**BEFORE THE HON’BLE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION AT THANE**

**IN RE: COMPLAINT No.\_\_\_\_\_\_\_\_ of 20\_\_\_\_.**

**IN THE MATTER OF:**

Mrs. Mohradevi Beesen Singh

Age: 46, Gender: Female

Flat no.3276, Sanjay Gandhi Nagar, Vishwakarma Chawl, Opp. Hindustan Time Press,

Digha Belapur Road, Navi Mumbai 400 708

Email: [complainant's email], Mobile number: [complainant's mobile number]

COMPLAINANT

Vs.

M/s. Shree Mahavir Patwa Developers & Constructions Pvt.Ltd.

Gut No.172,173,174,175,176, Village Paygaon, Kharbao, Near Toll Naka, Kaman Road,

Vasai, Bhiwandi, Thane 421 302

OPPOSITE PARTY

COMPLAINT UNDER SECTION 35 of CONSUMER PROTECTION ACT, 2019

RESPECTFULLY SHOWETH:

INTRODUCTION:

The complainant, Mrs. Mohradevi Beesen Singh, is a resident of Navi Mumbai, Maharashtra, engaged in [occupation]. The opposite party, M/s. Shree Mahavir Patwa Developers & Constructions Pvt.Ltd., operates in real estate development, with its office located in Thane, Maharashtra.

The opposite party had advertised luxurious flats in "Mahavir Srushti" project, promising timely possession and quality construction, which attracted the complainant to book a flat in this project.

TRANSACTION:

The complainant, enthralled by the advertising and promises of the "Mahavir Srushti" project undertaken by M/s. Shree Mahavir Patwa Developers & Constructions Pvt.Ltd., initiated the booking for Flat No. 105, which measured 835 square feet. The agreement stipulated a total consideration of Rs. 16,90,875/- for the property. In line with the payment schedule agreed upon, the complainant honoured her financial commitments as follows:

An initial booking amount of Rs. 1,00,000/- was paid on 5th March 2018 by cheque to secure the said flat under the condition of the promises made by the opposite party.

Subsequent to the initial payment, an amount of Rs. 2,10,093/- was transferred to the opposite party's designated bank account on 12th July 2018 as a further instalment towards the flat's total consideration.

The last instalment paid by the complainant, amounting to Rs. 3,00,000/-, was made on 15th November 2018 through bank transfer, bringing the total amount paid by the complainant to Rs. 6,10,093/-.

Receipts acknowledging each of these payments were provided by the opposite party, and copies of the same are attached to this complaint as Annexure A. Despite fulfilling her financial obligations in the hope of timely possession as detailed in the agreement, the complainant has been left without possession of the flat or any refund of the monies paid. The continuous delay beyond the promised possession date of December 2019 and the lack of satisfactory communication from the opposite party have precipitated this complaint.

NATURE OF COMPLAINT:

The complainant has suffered from the unfair trade practice and breach of contract by the opposite party, marked by a failure to deliver possession of the flat within the agreed timeframe, with no refund provided for the payments made. This constitutes:

Deficiency in service.

Unfair trade practice by failing to abide by the agreed terms.

Cheating by making false promises regarding the project's completion and possession.

RECTIFICATION:

The complainant earnestly attempted to rectify the situation with the opposite party through multiple communications. These efforts included:

* Direct Requests: The complainant made several requests for either possession of the flat or a full refund through both written and verbal communications starting in January 2020.
* Legal Notice: Furthermore, a legal notice was issued to the opposite party on 15th October 2020, formally demanding a full refund of Rs. 6,10,093/-, along with interest and compensation for the inconvenience caused, attached hereto as Annexure B.

Despite these attempts, the opposite party has failed to provide a satisfactory resolution. The opposite party needs to respond satisfactorily or take corrective action.

CAUSE OF ACTION:

Arose when the opposite party failed to provide possession by December 2019 and continued when the opposite party did not refund the amount paid by the complainant.

EVIDENCES:

Copy of advertisement and project brochure.

Copies of payment receipts.

Copy of legal notice sent.

Correspondence with the opposite party.

TERRITORIAL JURISDICTION:

The cause of action arose, and the respondent resides within the jurisdiction of this Hon'ble Commission. Hence, this Hon'ble Commission has jurisdiction to try and entertain this complaint.

PECUNIARY JURISDICTION:

As the amount of consideration is below Rs 50 lakhs, this Hon'ble Commission has jurisdiction to entertain this complaint.

COURT FEE:  
The requisite court fee has been calculated and affixed as per the Schedule of the Consumer Protection (Consumer Dispute Redressal Commission) Rules, 2020.

PRAYER:

The complainant prays for an order directing the opposite party to:

i) Refund the amount of Rs. 6,10,093/- with interest at the rate of 18% per annum from the due date of possession till the date of refund.

ii) Pay compensation of Rs. \_\_\_\_\_\_ for mental agony and distress caused due to the delay.

iii) Pay litigation costs of Rs. \_\_\_\_\_\_\_.

iv) Any other relief that the Hon’ble Commission may deem fit in the circumstances of the case.

PLACE: Navi Mumbai

DATED: [Insert Date]

(Signature of Mrs. Mohradevi Beesen Singh)

(NAME OF THE COMPLAINANT)

VERIFICATION

I, Mrs. Mohradevi Beesen Singh, resident of Flat no.3276, Sanjay Gandhi Nagar, Vishwakarma Chawl, Opp. Hindustan Time Press, Digha Belapur Road, Navi Mumbai 400 708, hereby declare that the information furnished above is true and correct to the best of my knowledge and belief. No part of it is false, and nothing material has been concealed therein.

Name & Signature of the Complainant