

**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL FORUM,
RANGA REDDY DIST, AT NTR NAGAR, HYDERABAD**

C.C. No.258 of 2020

Between:

1.Bhagavathula Venkata Subramanyam
And others.

...Complainants

AND

1.M/s. Modi Properties & Investments Private Limited,
Rep by its Managing Director, Mr. Soham Modi,
Office: 5-4-187/3 & 4, II-Floor, M.G. Road,
Secunderabad-500 003, T.S.

2. M/s. Kadakia & Modi Housing,
Rep. by its Managing Partner, Mr. Soham Modi,
S/o. Not known to the Complainant,
Office: 5-4-187/3 & 4, II-Floor, Soham Mansion,
M.G. Road, Secunderabad-500 003, T.S.

3. Mr. Soham Modi, S/o. Sateesh Modi,
Aged about: 50 years, Occ: Business, Director of
M/s. Modi Properties & Investments Private Limited,
and partner of M/s. Kadakia & Modi Housing,
R/o. Soham Mansion, Secunderabad, T.S

4.M/s. Bloomdale Owners Association,
Rep. by its President / Secretary,
Office at: Modi Bloomdale Gate Community,
Shamirpet Village & Mandal,
Medchal-Malkajgiri District, Telangana State.

..Opposite Parties.

WRITTEN VERISON OF OPPOSITE PARTY NO. 4

1. It is humbly submitted that, the following written version is filed on behalf of the Opposite Party No.4, i.e., M/s.Bloomdale Owners Association, having received the Complaint and documents from the Hon'ble District Forum and understood the allegations and averments made in the Complaint. The allegations made in the Complaint are neither true nor correct and hence denied. The Complaint is not maintainable either on facts or in law, and the same is liable to be dismissed.

2. It is submitted that; the Complainant filed the present complaint without properly placing the real facts with an intention to gain unlawfully. The present Complaint is liable to be dismissed on the ground of pecuniary jurisdiction. Further, the Complainants have not impleaded all the necessary parties in the Complaint, whose rights are involved in the present Complaint and on this ground also the Complaint is liable to be dismissed. It is relevant to state here that the Complainant has not obtained any permission to file the Complaint on behalf of the other Village owners whose rights are involved in

Bloomdale Owners Association
Secretary

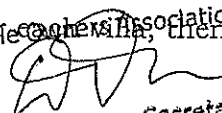
the present case and on this ground also the Complaint is liable to be dismissed. The present Complaint is also filed with a malicious intention and with false allegations to gain unlawfully, as such, the same is liable to be dismissed. The present Complaint is a vexatious one, as such, the Complaint is liable to be dismissed with exemplary costs. The present complaint lacks cause of action and limitation, as such, the same is liable to be dismissed. Further, the complaint is not maintainable either in law or on facts, as such, the same is liable to be dismissed with exemplary costs.

3. Before advertng to the allegations of the Complaint, it is just and necessary to place few relevant facts:

- (a) It is submitted that the Opposite Party No.1 & 3 which are firms and its representatives, who promoted ventures for construction of 72 villas in Ac.5-00 guntas in sy. No.1139 of Shamirpet Village & Mandal, Medchal-Malkajgiri District, T.S., by obtaining the permission from Hyderabad Urban Development Authority (HUDA). They have completed 68 villas out of 72 and handed over to the purchasers, they or their representatives/tenants are residing therein. The other four mortgaged villas are at finishing stage and those are hold by the developers.
- (b) It is submitted that the Opposite Party No.1 to 3 have provided the project amenities viz like clubhouse, swimming pool, children park, landscape gardens, roads, street lighting, gate, drinking water supply, general use water supply, electric power supply, power backup through generator, overhead tanks, drainage lines, etc., have also been provided and the same are well working except minor repair and other things. All these facilities are being enjoyed by all occupants of the project. But some of the person have not occupied the villas as such the venture was maintained by Opposite Party No.1 to 3 till recent days. Having almost completed the project, the Opposite Party No.1 to 3 intended to hand over the entire project to the Association, which was formed and this Opposite Party No.4 came into existence. After forming this opposite party, the Elections for the Association also called for and completed by electing the New Executive Body of the Association taken the charge. Thus the complete maintenance of the venture/project yet to be handed over to this opposite party by the developers.
- (c) It is submitted that, the Opposite Party No.4, is managing the venture which was handed to it and maintenance was looked after by it and it is provided facilities and amenities to the possible extent and co-operating with all the owners/residents. Further, this Opposite Party also called and conducted meetings for maintenance of Owners Association smooth For Blooming

