

IN THE COURT OF THE DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION : AT : NALGONDA :

(Under Consumer Protection Act, 2019)
C.C. No.103 of 2025



BETWEEN

Paduru Vinay S/o Ramana Reddy, Age: 36 years, Occ: Software Engineer, Presently residing of 9041, LAGUNA SPRINGS WAY, ELK GROVE, CA-95758-5326 Permanent resident of R/o Villa No.41, AIR Gulmohar Homes, Bapuji Nagar, Near D Mart Super Market, Miryalguda Town, Nalgonda District.
Through her GPA holder Paduru Ramana Reddy S/o Ramchandra Reddy, Age: 64 years, Occ: Rtd. Employee, R/o Villa No.41, AIR Gulmohar Homes, Bapuji Nagar, Near D Mart Super Market, Miryalguda Town,

...Complainant.

AND

✓ M/s Modi Realty (Miryalguda) LLP, D.No.5-4-187/3 & 4, 2nd Floor, Soham Mansion, M.G.Road, Secunderabad-3, Rep. by its Managing Partner, Mr.Sri Soham Modi S/o Late Satish Modi, Age: 47 years, Occ: Business.

...OPPOSITE PARTY.

In the above case, copy of Complaint along with documents filed by the Complainant U/S 35 of Consumer Protection Act, 2019 is enclosed herewith.

You are required to appear before this Commission and to submit your written version with an affidavit along with all the documents on which you rely upon, on or before **10 /10/2025 at 10:30 a.m.**

You are informed that along with a written version, an affidavit should be filed stating that the averments in the written version are true. All documents on which you rely should be filed within (30) days from the date of Receipt of this notice, after serving a copy/one set on the Complainant/Counsel for the Complainant. You are further informed that if you fail to appear and submit your written version and an affidavit and documents on or before the above date of hearing, the above dispute will be heard and decided in your absence (Exparte).

Given under my hand and the seal of the District Commission on this the **09th day September, 2025.**

Dis. No. 625/2025.
Date: 18-09-2025.

// BY ORDER//


SHERISTADAR
Dist. Consumer Disputes
Redressal Commission, Nalgonda
Redressal Commission,
Nalgonda

BEFORE THE PRESIDENT DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION AT NALGONDA

C.C.NO. 103 OF 2025

Between:

Paduru Vinay S/o Ramana Reddy , Age: 36 Years, Occ: Software engineer,
Presently residing of 9041, LAGUNA SPRINGS WAY, ELK GROVE, CA -95758-5326
Permanent resident of R/o Villa No.41, AIR Gulmohar Homes, Bapuji Nager, Near
D Mart Super market, Miryalguda Town ,Nalgonda District .

Through her GPA holder Paduru Ramana Reddy S/o Ramchandra Reddy,
Age:64 Years, Occ: Rtd Employee R/o Villa No.41, AIR Gulmohar Homes, Bapuji
Nager, Near D Mart Super market, Miryalguda Town
Nalgonda District .

COMPLAINANT

AND

M/s Modi Realty (Miryalguda) LLP,D.No. 5-4-187/3 & 4, 2nd Floor, Soham
Mansion, M.G.Road, Secunderabad-3, R/by its Managing Partner,
Mr.Sri Soham Modi S/o Late Satish Modi, Age: 47 Years, Occ: Business

OPPOSITE PARTY.

COMPLAINT FIELD UNDER SECTION 35 OF CONSUMER PROTECTION ACT 2019

1) DESCRIPTION OF THE COMPLAINANTS.

His address for service of all Notices and process on him is the same as shown
above and also that of his ADVOCATE

K.S.V.RAMANA
ADVOCATE,NALGONDA.

2)DESCRIPTION OF THE OPPOSITE PARTIES

Its addresses for service of all notices and process on it are the same as shown
above.

