**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION NO.0I VISAKHAPATNAM: AP**

**CONSUMER COMPLAINT NO. /2018**

**IN THE MATTER OF:**

1. Sri. V. Srihari Gopal

s/o Krishna Murthy, aged 51 years,

NE5, Roop Vihar Apartment, Raja Street,

Syamala Nagar, Rajahmundry,

East Godavari District

… **COMPLAINANT**

**AND**

1. M/s V.L. Constructions,

rep. by its Managing Partner Sri Mancharla Suresh,

Aged 40 years, D. No. 11-8-39/3,

Plot no.85, Dasappa Hills,

Visakhapatnam- 530003

1. Sri Rachakonda Satyanarayana Murthy

s/o Late Venkata Suryanarayana, Aged 70 years,

D. No. 2-144/8, LIG-A, Plot No. 982 & 983,

Madhurawada, Visakhapatnam

Partner M/s V.L.Constructions

… **OPPOSITE PARTIES**

**COMPLAINT UNDER SECTION 35 of THE CONSUMER PROTECTION ACT, 2019**

**RESPECTFULLY SHOWETH:**

1. The address of the Complainant for the purpose of service of summons, notice etc is as shown in the cause title above.
2. The address of the Opponents for the very purpose is the same as shown in the cause title above.
3. The complainant submits that he agreed to purchase a two bedroom flat with a plinth area of 910 sq.ft in Flat No.401, 4th floor and car parking measuring 90 sq.ft in stilt floor and an undivided and unspecified share of vacant site measuring 33 sq.yards out of 355.56 sq.yds. in “ Prince of Peace Paradise” from the opposite parties.
4. The complainant further submits that the Sale Deed was registered agreeing for the construction of the residential flat as mentioned above with the opposite parties with some specifications. The same was registered as Document No.2076/2013 before SRO, Madhurawada, Visakhapatnam.
5. The complainant paid consideration of Rs. 30,00,000/- covered under the transaction by availing loan from State bank of India RACPC Branch, Visakhapatnam.
6. The complainant further submits that the opposite party shall deliver the flat within six months from the date of agreement i.e, 30/03/2013 with a grace period of three months. But the opposite parties have not finished the work in terms of the agreement and causing delay without any reason on some pretext or the other.
7. The complainant further submits that on 01/10/2016 the 1st opposite party addressed a letter to the complainant to pay balance consideration of Rs. 3,89,000/- in addition to Rs. 78,750/- towards service tax and Rs.30,000/- towards charges for APEPDCL.
8. The complainant replied to the letter denying to pay the extra charges mentioned by the opposite parties and asked the opposite parties to primarily finish the construction and handover possession post that the remaining charges will be paid.
9. The complainant further submits that the opposite parties have issued a legal notice to the complainant on 24/10/2016 with all false allegations.
10. The complainant thus aggrieved by the attitude of the opposite parties have filed this complaint.
11. **CAUSE OF ACTION**: The cause of action in the present case firstly arose on the day when the complainant got issued a legal notice dated 24/10/2016, with all the false allegations.
12. **JURISDICTION**: The consideration amount of the dispute is less than Rs. 50 lakhs and the complainant resides within the territorial limits of this Hon’ble Commission. Hence this Hon’ble Commission has jurisdiction to try and entertain this complaint.
13. **COURT FEE**: As per Rule 7 of Consumer Protection (Consumer Dispute Redressal Commission) Rules 2020, the requisite court fee has been paid.

**EVIDENCE:**

A1- Sale Deed bearing Document No. 2075/2013

A2- Agreement between the builder and the purchaser

A3- Letter issued by the opposite parties

A4- Receipt for Rs.4,25,000/- issued by the opposite parties

A5- Receipt for Rs.9,04,000/- issued by the opposite parties

A6- Letter issued by the opposite parties

A7- Registered Lawyer’s notice issued by the opposite parties

**PRAYER**:

The complainant therefore prays to direct the opposite party :-

i) To complete the construction and deliver the Flat to the complainant:

ii) To pay Rs.1,00,000 towards compensation for deficiency of service:

iii) To pay Rs.10,000/- towards costs

iv) Such other relief or reliefs which the Honourable Forum deemed fit, just and proper in the circumstances of the case.

**PLACE**: Signature

**DATED**:

**VERIFICATION**:

I, Sri. V. Srihari Gopal s/o Krishna Murthy, aged 51 years, residing at NE5, Roop Vihar Apartment, Raja Street, Syamala Nagar, Rajahmundry, East Godavari District do hereby declare that I have not misrepresented any facts nor have tried to hide any information in my above complaint. All the facts mentioned herein are true to the best of my knowledge.

Name & signature of the complainant