running of the society, except present 13 members out of the 72 villa owners, everybody is happy with the construction and amenities provided by the Opposite Party No.1 to 3 and the amenities and other facilities managed the society opposite party No.4. At the same time, management of the society, which is providing the amenities is also happy. The complainants herein with unlawful and malicious intention have filed writ petition against the statutory authorities seeking direction not to issue the Occupancy Registration Certificate (ORC) or No Objection Certificate (NOC) for the venture, which action of the Complainant clearly shows that they did not want to enjoy the property in peaceful manner but they had malicious intention to harass the Opposite Parties and to gain unlawfully and illegally.

(d) It is submitted that the venture is consisting of 72 villas, which was sold by way of sale deeds to various persons including the complainant herein. The complainant herein not shown the entire value of the consideration of all the 72 villas in the present complaint except mentioning a few amounts in para.8 of the Complaint, but the Complainants sought Common Relief of " *(a) to hand over all the facilities like, swimming pool, playground, parks, club house with Full equipped Gymnasium (AC), Library, Banquet Hall (AC) & lawn and thereby to complete all the pending amenity works, such as, 24/7 Raw water supply from Community Bore wells, and softeners, Separate drinking water connection, CCTV with 24/7 security, Street lights, 24/7 power supply, underground cabling for power, phone and cable TV, Intercom facility from villa to main gate, sewage flow, perimeter security with solar fencing, power generator for 1 KW, Common overhead water storage tank, etc., as promised in the Brochure of the Opposite parties and registered sale deeds of complainants, in all perspectives or in the alternative to pay Rs.99,00,000/- towards total value of the unfinished works, common amenities, and facilities, etc., to the complainants, (b) to maintain all the common areas and open spaces as shown and published in the Brochure and web-site of the Opposite parties, (c) not to change the nature of the common areas and open spaces/parks in the community, (d) to direct the opposite parties to pay compensation of Rs.9,00,000/- each to the Complainants for the mental agony and harassment, (e) to award Rs.5,00,000/- towards costs of the complaint (f) to pass any other order/s deems fit and proper in the circumstances of the case*". In fact, if the 72 sale deeds value is considered even at the rate of Rs.30,00,000/- for each villa, then

For Bloomdale Teachers Association

Secretary

it comes to Rs.21,00,00,000/- (Rupees twenty-one crores only) as consideration paid to the Opposite Party No.1 to 3. Further, as stated above, the complainant sought common reliefs which includes all the 72 villa purchasers with their common rights involved, as such, the total consideration of the venture has to be taken into consideration for calculating the total consideration, then the total consideration comes more than pecuniary jurisdiction of this Hon'ble commission. As stated above, the consideration is paid by all the villa owners, whose rights are involved and subjected to the present Complaint, then the consideration of the present Complaint comes to more than Rs.21,00,00,000/- (Rupees twenty-one crores only), which is more than the pecuniary jurisdiction of the Hon'ble District Forum. But in fact, the Hon'ble District Forum is having jurisdiction only up to consideration of Rs.1,00,00,000/- (Rupees one crore only). Thus, the present Complaint filed by the complainant is not maintainable on the ground of consideration paid by all the villa owners, as the relief sought is for Common facilities of the entire venture, where 72 villa owners, who have purchased through sale deeds by paying consideration, more than Rs.1,00,00,000/- (Rupees one crore only). Thus, this Hon'ble District Forum has no jurisdiction, but the Complainants intentionally made Complaint without showing the entire consideration of 72 villa owners, filed the present Complaint with malicious intention. Thus, the present Complaint is liable to be dismissed on this ground alone.

(e) It is submitted that the complaint is filed for seeking various relief as mentioned above, which is involved the common rights of other 72 villa owners, but without impleading other owners as parties to the present Complaint is filed, hence the complaint is not maintainable on the ground of non-joinder of necessary parties.

