BEFORE THE HON’BLE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, THANE

IN RE: COMPLAINT No..................of 20.....

IN THE MATTER OF:

Dinkar Govindrao Kulthe  
Age - 44, Male

(H-1 Building no.5, Room no.60, Hillside, I.I.T.Powai, Mumbai 400 076, Email: [provide email if any], Mobile: [provide mobile number if any])

................ COMPLAINANT

Vs.

Shree Ganesh Homes Builders & Developers, through its proprietor, Mr. Sunil Tejusingh Rathod,

(Krishna Complex Tower, Room no.102, Gaondevi Road, Tisgaon, Kalyan (E), District Thane, Email: [provide email if any], Mobile: [provide mobile number if any])

............. OPPOSITE PARTY

COMPLAINT UNDER SECTION 35 of CONSUMER PROTECTION ACT, 2019

RESPECTFULLY SHOWETH:

INTRODUCTION:

1. The complainant, Mr Dinkar Govindrao Kulthe, a resident of Mumbai at age 44, is involved in a distressing matter concerning the failure of the opposite party, Shree Ganesh Homes Builders & Developers, to fulfil their obligations. This dispute pertains to the purchase of a 2 BHK flat in Phase I, Chawl no.B-2 at Vasar Village, Taluka Ambernath, District Thane, which has not been delivered despite payment and lacks even a registered agreement.
2. The opposite party, Shree Ganesh Homes Builders & Developers, represented by its proprietor, Mr. Sunil Tejusingh Rathod, is located at Krishna Complex Tower, Room no.102, Gaondevi Road, Tisgaon, Kalyan (E), District Thane. The matter involves the non-execution of a registered agreement and non-possession of the aforementioned property.

TRANSACTION:

1. The transaction involved the purchase of a 2 BHK flat of 500 sq.ft., for a total consideration of Rs. 6,61,000. The complainant has paid Rs. 6,01,000 in multiple instalments towards this property. Despite the significant amount paid, the complainant has neither been granted possession of the flat nor has a registered agreement has been executed as of date. The details of transactions, including the dates of payments and amounts, along with photocopies of the payment receipts, are attached herewith as Annexures.

NATURE OF COMPLAINT:

1. The grievance falls under several categories of consumer rights violation, including:

Failure to execute the registered agreement for the sale of the flat within stipulated timelines.

Non-delivery of possession of the flat for which a substantial payment has been made.

Causing mental agony and financial loss to the complainant due to the aforementioned reasons.

RECTIFICATION ATTEMPTS:

1. The complainant has made multiple attempts to amicably resolve the matter with the opposite party through personal dialogues and written communication but to no avail. These unfruitful attempts highlight the need for this formal complaint.

OTHER PROVISIONS:

1. It is evident that the opposite party's actions violate the provisions of the Consumer Protection Act, 2019, concerning unfair trade practices and deficiency in service.

EVIDENCES:

1. The complainant wishes to submit the following evidence in support of the claim:

Copies of payment receipts totalling Rs. 6,01,000 made towards the purchase of the said property.

Documented communication and notices sent to the opposite party seeking resolution.

TERRITORIAL JURISDICTION:

1. The complainant and respondent reside within the jurisdiction of this Hon'ble Commission. Hence, this Hon'ble Commission has jurisdiction to try and entertain this complaint.

PECUNIARY JURISDICTION:

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

LIMITATION:

1. The complaint is filed within the statutory period specified under section 69 of the Consumer Protection Act, 2019.

COURT FEE:

1. The prescribed court fee as per Rule 7 of Consumer Protection (Consumer Dispute Redressal Commission) Rules, 2020, has been duly affixed.

PRAYER:

1. The complainant prays that:

i) An order be issued for the delivery of possession of the flat as per agreement or, alternatively, a refund of Rs. 6,01,000 with interest.

ii) Compensation for mental agony and incurred legal costs.

iii) Any other relief that the Hon’ble Commission deems fit and proper in the circumstances of the case.

PLACE:

DATED:

SIGNATURE OF THE COMPLAINANT

VERIFICATION:

I, Dinkar Govindrao Kulthe, the complainant, hereby declare that the facts stated above are true and correct to the best of my knowledge and belief.

[Signature]

Dinkar Govindrao Kulthe

Arrangement of the complaint papers:

(As outlined in the original instruction provided, ensure all documents are in order and properly paginated.)