3).It is submitted that the son of Complainant/GPA Holder Viz Paduru Vinay was
purchased the villa No.41, A.V.R. Gulmohar Homes, Bapuji Nager, Near D.Mart
Super Market Miryalguda Town, Nalgonda District from the Opp Party for a
valuable consideration of Rs. 19,97,000/- and the Opp Party has executed sale

deed No. 11756 of 2019 dated 25/11/2019 and vacant Possession also delivered in favour of the Purchaser. It is submitted that Complainant son Mr.P.Vinay got employment at abroad as such he requested his father i.e GPA Holder to stay in the said house as such the complainant/GPA has been residing in the capacity of the beneficiary along with his kith and kin.

4) It is submitted that at the time of entering in to sale, the Opp Party agreed to provide the amenities which are clearly mentioned in the broacher. But the Opp Party failed to provide the amenities of swimming pool, open air badminton court, Basketball court, Beach Volley ball court, landscape garden 1.K.V.A.Power for each Villa, 24 Hrs, security with C.C.T.V. and vehicle access control with smart card. Due to the water leakage from the walls which caused paint to bulge and putty has been wearing off. In this regard Complainant/GPA sent several notices as well as E.Malls to the Opp Party, but there is no response at all from the Opp Party's end when the complainant got estimated to get the repairs for the defect the experts assessed the expenses to a tune of Rs. 2,00,000/- Further the Opp Party agreed to provide Sewage treatment plot construction drainage links and completion of part work. In Spite of lapse of (5) months, the Opp Parts failed to provide the said facilities to Complainant/GPA.

5) It is submitted that there is no some leakage from the compound wall whole are not filled as a result the rain water is coming in the premises on the other hands the riptails are also moving freely in the area. It is submitted that due to usage substandard electrical material it caused short- circuit as a result the valuable electric items of the complainant/GPA are burnt in to ash, as a result Complainant/GPA sustained heavy loss.

6) It is submitted that while entering in to the agreement the Opp Party assured to Complainant/ GPA Holder that it will provide all the above.

amenities to the villa owners when the Opp. Party complete the last villa in the site, in spite of the same the Opp. Party failed to provide the said amenities to Complainant/Beneficiary .

- 7) It is submitted that the Complainant/Beneficiary brought the above said defect to the notice of the Opp. Party through mail and other manner mode of communications, but there is no proper response from the Opp. Party as a result the Opp. Party utterly failed to provide services to the Complainant/Beneficiary the acts of the Opp. Party clearly goes to show that it rendered deficiency of service of Complainant/Beneficiary , further due to enactment of the Opp. Party the Complainant/Beneficiary has suffered a lot. It is submitted that due to non completion of entire amenities to the owners of the villas, in terms of the agreement, the Complainant/Beneficiary has been facing lot of financial difficulty , mental agony in spite of lapse of 2 years the Opp. Party did not come forward to attend the above said defects as a result Complainant/Beneficiary has been suffering a lot.
- 8) It is submitted that since the Opp. Party failed to render its services to the Complainant/Beneficiary by attending the defects as pointed out by the Complainant/Beneficiary, as such he caused legal notice through his advocate on 24/12/2024 demanding the Opp. Party to comply with the assurance duly given in the agreement and also attend the defects duly pointed out of the Complainant/Beneficiary to the Complainant/Beneficiary and also pay a sum of Rs.2,00,000/- towards amounts duly spent by the Complainant/Beneficiary for the purpose of repairs, demanding to pay Rs.5,00,000/- towards mental agony since the Opp. Party failed to render its services properly. It is submitted that the Complainant/Beneficiary could not received either served Ack. Card or unserved cover, as such he approached the Postal Authorities and made an application to know the fate the registered cover, as per the track sheet the said notice was served on the Opp. Party on. In spite receipt of the legal notice the Opp. Party failed to comply with the demand of the Complainant/Beneficiary or given any reply. Thus the

Complainant/Beneficiary is entitled to sue the Opp. Party and its liable to answer.

