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

COMPLAINT NO. \_\_

IN THE MATTER OF:

Mr. Santosh Shridhar Kadam,

Aged about 45 years, Male,

Residing at Flat No. 104, Plot No. B-37, Sector-23,

SeaWoods Dharave, Nerul (East),

Navi Mumbai - 400706 ....COMPLAINANT

Versus

M/s. KARRM Infrastructure Pvt. Ltd.

Through its Directors

Mr. Sanjiv Naresh Sawant

Mr. Ganesh Mahadev Murkar

Mr. Ramakant Subhash Jadhav

Mr. Rupesh Murlidhar Gandhi

Office Address: Malhar Apartment, 1st Floor,

Above Reliance Fresh, Near Malhar Cinema,

Naupada, Thane (W) 400602

.... OPPOSITE PARTIES

COMPLAINT UNDER SECTION 35 OF THE CONSUMER PROTECTION ACT, 2019

RESPECTFULLY SHOWETH:

1. That the Complainant is a resident of Navi Mumbai and is an entrepreneur by profession.
2. That the Opposite Party No. 1 is a private limited company engaged in real estate development and Opposite Parties No. 2 to 5 are its Directors. The Opposite Parties are having their registered office at Thane as mentioned above.
3. That the Complainant booked a residential flat being Flat No. 201 admeasuring 479 sqft on the 2nd floor in Building No. 109, known as ‘Pawan, B wing’, Sector-4, Karrm Residency, Shahpur developed by Opposite Party company vide Allotment Letter dated 13/06/2020.
4. That the total consideration amount for the flat was Rs. 8,98,750/- as per the Agreement for Sale executed between the parties on 13/06/2020. The Complainant has paid a total amount of Rs. 10,03,582/- to the Opposite Parties including VAT, registration charges and stamp duty.
5. That as per the allotment letter, the possession of the flat was to be handed over by December 2020. However, despite receiving the full payment, the Opposite Parties have failed and neglected to handover possession of the flat until date.
6. That the Complainant has followed up repeatedly with the Opposite Parties through personal visits, written communications and conversations over phone, requesting handing over of possession. However, the Opposite Parties have been evasive and made false assurances every time.
7. That the failure of the Opposite Parties to provide possession of the flat despite receiving the full payment amounts to deficiency in service and unfair trade practice.
8. That due to the negligent conduct and omissions of the Opposite Parties, the Complainant has suffered losses quantified at Rs. 1,00,000/- on account of the mental agony and harassment faced by him. The Complainant has also incurred litigation costs in the process.
9. That the Complainant caused a legal notice dated 24/02/2021 to be issued to the Opposite Parties calling upon them to handover possession of the flat within 30 days, however there has been no response from the Opposite Parties.
10. That the Complainant has not filed any other litigation in any other forum regarding the matter of this complaint.

EVIDENCES

1. The Complainant shall rely on the following documents and witnesses to substantiate his case:

Copy of Allotment Letter dated 13/06/2020 showing details of the flat booked - Marked as Exhibit A

Copy of Agreement for Sale executed on 13/06/2020 showing the consideration amount - Marked as Exhibit B

Receipts evidencing payment of Rs. 10,03,582/- towards the flat - Marked as Exhibits C1 to C10

Legal Notice dated 24/02/2021 calling upon Opposite Parties to handover possession - Marked as Exhibit D

Affidavit of the Complainant - Marked as Exhibit E

Mr. Rajesh Kumar, resident of Navi Mumbai, who has accompanied the Complainant for site   
visits and follow-ups  
  
TERRITORIAL JURISDICTION:

1. The Complainant is a resident of Navi Mumbai where the cause of action arose. The flat in question is situated at Shahpur, Thane. 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 present consumer complaint is being filed within two years from the date of cause of action and is thus within the period of limitation prescribed under Section 69 of the Consumer Protection Act, 2019.

COURT FEES:

1. The prescribed court fee of Rs. \_\_\_\_ is being affixed on the complaint as per the Consumer Protection (Consumer Disputes Redressal Commission) Rules, 2020.

LIST OF ENCLOSURES:

Vakalatnama

Affidavit

Copies of documents relied upon and referred to in the body of the Plaint as Exhibit A to Exhibit E

List of Witnesses

Demand Draft towards court fees

PLACE: Mumbai

DATE:

PRAYER:

1. In light of the facts, circumstances and material evidence on record as stated above, the Complainant respectfully prays that this Hon'ble Commission may graciously be pleased to:

a) Direct the Opposite Parties to jointly and severally handover possession of the aforesaid Flat No. \_ booked by the Complainant within such time as deemed reasonable by this Hon'ble Commission;

b) Direct the Opposite Parties to jointly and severally pay a sum of Rs. 1,00,000/- to the Complainant as compensation for the mental agony, harassment and sufferings caused;

c) Direct the Opposite Parties to jointly and severally pay a sum of Rs. 15,000/- to the Complainant as costs of litigation;

d) Pass any other order as this Hon'ble Commission may deem fit and appropriate in the facts and circumstances of the case.

PLACE:

DATE: \_\_ (Signature of the Complainant)

VERIFICATION:

I, Mr. Santosh Shridhar Kadam, hereby solemnly verify that the contents of the above complaint are true and correct to the best of my knowledge and belief and nothing material has been concealed therefrom.

Verified at Navi Mumbai on \_\_