax from the date of purchase. Accordingly

the complainant sent a letter by R.P. to opposite party No.3 by marking copy to opposite party No.1 But no reply was received. As a matter of fact the O. P.No.1&2 gave false declarations before the Registrars got registered Sale Deed in favour of the complainant. The complainant has also got changed his name in the Municipal Records and even during the said process of change of name the O.P. No.3 did not raise any issues regarding such arrears of Property Tax, payable by the O. P. No. 1&2

06. It is submitted that as detailed above the O.P. No. 1&2 defrauded the complainant by making false declarations before registrar, regarding arrears of Property Tax, and yielding to the influences of O.P. No. 1&2, the O.P. No.3 also committed grave procedural blunder by not insisting for clearing the arrears from the O.P. No. 1&2, at the time of change of same of the owner, which makes it crystal clear that the Opposite Parties are hands-in-glove causing undue hardship and loss to the complainant.

07. It is humbly submitted that the Opposite Parties deliberately committed grave errors in discharge of their legitimate duties while sale of property and change of name of the complainant in the official records of the municipality and thereby the services rendered by the Opposite Parties are absolutely defective and mischievous which is causing severe mental agony and hardship besides financial hardship. It is submitted that the complainant is the absolute owner and is ready to discharge his part of responsibility to pay property tax since the date of his purchase, but the Opposite Parties have committed great mischief by causing unreasonable physical strain, besides financial hardship. The O.P. No.3 is deliberately ignoring the proper persons for recovery of property tax and insisting the innocent complainant to clear dues, causing severe loss and hardship to the complainant. So far the complainant spent huge amounts by visiting the office of the Opposite Party No.3 and also the Opposite Party No. 1 since the date of receiving the Demand Notice, but so far there is no positive response from the Opposite Party No. 1 to clear the dues till the date of registration. which is also detrimental to the rights of the complainant. Due to the harassing methods adopted by the Opposite Parties the complainant is left with no other option except approaching this Hon'ble Forum for justice.

8. Cause of Action: Cause of action arose on 23-02-2017 when the complainant purchased the subject property from the O.P. No. 1&2 on such other dates when the O.P. No.3 issued notice on the name of the complainant illegally demanding arrears of property tax from 2014 onwards; on 29-03-2019 when the complainant made a requisition to the O.P. No.2 to accept tax from date of his purchase i.e., 23-02-2017 which was ignored and on such other dates when the O.P. No. 1 refused to clear the arrears, which is continuous.

9. Jurisdiction: The subject property is located at Kapra Village, Keesara Mandal, R.R. District, which is within the territorial jurisdiction of this Hon'ble Forum.

Therefore, it is prayed that the Hon'ble Forum may be pleased to direct the Opposite Party 1&2 to clear the arrears of Property Tax till 23-02-2017, which is binding on their part as per the terms and conditions of the Sale Deed and direct the O. P. No.3 to receive the property Tax from 23-02-2017 from the complainant on which date the complainant purchased the property and further direct the Opposite Parties No.1 to 3 jointly to pay an amount of Rs.50,000/- towards damages for the mental agony, hardship, physical pain caused to the complainant since the date of generating of Property Tax Demand Notice, along with costs of Rs.10,000/- and pass such other order or orders as this Hon'ble Court deems fit and proper in the interests of Justice.

Place: L.B.nagar.

Date:

Complainant

Counsel For Complainant

VERIFICATION

I, MR. Srikanth Samanthapudi s/o S.Kameswara Rao, aged about 31 Yrs., Occ: Govt. Service, R/o Flat No.205, CBR Residency, Near Karur Vysya Bank, Madhava Nagar Colony, Miyapur, Hyderabad, do hereby declare that the facts stated above are true to the best of my knowledge, belief and information.

Place: L.B.NAGAR,

Date:

COMPLAINANT

:5:

### LIST OF DOCUMENTS

1. Copy of Sale Deed bearing document No.849/2017, dt.23-02-2017 .
2. E.C., 07-03-2017.
3. Property Tax Demand Notice from O.P. No.3.
4. Letter dt.29-03-2019 by complainant to O.P. No.3

5. Regd postd receipts 2002

6. Modiproperty Broachin

Place: L.B.NAGAR,

Date:

COMPLAINANT

**BEFORE THE HON'BLE DISTRICT  
CONSUMER REDDRESSAL FORUM  
::: R.R. DIASTRICT ::  
AT :LB NAGAR.**

C.D.NO        of 2019

Between:

MR. Srikanth Samanthapudi ,

.....COMPLAINANT

AND

The Modi Properties Rep by its  
Manager,& 2 others

.....RESPONDNETS

**COMPLAINT FILED UNDER SEC12  
OF CONSUMER PROTECTION ACT,  
1986**

Filed on:

Filed By: Counsel for Complainant

**Address**  
**D.R.Rama Raju**  
**Kovuri Sreenivasulu &**  
**Associates**  
Advocates, Kukatpally  
Hyderabad.T.S.  
Cell No.9951539468