

BEFORE THE TELANGANA STATE CONSUMER DISPUTES REDRESSAL
COMMISSION, AT HYDERABAD

CC.No.36 OF 2023

Between:

Tenneti Ratna kumari & another

...Complainant

AND

M/s. Vista Homes & 3 & others

....Opposite Parties

EVIDENCE AFFIDAVIT ON BEHALF OF THE OPPOSITE PARTY NO.3 & 2

1. I, Bhavesh U Mehta S/o Vasanth U Mehta, aged about 55 years,
Occupation: Business, Resident of Hyderabad do hereby solemnly and
sincerely affirm, and state as follows:
2. I am the 3rd opposite party herein and as such I am acquainted with the
facts of the case. I am filing this affidavit on behalf of the 2nd opposite
party also as being the authorized signatory of it. I am filing this affidavit
based on the records and information available to our office.
3. I submit that we have 30 + years of experience in the construction of
houses and flats in and around the Hyderabad and Secunderabad areas.
Vista Homes got land for development and construction of apartments as
it was constructed more than 400 flats by providing amenities of roads,
drainage, electricity, power supply, club house and play ground and
other areas for flats owners utilization, which was situated at
Kushaiguda, Medchal-Malkajgiri District. The Complainant after
verifying the condition of the apartments and the project and facilities



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and amenities available and provided in the project. They have approached the Opposite party and booked a Flat bearing No.212 on second floor, in E-block of Vista Homes project in Sy. No. 198, 194 & 195 of Kapra Village, (Kushaiguda locality), Kapra mandal, Medchal-Malkajgiri District vide booking form dated 23.01.2021. Prior to it, on 05.03.2020 the complainant had entered an agreement of purchase and made the payments in part, accordingly registered sale deed was executed vide document No.2536/2020, dt.14-7-2020 on the file of Sub-Registrar, Kapra and taken delivery of the Flat from the Opposite party and the Complainant taken the delivery of the property which was specifically mentioned in the sale deed which is binding on the Complainant. After purchase of the flat, the Complainant made a request to the opposite party to clean the apartment and make it into tidy condition and for making the house warming ceremony and thus handed over to the opposite party and the said request of the Complainant was accepted by the opposite party under good gesture there is no obligation to provide any service to the Complainant after sale of the Flat but the same was accepted under good gesture. After fulfilling her request, the opposite party sent a letter dated 18.09.2020 to the complainant intimating about the readiness of flat for possession. Accordingly, the complainant has collected letter of possession on 21-4-2021 along with that she has also signed letter of confirmation dated

A circular blue ink stamp from 'VISTA HOMES SEC'BAD' is visible at the bottom right. The stamp features a star at the bottom and is partially covered by a handwritten signature in blue ink.

19.04.2021 wherein it has been clearly mentioned in point No.1,3,4 & 12 which states as follows

Point No.1: "The said flat was inspected, and it has been completed in all respects. All fixtures and furniture have been provided."

Point No.3: " All accounts are deemed to have been settled. There are no dues payable to the developer or any refund receivable from the developer."

Point No.4: We have no claim of whatsoever nature against the developer."

Point No.12: The basic common amenities and utility services required for occupation of the said flat have been provided by the developer."

4. I submit that the complainant signed the above letter of confirmation itself is clear evidence to show that she has inspected the flat which was completed in all respects, all accounts were settled, and she has no claim with the opposite party. After 4 months of taking possession of the flat the complainant raised the complaint with 7 points through the developer website (www.modiproperties.com) which was promptly attended, out of 7 points raised in complaint 5 were resolved and the rest 2 were responded as beyond the scope of the opposite party. Thereafter the complainant resided comfortably without raising any complaints. Moreover, not a single customer has made any complaint about the lift in the entire project nor has the Association which is run by its duly elected members since October 2020 has raised any objection about the lift. Now after 2 years the complainant again made a untenable demand in January 2023 by way of legal notice through its counsel for which the



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opposite party has given befitted reply. As such the present complaint is not maintainable and the same is liable to be dismissed.

5. I submit that the This opposite party denies that there is an agreement between parties with regard to purchase of the flat No.212 and also promised to provide 3 lifts out of which one is not adjacent to the Complainant's flat as the Complainant's mother is old-aged and is also suffering from several ailments and unable to walk freely is denied, and the Complainant may be put to strict proof of the same.
6. I submit that there is no agreement on providing any services to the Complainant including for construction of the Flat, but the Complainant purchased the flat as it is in condition under the sale agreement and sale deed as mentioned above. as such, the allegation of the Complainant is far from truth. I submit that the Complainant themselves verified the completed Flat No. 212 and after fully satisfied with the amenities and facilities provided to it including the lift they have purchased it. We never promised to provide any third lift adjacent to the Complainant's flat. In fact, we have provide plan and other permissions along with the sale deed and he cannot make false allegation that too be against the permissions and plan given by the authorities for construction of the flat and that too be he purchased the flat after verifying the physical position 'as it is condition' and now he cannot say that this opposite party promised to provide third lift at adjacent to his flat is against the facts



