

BEFORE THE DISTRICT CONSUMER FORUM CONSTITUTED UNDER CONSUMER PROTECTION ACT, 1986 (ACT NO.68 OF 86) AT SRIKAKULAM

Present : 01. Sri L. Sreerama Murthy, President.
02. Smt K. Saroja, Lady Member.

Date of Filing of the complaint : 31-01-2018
Date of Disposal of the complaint : 15-03-2018

C.C. No. 11 / 2018

Dated this the 15th day of March, 2018

Between :

Kambhayathughar Narayana Rao, S/o Venkata Rao, Hindu,
Private Job, aged 38 years, Door No.15-5-43(2), Arasavilli,
Srikakulam.

... Complainant

And:

1. B. Narayana Rao, Proprietor, M/s Visakha Real Estates & Constructions, D.No.47-9-40, Flat No.402, 4th Floor, Krishna Kunj Apartment, Near Diamond Park, Beside Bez Krishna Hotel, Visakhapatnam – 530 016.
2. M/s Visakha Real Estates & Constructions, rep. by its Proprietor by name B. Narayana Rao, D.No.47-9-40, Flat No.402, 4th Floor, Krishna Kunj Apartment, Near Diamond Park, Beside Bez Krishna Hotel, Visakhapatnam – 530 016.

... Opposite Parties

This complaint is coming on today for final hearing before us in the presence of Sri P. Appa Rao, Advocate for the Complainant and Opposite Parties having been remained ex-parte and having stood over for consideration, this Forum made the following :

O R D E R

(Oral order by Sri L. Sreerama Murthy, President)

This is a complaint filed under Sec.12 of Consumer Protection Act, 1986 prays to direct the Opposite Parties to register the Plot No.445 in "Sandal Vihar (Etcherla Venture)" situated at S.M.Puram Village, Etcherla Mandalam, Srikakulam District, or in alternative to refund the amount of Rs.4,60,000/- together with the escalation of price of the said Plot No.445 as on the date of realization and shall pay compensation of Rs.1,00,000/- for deficiency of service, Rs.30,000/- towards loss of money and Rs.30,000/- towards litigation expenses.

As per the version of the complainant, the complainant booked plot No.445 having attracted to advertisement of the Opposite Parties and believing their words and paid advance amount of Rs.25,000/- as advance and an amount of Rs.4,35,000/- in the account of Opposite Party No.1 by transferring the said amount from the mother's and father's account of the complainant vide bank

challans dated 01-03-2017 for Rs.2,35,000/-, and 10-03-2017 for Rs.2,00,000/- respectively. Hence the complainant paid the total consideration of Rs.4,60,000/- to Opposite Party No.1. And after receiving the amount, Opposite Party No.1 has not been proceeded for registration of the said Plot, then the complainant questioned Opposite Party No.1 for registration, but Opposite Party No.1 neglected the complainant, in spite of several demands made by the complainant for registration of the said plot in his name or to refund the said amount with escalated price of the said plot personally or through telephone, but the Opposite Parties failed to do so. Hence, the present complaint.

Opposite Parties 1 & 2 failed to appear before this Forum, did not file any counter nor produce any evidence to contradict the version of the complainant and remained ex-parte.

Complainant filed his evidence affidavit and brief written arguments and got marked Exs.A1 to A6. On perusal of Exs.A1 to A6, it is clear that the complainant paid advance amount of Rs.25,000/- under Ex.A1 for Plot No.445, and transferred Rs.2,35,000/- under Ex.A2, and Rs.2,00,000/- under Ex.A3 on 01-03-2017 and on 10-03-2017 respectively. The complainant also got issued registered notice dated 21-11-2017 to Opposite Parties 1 & 2 claiming the payment of the above said amounts under Exs.A1 to A3 and demanded for registration of the said plot in favour of the complainant or to refund the amount with interest. Ex.A6 is the acknowledgement of the said notice of Opposite Party No.2 and Ex.A5 is the returned postal cover of Opposite Party No.1 evidencing his continues absence and returned to the sender.

Taking into consideration of evidence affidavit of complainant, Exs.A1 to A6, it is very clear that the complainant paid the total consideration of Rs.4,60,000/- to Opposite Party No.1 for obtaining the Registration of Plot No.445 in 'Sandal Vihar (Etcherla Venture)' launched by Opposite Parties 1 & 2 and failed to register Plot No.445 in favour of the complainant after receipt of total consideration of the said plot shows the deficiency of service on the part of the Opposite Parties 1 & 2 for non registration of the said plot in favour of the complainant nor to refund the amount even after receipt of Ex.A4 notice. The Opposite Parties did not contradict the version of the complainant by way of any affidavit nor any rebuttal evidence and remained ex-parte. In the circumstances, we have no hesitation to answer the point in favour of the complainant by directing the Opposite Parties 1 & 2 to register the Plot No.445 in 'Sandal Vihar (Etcherla Venture)' in favour of complainant or to refund the amount of Rs.4,60,000/- with interest @ 12% per annum from the date of registered notice dated 21-11-2017 till the date of realization.

In the result, the complaint is allowed, directing the Opposite Parties 1 & 2 jointly and severally to register Plot No.445 in favour of the complainant or to refund the amount of Rs.4,60,000/- (Rupees four lakhs sixty thousand only) with interest @ 12% per annum on Rs.4,60,000/- from the date of Registered Notice dated 21-11-2017 till the date of realization, together with costs of Rs.3,500/- (Rupees three thousand five hundred only) in which advocate fee of Rs.1500/- is included. Comply the order within two months from the date of this order.

Dictated to the Stenographer, transcribed by him, corrected and pronounced by us in the open forum on this the 15th day of March, 2018.

Member

President,
District Consumer Forum
Srikakulam

APPENDIX OF EVIDENCE
Witnesses examined

For Complainant: None

For Respondent : None

Documents marked

Complainant's Side:

- 1) Ex.A1 is Original Bill vide Receipt No.1290 dtd.12-02-2017 for an amount of Rs.25,000/-
- 2) Ex.A2 is Original counterfoil dated 01-03-2017 of Syndicate Bank, Srikakulam for an amount of Rs.2,35,000/-
- 3) Ex.A3 is Original counterfoil dated 10-03-2017 of Syndicate Bank, Srikakulam for an amount of Rs.2,00,000/-
- 4) Ex.A4 is office copy of the legal notice dated 21-11-2017
- 5) Ex.A5 is Postal returned cover of Opposite Party No.1
- 6) Ex.A6 is duly served Postal acknowledgement on Opposite Party No.2

Opposite Party's side : - Nil -

President,
District Consumer Forum
Srikakulam