- 9) **CAUSE OF ACTION:** It is submitted that the cause of action for the Complainant/Beneficiary firstly arose on 25/11/2019 when the Opp. Party executd sale deed No. 11756 in favour of the Complainant/Beneficiary's son and it continued on 24/12/2024 when the Complainant/Beneficiary caused legal notice and it continued to arose on all subsequent days.
- 10) **JURISDICTON:** In view of the of the place of cause of action valuation of the complaint the Hon'ble District Commission has got pecuniary and territorial jurisdiction to entertain the complaint.
- 11) **LIMITATION:** It is submitted that the Complainant/Beneficiary is the resident of Miryalguda Town and Mandal, Nalgonda Dist., which is within the territorial jurisdiction of this Commission. As such the Hon'ble Commission has got ample powers to entertain the above complaint.
- 12) **COURT FEE:** The Complainant/Beneficiary claiming Rs.3,00,000/- since the Opp. Party failed to provide the amenities as assured in the agreement, further the complainant claiming Rs.2,00,000/- as under the head of mental agony and RS.50,000/towards legal expenses, the total amount below Rs.5,00,000/- as such there is no need to pay any court fee on the complaint.
- 13) In view of the above stated facts and circumstances it is clearly established that the Opp. Party failed to render its services i.e. due to the water leakage from the walls, which caused paint to bulging and putty was wearing off either the opp. Party attend the said defects and pay Rs.2,00,000/- to the complainant so that he will get repairs the said defects, further the complainant claims Rs. 2,00,000/- since the Opp. Party failed to provide the amenities as assured by him and Rs.3,00,000/- is claiming under the head of mental agony which caused due to the

negligent acts of the opp. Party along interest @24% P.A. from the date of handing over the villa i.e. 25/11/2019 till realization and Rs.50,000/- towards legal expenses,

Hence it is prayed that the Hon'ble Commission may be pleased to direct the Opp. Party to pay Rs.2,00,000/- towards estimated costs for getting repairs of water leakage from the walls, which caused paint to bulging and putty was wearing off either the opp. Party attend the said defects and pay Rs.2,00,000/- to the complainant so that he will get repairs the said defects, further the complainant claims Rs. 2,00,000/- since the Opp. Party failed to provide the amenities as assured by him and Rs.3,00,000/- is claiming under the head of mental agony which caused due to the negligent acts of the opp. Party along interest @24% P.A. to pay i.e. 25/11/2019 till realization and Rs.50,000/- towards legal expenses. or pass any such other order or orders that are deems fit and proper, in the interest of justice.

NALGONDA.
DT. /02/2025

COMPLAINANT/BENEFICIARY .

(PADURU RAMANA REDDY)

I do hereby declare that the facts stated in Para No.1 to 12 of the complaint are true and correct to the best of my knowledge and the remaining para are believed to be true on legal advice. Hence verified at Nalgonda, this ay of Feb..... 2025

COMPLAINANT/BENEFICIARY

PADURU RAMANA REDDY)

AVOCATE FOR THE COMPLAINANT/BENEFICIARY .

BEFORE THE PRESIDENT; DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION: AT NALGONDA

C.C.NO. 103 OF 2025.

Between.

Paduru Ramana Reddy

(BENEFICIARY)

COMPLAINANT/BENEFICIARY .

A N D

M/s Modi Realty (Miryalguda Ltd.
M.G.Road, Secunderabad.

OPP. PARTY.

LIST OF DOCUMENTS.

Sl. No.	Date of Document	Parties to the Document.	Description of document
01	25/11/2019	Comp.& OP.	Agreement for Construction
02.,	25/11/2019	,,	Sale deed No.11756 of 2019
03.		,,	Bunch of G.Mail Messages.
04	24/12/2024	,,	Office copy of the legal notice
05.	24/12/2024	,,	Postal Receipt.

Nalgonda.
Dt. /02/2025

COMPLAINANT/BENEFICIARY

PADURI RAMANA REDDY

AVOCATE FOR THE COMPLAINANT/BENEFICIARY .