and documentary evidence. The complainant made false allegation that non-providing of third lift at adjacent to his flat, as his mother is able walk more than 100—feet to reach the lift as she has undergone knee replacement and incurred medical expenditure of more than Rs.5,00,000/- due not provided third lift at adjacent to his flat. All the allegations are made by the Complainant to gain sympathy from this Hon'ble Commission and to gain unlawfully either to get compensation or harass this opposite party, even though there is no fault on our part. The Complainant made false allegations and approached this Hon'ble Commission with unclean hands with an intention to gain unlawfully and to harass this opposite party, as such the present complaint is liable to be dismissed with exemplary costs.

7. I submit that the complainant purchased flat "as it where it is" at good gesture, we made the flat in tidy position at his request. We have not collected any amount for further service or construction than the agreed amounts under sale agreement and sale deed. It is technically not possible to provide grills in the bathroom as it has operable ventilators which cannot be operated once the grills are fitted. As such we have not placed any mesh or grills in the washroom area (at window or outlet over the washrooms) causing the birds to be like sparrows and pigeons. As such he cannot blame that not providing the mesh is causing the nuisance of excreta and distress. It is false to that we have given a standard reply that workers are not available. But in fact, the opposite



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party already informed the complainant through its reply notice dated 12.01.2023 that it is technically not possible to provide grills in the bathroom as it has operable ventilators which cannot be operated once the grills are fitted. In any case the grills cannot prevent birds from entering the bathroom, therefore the complainant cannot make any claim for the alleged inconvenience caused by the birds in the washing area outlets by not fixing mesh or grills. Moreover, the Complainant did not raise any complaint on this count for the past 2 years which itself is crystal clear that the complainant filed this complaint just to harass the Opposite party. As stated above, there is no contract of any service in between the parties, except outright sale of the Flat in which the Complainant is residing and the Complainant cannot make any allegations or claims for a defect or deficiency in service on the part of this opposite party, as such the present complaint is liable to be dismissed.

8. I submit that complainant purchased flat "as it where it is" at good gesture, thus we promised to provide 2-way plugs for lights and fans in bed rooms and the same are not complied as the Complainant No.1 is being old aged woman and unable to move for switch-off the fans in bed rooms and it has caused inconvenience to her are invented for this complaint and nothing else. The made false allegation there is leakage and seepage in the bedroom which causing difficulty to live in it and that the same is determining the quality of the construction made by the



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opposite parties. The complainant suppressing many factors including the heavy rains and lack of property maintenance and improper usage of the upper floor bedrooms, wash areas and other areas caused leakage or seepage caused in the flat but falsely alleged defective construction. The flat was purchased as it is where it is, was not under any contract of service for consideration, as such, the flat was purchased by the Complainant without there being any attachment of services and consideration. The sale of the flat, simple transfer of property thus there is no consumer relationship between the parties except the vendor relationship for the sale and purchase of immovable property Flat. Thus the consumer complaint is not maintainable and is liable to be dismissed.

9. I submit that the complainant never issued email, or letter has been addressed to us for any grievances till date except for giving legal notice. The allegation that the shortcomings and deficiencies which was brought to the notice of the Opposite parties by way of raising complaint through opposite party website as agreed in point No.19 of the letter of confirmation dated 19.04.2021 which clearly states that "*we agree to raise complaints related to defect in construction or other complaints related to the project which are to be addressed to the developer only through its website (www.modiproperties.com) we agree to not make any oral complaints* " are false. The Complainant made all these false allegations and with an intention to gain unlawful profits and to harass



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us for gaining illegally before this Hon'ble commission under the guise of the CP Act, which is not permissible under law.

10. I submit that there is no contract of services between the parties for providing service except the sale of immovable property. The entire allegations of the complaint and the pleadings are made without there being any basis for filing the consumer Complaint. The legal notice does not amount to a contract of service between the parties, as such the same is unsustainable and the same is liable to be dismissed.
11. I submit that even though there is no consideration and contract of service, the complainant falsely made allegations of unfair trade practice and deficiency in service in not providing the amenities/facilities and mental agony and suffering and made a claim for Rs.25,00,000/-. The allegations in the complaint are without there being any consideration and contract between the parties and the claim is made to gain unlawfully.
12. I submit that the sale deed was executed on 14-7-2020 but this opposite party delivered the property on 19-4-2021. The fact is that the complainant made a request to us not to make claim for the balance sale consideration and GST charges etc, but later the same was cleared by the complainant on 08.04.2021 and as such the possession letter was issued on 19.04.2021. As we have not waved the balance sale consideration and GST Etc, he resorted to this complaint by issuing legal



notice, with false averments, statements against the real facts and documentary evidence.

