BEFORE THE HON’BLE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION AT Thane

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

IN THE MATTER OF:

Mrs Leena William Koli (Age, Gender, Email, mobile number), and Mr. William Philip Koli (Age, Gender, Email, mobile number)

COMPLAINANTS

Vs.

M/s. Rashmi Realty Builders Pvt. Ltd., Mr. Yogesh Pranjivan Bosmiya, and Mr. Deepak Pranjivan Bosmiya, B/215, Shanti Shopping Centre, Opp. Railway Station, Mira Road (East), District Thane.

OPPOSITE PARTY

COMPLAINT UNDER SECTION 35 of the CONSUMER PROTECTION ACT, 2019

RESPECTFULLY SHOWETH:

INTRODUCTION:

1. The complainants, Mrs Leena William Koli and Mr. William Philip Koli, are residents of 2/11, Koli Samaj CHS, Sewri, Mumbai 400 015. The complainants engaged in a transaction with Rashmi Realty Builders Pvt. Ltd., hereafter referred to as the opposite party, represented by its directors Mr. Yogesh Pranjivan Bosmiya and Mr Deepak Pranjivan Bosmiya, for the purchase of a residential property.
2. The opposite party, Rashmi Realty Builders Pvt. Ltd., is a recognised construction company involved in the development of residential properties and commercial complexes with its office located at B/215, Shanti Shopping Centre, Opp. Railway Station, Mira Road (East), District Thane.

TRANSACTION:

1. The complainants and the opposite party entered into a Memorandum of Understanding (MOU) for the booking of a 2-room kitchen flat. According to the terms of the said MOU, the consideration amount for the flat was stipulated to be Rs. 12,50,000/-, yet a verbal agreement was made to finalise the deal at Rs. 15,00,000/-. On reliance of the opposite party's commitment to deliver the possession of the said property, the complainants made payment of a booking amount of Rs. 2,50,000/- in cash, followed by another Rs. 2,50,000/- at the time of executing the MOU. Furthermore, the complainants adhered to the payment schedule by paying 50 monthly instalments of Rs. 10,000/- each, amounting to Rs. 7,50,000/-, making the total payment to the opposite party Rs. 10,00,000/-.
2. Despite the full payment and adherence to the agreed payment schedule by the complainants, the opposite party failed to complete the construction and deliver possession of the flat, thereby breaching the agreed terms and conditions of the MOU.

NATURE OF COMPLAINT:

1. The grievance of the complainants arises due to multiple factors including:

* Deficiency in Service: The opposite party has failed to complete the construction and deliver possession of the flat within the agreed timeline, causing significant inconvenience and financial loss to the complainants.
* Unfair Trade Practice: By accepting payment for the flat and subsequently failing to complete construction and hand over possession, the opposite party has engaged in unfair trade practices.
* Financial Loss and Mental Anguish: The delay in construction and lack of timely communication from the opposite party has resulted in financial loss in terms of interest on the invested amount and substantial mental distress to the complainants.

RECTIFICATION:

1. The complainants have made several attempts to contact the opposite party seeking resolution of the issue. This includes personal visits to their office, telephonic conversations, and written communication requesting updates on construction progress and expected possession date. Despite these attempts, the responses from the opposite party have been unsatisfactory, evasive, and mostly unresponsive. The complainants have also sent a formal legal notice to the opposite party, outlining the grievances and seeking a refund of the total amount paid along with interest, compensation for mental agony, and litigation costs. However, the opposite party has failed to respond constructively to the legal notice, thereby compelling the complainants to approach this Hon’ble Commission for redressal.

CAUSE OF ACTION:

1. The cause of action arose when the opposite party failed to fulfil their contractual obligations by not completing the construction and handing over possession of the flat, despite receiving the full consideration amount. The inaction and unresponsiveness of the opposite party have left the complainants with no other recourse but to seek legal intervention for justice.

EVIDENCES:

1. The complainants wish to rely upon the following documents and evidence to substantiate their case:

* Copy of the Memorandum of Understanding (MOU) and receipts of payments made.
* Copies of written communication with the opposite party, including emails and legal notice, were served.
* Statements of accounts showing the financial transactions made to the opposite party.

TERRITORIAL JURISDICTION

1. The respondent resides, and cause of action arose 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 present complaint is filed within the limitation period prescribed under the Consumer Protection Act, 2019.

COURT FEE:

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

PRAYER:

1. The complainants respectfully pray for the following reliefs:

Direction to the opposite party to refund the amount of Rs. 10,00,000/- with an interest rate of 12% per annum from the date of last payment till the date of refund.

Compensation of Rs. 2,00,000/- for mental harassment and agony suffered by the complainants.

Litigation costs of Rs. 20,000/-.

Any other relief that this Hon’ble Commission may deem fit and proper in the interest of justice.

PLACE: Mumbai

DATED:

SIGNATURE:

Mrs. Leena William Koli

Mr. William Philip Koli

VERIFICATION:

I, Mrs. Leena William Koli, and I, Mr. William Philip Koli, do hereby declare and verify under the solemn affirmation at Mumbai on this (Date), that the contents of this complaint are true to my personal knowledge, no part of it is false, and nothing material has been concealed therein.

(Signatures of Complainants)