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Court : Andhra Pradesh State Consumer Disputes Redressal Commission
SCDRC Hyderabad

Decided On : Jul-04-2003

Judge : P. Ramakrishnam Raju, President & the Honourable Mr. C.P. Suresh, Member

Appeal No. : C.D. No. 30 of 1999

Appellant : V.V. Ramana Murthy and Others

Respondent : Sri Sai Krishna Constructions

Judgement :

P. Ramakrishnam Raju, President:

1. The complainants are owners of flats in Ram Kalyan Apartments, New Mirjalguda, Malkajgiri, R.R. District. The opposite party entered into development agreement with one Y. Bhaskar Rao, owner of the premises bearing No. 15-144 for construction of residential flats. Though the opposite party offered to construct the flats as per the specifications to the complainants individually and delivered possession of the flats but they found that the construction was not in accordance with the specifications given. Apart from several deficiencies in the flat sold the opposite party made deviations from the sanctioned plan and also made constructions in the common areas. The following are the deficiencies pointed out in the complaint.

- (1) Unauthorisedly constructed additional floor and a pent house on the upper floor without the valid sanction and thereby diminishing quality of the common amenities.
- (2) Unauthorisedly constructed shops on the stilt floor godown in ground floor due to which the flat owners are put to inconveniences.
- (3) As not left the statutory set backs as per the sanction plan and the municipal bye-laws.
- (4) The width of common passage and corridor are not in accordance with the sanction plan.
- (5) The outer walls as per the specification shall be nine (9) inches, have been constructed four and half (4) inches only.
- (6) Ducts not provide in between the flats thereby effecting the air and light amenity of the flat owners and also causing inconvenience.
- (7) The original sanction plan and other documents pertaining to the common amenities like, water, electricity, lift and water pump not handed over to the flat owners.
- (8) Defective electrical fittings and wiring causing damage to the electrical appliances of the flat owners, subsequently rectified.
- (9) Generator which was offered to be installed for which a sum of Rs. 4,000/- was collected from the individuals has not been provided.
- (10) The plastering and palinting of the outer walls of the building is not up to the mark and as per the specifications.
- (11) Transformer and septic tank is not located in the required places but has been kept abutting the road.
- (12) The drainage system is not connected to the municipal main drain for which separate amount was collected.

(13) The opposite party deviated from the sanction plan and the flat owners had to get the said construction regularised by paying amounts to the Municipality.

(14) The drainage pipes are not laid under ground but runs on roof of cellon floor and with many bends due to which frequent blockages to the drain occurs causing inconvenience to the residents.

(15) The municipal water pipe lines is of inferior quality and several leaks in the joints.

(16) The lift provided is of inferior quality due to which the same is not functioning properly and further documents of the lift are not handed over to the owners.

(17) The opposite party has collected registration charges without giving any account for the amount so collected.

(18) The opposite party has collected 2% sales tax and accounted for the same inspite of repeated requests.

(19) Cement based paint was promised on internal and external walls as per specification but ordinary colour wash only was done.

(20) The mosaic flooring in the common areas are not been polished and finished properly, stoning is done of cuddapah stone not as mosaic.

As the opposite party did not rectify the defects inspite of legal notice the complaint is filed claiming in all compensation of Rs. 9,74,000/-.

2. The opposite party except filing Vakalat did not evince any interest in the proceedings. Neither affidavit filed nor documents filed. However the complainants filed the affidavit of complainant No. 7 in support of the allegations in the complaint besides filing Exs. A1 to A6.

3. Therefore the point for consideration is whether there is deficiency in service on the part of the opposite party and if so, what reliefs complainants are entitled to ?

4. The complainants issued notice to the opposite party as well as the owner of the site under Ex. A6 on 2.10.1998 for which there was no reply. Therefore the complainants were constrained to file the complaint pointing out the defects in the construction. According to the complainants who purchased individual flats, Ex. A4 is the sale deed executed by the opposite party and owner in favour of 16th complainant. Of course Ex. A 3 is the agreement entered into between the opposite party and the 16th complainant. Ex. A1 is the brochure of the proposed complex while Ex. A2 is the specifications. The complainants contend that basing on these specifications they entered into memorandum of understanding under Ex. A5 which contains terms and conditions on which the construction should be done and sale deed should be executed in favour of the complainants. Therefore, Ex. A5 confirms the basis for proceeding with the construction as well as executing the registered sale deeds. Now the complainants contend that there are major deviations from the sanctioned plan and the construction also is defective. They have enumerated 20 defects. As no counter is filed disputing the allegations of the complaint nor any affidavit is filed by the opposite party, we are of the opinion that any defects or deficiencies noticed or found when examined with reference to the terms and conditions contained in the standard memorandum of understanding marked as Ex. A5 the opposite party should comply within a period 3 months from today. Regarding the unauthorised constructions it is open to the complainants to approach Municipal Corporation for demolition. Regarding amenities like providing water, electricity and drainage the opposite party should make good the defects on the lines of the terms and conditions contained in Ex. A5 within a period of 3 months. If the opposite party has already complied with any of the defects it is open to him to establish the same in the execution proceedings. So also the complainant can also point out the defects if any existing even after the specified period of 3 months allowed by this order before the Executing Court and seek for compliance or take action for violation thereof in accordance with the provisions of the C.P. Act. It is made clear the defects pointed out in the complaint but which are not referred to either in the notice Ex. A6 or memorandum of understanding Ex. A5 need not be complied with by the opposite party. This complaint is allowed to the extent indicated above with costs of Rs. 10,000/-.

Complaint allowed with costs.