13. I submit that the Complainants filed this complaint basing on the consideration of Rs.57,51,000/- on which he paid a court fee of Rs.2,000/- , with slanted motive and ill-intention to gain unlawfully to recover the medical expenses of his mother and other amounts illegally from us even though there is no deficiency or defect or unfair trade practice and that to without any consideration or service contract in between the parties, as such, the complaint is liable to be dismissed with exemplary costs.
14. I submit that the complainants made several claims in addition to the claim of Rs.25,00,000/- towards mental agony and suffering and refund of the amount of consideration of paid under sale deed and interior costs of Rs.20,00,000/- and medical expenses of Rs.5,00,000/- and deficiency or defects in not providing amenities of water, amenities and other claims, which clearly shows that they have ill intention to gain unlawfully and the same is not permissible under law as such the complaint is liable to be dismissed with costs.
15. I submit that the Complainant purchased the immovable property Flat in 'as it is condition' and there is no contract of service and, no consideration paid for and when the immovable transaction between the parties is without there being any contract or service for consideration,



there is no consumer relationship between the parties, as such the complaint is not maintainable and the complaint is liable to be dismissed with exemplary costs.

16. I submit that the complainant though claimed in para.12 (D) of the complaint seeking relief of consideration paid for the flat of Rs.57,51,000/- and costs of interior of Rs.20,00,000/- with interest thereon till realization. This prayer itself shows that the complainant suppressed the fact before the Hon'ble Commission i.e. after purchase of the immovable property from us, the Complainant himself has got done interior works by spending Rs.20,00,000/- which was claimed in the above 12(D). Thus it is clear that the property was purchased in 'as it is where it is condition' and the Complainant has undertaken to complete the works and completed the same under his supervision with his expenses and he cannot blame us, for not fixing the double switches for lights, fans in bed rooms and at the same time the leakage and seepage and dirtiness in the flat at the time of modification of interiors, there might be several things may happen which might cause the leakage and seepage in the Flat which cannot be attributed to us. In addition to that, the Complainant falsely blamed us, that we were not provided mesh for grills at the outlets of the wash rooms wherein the sparrows, pigeons had ingress and egress freely and causing inconvenience to the inmates of the flat. When the Complainant himself claimed for the interiors, as the flat was purchased in 'as it is, where it is condition' and they should have taken



proper care to close either mesh or grills, out lets in the wash area. For his latches, he cannot blame us and claim various amounts in the complaint. I submit that, when he purchased the flat after a thorough verification and after fully satisfied with the facilities amenities available to it and now filed the present complaint with ulterior motives after 3 years of taking over possession of the flat with an intention to gain illegally and to harass the Opposite party. Therefore, this Hon'ble commission may be pleased to dismiss the complaint as there is no contract of service between the parties herein, and there is no consideration paid for the alleged contract. As there is no cause of action and limitation filed the present complaint. Further the Complainant has suppressed various material facts before this Hon'ble commission with an intention to gain unlawfully, in addition to that the Complainant made a false complaint with false averments and allegations. As it is being a vexatious one, this complaint is liable to be dismissed with exemplary costs.

17. I submit that the 2nd complainant does not have lawful authorization to represent Complainant No.1 but filed the present complaint by making false allegations and claim against these opposite parties, as such the present Complaint is liable to be dismissed.

18. I submit that the allegations and averments in the complaint and it is supporting documents and the same are denied except those



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specifically admitted herein and the Complainant may be put to strict proof of the same. The complaint is not maintainable either on fact or on law as such the same is liable to be dismissed. The present complaint is not having the Limitation as well this Hon'ble Commission is not having territorial and pecuniary jurisdiction to entertain the present Complaint, as such the same is liable to be dismissed. The transaction between the parties is not having consumer relationship but it is commercial in nature as such the consumer Complaint is not maintainable. This present Complaint is filed with false and frivolous allegations and the same is a vexatious complaint and is liable to be dismissed with exemplary costs.



DEPONENT

Sworn and signed on this the
30th day of June, 2025, his
Name in my presence.

BEFORE ME, ADVOCATE, HYDERABAD.

The following List of documents may be marked as Ex.B1 to B.6

Sl.No	Description of document	Pg.No's
1.	Evidence Affidavit	1-14
2.	Agreement of Sale	15-32
3.	Sale Deed Doc No.	33-49
4.	Letter of Possession for handing over the flat	50
5.	No objection certificate	51-52
6.	No due certificate	53
7.	Letter of undertaking	54
8.	Letter of confirmation	55-56
9.	Membership enrolment form	57
10.	Legal Notice dt. issued by the complainant	58-59
11.	Reply notice dt. issued by the Respondent	58 60-61
12.	Postal receipts	62
13.	Postal acknowledgment covers	62



Deponent

Counsel for Opposite Parties No.2 & 3

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EVIDENCE AFFIDAVIT OF
THE OPPOSITE PARTIES
2&3

FILED ON: 30-06-20253

FILED BY: _____

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