(f) Further, it is relevant to state here that, the complaint has not placed any Authorization on behalf of the other 72 villas owners, but filed the present Complaint seeking Relief of 'Common amenities of the 72 villa owners, and without having such Authorization / Permission of the 72 villa owners, the present Complaint filed by the complainant is not maintainable and the same is liable to be dismissed on this ground alone. It is relevant to state here that, the complaint has mentioned not only in prayer portion and other pleadings of the complaint that "the amenities for the common purposes of all the villa owners". Thus, the filing of the Complaint without having Authorization / Permission or having any resolution on behalf of the entire villas' owners, the present Complaint is not maintainable and is liable to be dismissed on this ground alone.

For Bloomdani Owners Association
Secretary

(g) Further, it is relevant to state here that, the complaint is filed seeking Relief of 'Common amenities of the 72 villa owners, and without having such Authorization / Permission of the 72 villa owners and the complainant has not obtained any permission from this Hon'ble Commission to seek such relief of the other villa owners who are not given any authorization nor parties to the present proceedings. Thus, the present Complaint filed by the complainant is not maintainable and the same is liable to be dismissed on the lack of permission from this Hon'ble Commission.

3. It is submitted that, all the other allegations made by the Complainant against the Opposite Party No.1 to 3, except a few, this Opposite Party No.4 is not in a position to answer for the said allegations and the Opposite Party No.1 to 3 will give answers for the said allegations against them.

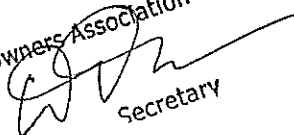
4. It is submitted that, in the Complaint, the complainant made allegations against this Opposite Parties that, the Association / Society representatives are acting on behalf of the Opposite Party No.1 to 3 is not correct at all and the same is invented for the purpose of this Complaint. Further, the other allegation that these complainants are seeking mercy of this Opposite Parties to avail the amenities is not correct and the same is created and invented for the purpose of this Complaint. The Complainants filed the present complaint only with an intention to threaten and harass these Opposite Party executives' members, who are providing good and free service to all the villa owners of the venture. The present complaint filed at the instance and instigation of one person, who wanted to gain in illegally in profession by taking professional action, which is not permissible. It is also not out of place mention here that, except these 13 villa owners all the other 59 villa owners have no any objection with regard to maintenance of the Association and the amenities provided by the Association. As such, one of the people in the complaint, instigated and requested the other members in the Complainants to them join in the complaint even though they have any intention to join in the Complaint.

5. In view of the above stated facts, it is submitted that the Complaint filed is not maintainable either on the ground of pecuniary jurisdiction or on Limitation or without having Authorization / Resolution or consent of all the other 59 members for seeking Relief of common amenities on behalf of them and without indicating and without inclusion of all the effected parties to the Complaint and also without obtaining permission from the Hon'ble District Forum to seek Reliefs on behalf of others, who were not joined in the present Complaint, the present Complaint is not maintainable.

For Bloomdale Owners Association

Secretary

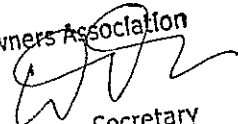
It is submitted that, in view of the above facts, there are no merits in the Complaint either in law or on facts and the same is liable to be dismissed. It is therefore prayed, that this Hon'ble District Forum may be pleased to dismiss the Complaint with exemplary costs, in the interest of justice.

For Bloomdale Owners Association

Secretary

Opposite Party No.4

VERIFICATION

I, the President/Secretary, of the 4th opposite party Association, being authorized signatory, have gone through the facts stated in paragraphs 1 to 5 of the above written version and verified the same and found that the same are true correct to the best of my knowledge. The documents enclosed to the version are true copies of the originals. Hence this verification.

For Bloomdale Owners Association

Secretary

Dated -12-2020
Place: Hyderabad.

Opposite Party No.4

Counsel for Opposite Party No.4

DOCUMENTS FILED ON BEHALF OF THE OPPOSITE PARTY NO.4

S.No.	Date	Description of the document	Page No.
1		E.C. of 72 villas, which shows that the value of each villa and its total value.	
2		Registration certificate of Association/society and its Bye-laws.	
3		Part position of the handing over of the maintenance by the builder to the 4 th opposite party.	

The above documents are true copies of the originals hence certified.

For Bloomdale Owners Association


Dated -12-2020
Place: Hyderabad.

Opposite Party No.4

Counsel for Opposite Party No.4

