**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION**

**AT AHMEDABAD CITY**

**CONSUMER COMPLAINT NO. \_\_\_\_\_\_of 2023**

**IN THE MATTER OF:**

Keshavdev Sharma,

age- 46 years,

Occupation: Doctor

T-28, Bhulabhai Park, Part – II, Nr. Home Town – 4, Tragad Road,

Chandkheda, Ahmedabad – 382470.

...Complainant

Versus

1. Siddhidhata Nirman Pvt. Ltd.

(Siddhidhata Aditi – II)

B/h Satyamev Hospital.

Chandkheda, Tragad Road,

New Chandkheda, Ahmedabad.

1. Siddhidhata Nirman Pvt. Ltd.

Through its Authorized Person,

Narendrabhai D. Gohil,

B/1/16, Paragi Appartment,

Vasna, Ahmedabad – 380061.

1. Siddhidhata Nirman Pvt. Ltd.

401, Shivalik – 9,

Nr. Atlanta Tower, Off. C. G. Road,

Gulbai Tekra, Ahmedabad-6. Opponents ...Opposite Parties

COMPLAINT UNDER SECTION 35 of CONSUMER PROTECTION ACT

MOST RESPECTFULLY SHOWETH:

1. The address of the Complainant for the purpose of service of summons, notice, etc is as shown in the cause title above and that of his counsel
2. The address of the Opponents for the very purpose is the same as shown in the cause title above.
3. Herein the above-named Complainant most respectfully submits as under,
4. That the Complainant is a doctor residing at the address mentioned above and the Opposite Parties' addresses are correctly shown above within the jurisdiction of this Hon'ble Commission. The complainant is a consumer of the services of the opposite party as the said shop was booked by him for his medical clinic, and he has a legitimate expectation to receive possession of the property along with the construction within the promised time of 1-2 years..
5. That the Complainant had purchased the ground floor shop no. 5 of the opponent's project residential admeasuring 452 sq ft situated at B/h Satyamev Hospital. Chandkheda, Tragad Road, New Chandkheda, Ahmedabad registered a sale deed dated 13.03.2013 in his name.
6. That the opponents have promised to construct the said property in 1-2 years in the agreement with the complainant dating 01.01.2013 and deliver the possession to the complainant.
7. Unfortunately, the opponents failed to deliver the said property to the complainant within the promised time frame of 1-2 years.
8. That the Complainant approached the Opposite Party no. 3 when the property was not delivered to him within the promised time frame. The Complainant was assured that the property would be delivered to him within another 1-2 years.
9. That upon frequent inquiries by the complainant, the opponents stopped responding to the complainant.
10. That the said property, now in 2019, is as underdeveloped as it was in 2012 and there is no progress in any construction on the site.
11. That the complainant sent a legal notice to the opponents requesting them to look into the matter and process the refund of the payment made for the property with interest but received no response from the opponents.
12. That the actions of the opponents show a clear deficiency in service due to which the Complainant has suffered immense mental agony, inconvenience, and financial loss.
13. Left with no other recourse, I have approached this Commission seeking justice.

**CAUSE OF ACTION**: The cause of action arose on 01.01.2015 after the expiry of the promised time, 2 years from the date of the agreement which was on 01.01.2013. Thereafter, it continued till 2019 as the builders received the entire payment amount from the complainant for the construction of the property however, to date, they have not received permission for the construction of the same. Hence, filing a complaint in 2019 is within the 2-year limitation period.

**JURISDICTION**: The amount of consideration paid by the complainant for the said property is 18 lakhs which is less than Rs. 50 lakhs and the complainant resides within the territorial limits of this Hon’ble Commission. Hence this Hon’ble Commission has jurisdiction to try and entertain this complaint.

**COURT FEE:** That the Complainant is complying with the Court Fees Mandated under Rule 7 of the Consumer Protection (Consumer Dispute Redressal Commission) Rules, 2020.

**EVIDENCES**:

Ex.A-1: Copy of the agreement between the complainant and the opponent, dt.01.01.2013.

Ex.A-2: Photocopy of Allotment letter of the Shop no. 5, dt.02-12-2012.

Ex.A-3: Photocopy of sale deed, dt.13-01-2013.

Ex.A-4: Office copy of Registered Title Deed, dt. 13-01-2013.

Ex.A-5: Photocopy of encumbrance certificate by OP-1, dt.13-01-2013.

Ex.A-6: Photocopy of Notice issued by Complainant, dt.13.03.2019.

Ex.A-7: Photocopy of the receipt of payment, dt.13.01.2013.

**PRAYER**:

In the circumstances stated above, the Complainant prays that the Hon'ble Commission may be pleased to:

a) Direct the Opposite Parties to process the refund of the consideration amount paid to the opponent for the said property.

b) Award compensation for mental agony and financial loss suffered by the Complainant as the court deems fit.

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

Place: Ahmedabad City (Signature)

Date: Complainant

Verification

Herein I, Keshavdev Sharma, do hereby state on the solemn affirmation that the contents of the above paragraphs are read over and explained to me in my vernacular, and the same are found to be true and correct to the best of my knowledge, belief, and information.

AHMEDABAD CITY Complainant

/0 /2024

DRAFTED AND PRESENTED BY

ADV. XYZ