**BEFORE THE HON'BLE DISTRICT CONSUMER DISPUTES REDRESSAL**

**COMMISSION AT NEW DELHI**

ORIGINAL COMPLAINT NO. \_\_\_\_\_\_/2023

(Filing Date: \_\_.\_\_.2023)

IN THE MATTER OF:

Omkar Chadha

S/o Rajinder Krishan

Aged about 40 years

Occupation: Business

R/o 1-39, Jangpura Extension,

New Delhi-110014

Phone: +91-9560105656

Email: omkar.chadha@gmail.com

...COMPLAINANT

Versus

Ansal Housing Limited

(Formerly known as Ansal Housing & Constructions Ltd.)

A company registered under Companies Act

Having its registered office at:

606, 6th Floor, Indra Prakash 21,

Barakhamba Road, New Delhi-110001

Also at:

Ansal Plaza Mall, 2nd Floor, Sector-1,

Vaishali, Ghaziabad - 201010

Phone: +91-0120-3854000, +91-11-23317466

Email: sect@ansals.com, ahcl@ansals.com

...OPPOSITE PARTY

COMPLAINT UNDER SECTION 35 OF THE CONSUMER PROTECTION ACT, 2019

MOST RESPECTFULLY SHOWETH:

I. The address of the Complainant for service of summons, notices etc. is as given in the cause title. The address of his counsel is: [Counsel's address]

II. The address of the Opposite Party for the same purpose is as given in the cause title.

III. The Complainant most respectfully states as under:

1. The Complainant is a permanent resident of Delhi and is engaged in business.

2. The Opposite Party (OP) is a leading real estate company having its registered office and business establishments in Delhi and Ghaziabad as mentioned above.

3. On 20.01.2012, the Complainant booked a residential unit/flat ("the said unit") in one of the projects being developed by the OP in Delhi/NCR region after being induced and assured by the representatives/agents of the OP regarding timely delivery of possession of the unit.

4. At the time of booking on 20.01.2012, the Complainant paid a booking amount of Rs.5,43,996/- (Rupees Five Lakh Forty Three Thousand Nine Hundred Ninety Six Only) to the OP.

5. Subsequently, a Flat Buyer's Agreement ("the said agreement") was executed between the parties on 02.04.2012 for purchase of the said unit from the OP's project.

6. As per Clause 30 of the said agreement, the OP was contractually obligated to deliver possession of the said unit to the Complainant within 36 months from the date of execution of agreement, i.e. by 02.04.2015. The said Clause 30 also provided for a grace period of 6 months over and above the 36 months period in offering possession.

7. The OP never disclosed to the Complainant the date when they had received the required sanctions/approvals for commencing construction, despite the Complainant's enquiries and the OP's representatives having represented that all required sanctions were already in place at the time of booking.

8. Believing in the assurances and representations of the OP, the Complainant continued making timely payments towards the sale consideration for the said unit. Till date, the Complainant has paid a total sum of Rs.64,59,474/- (Rupees Sixty Four Lakh Fifty Nine Thousand Four Hundred Seventy Four Only) to the OP which amounts to approximately 98% of the total sale consideration of Rs.65,41,210/- (Rupees Sixty Five Lakh Forty One Thousand Two Hundred Ten Only).

9. However, despite the lapse of more than 10 years since the execution of the said agreement on 02.04.2012 and the Complainant having paid 98% of the total sale price, the OP has failed to offer possession of the said unit till date. The development of the project where the said unit is located has been moving at an extremely slow pace with repeated delays.

10. The Complainant made numerous requests, reminders and representations to the OP over email, telephone and in person seeking an update on the status of the project and possession of the said unit, but the OP failed to provide any justifiable reasons for the inordinate delay in delivery of possession and kept giving vague assurances without any firm timelines.

11. The OP has been grossly deficient in providing the promised services of timely delivery of possession of the said unit and has willfully adopted unfair trade practices through false assurances and misrepresentations at the time of booking and while collecting almost the entire sale consideration amount from the Complainant over the years.

12. The acts of omission and commission by the OP have caused tremendous mental harassment, agony and financial loss to the Complainant who had made investment plans basis the assurances given by the OP on timely delivery of possession.

13. Despite repeated opportunities and requests, the OP has failed to either deliver possession of the said unit or refund the paid amount to the Complainant along with adequate compensation, thereby leaving no other option but to approach this Hon'ble Commission for redressal of his grievances.

14. The Complainant states that he has not contributed to the deficient services and unfair trade practices of the OP in any manner whatsoever.

15. The Complainant has not previously filed any other complaint on the same cause of action against the OP before any Commission/Court/Forum.

CAUSE OF ACTION:

The cause of action has arisen in favor of the Complainant due to the following events:

a) On 20.01.2012 when the Complainant booked the said unit after being misled by false assurances given by the OP's representatives regarding timely completion and delivery of possession.

b) On 02.04.2012 when the Flat Buyer's Agreement was executed between the parties, providing a timeline for delivery of possession by 02.04.2015 which the OP failed to adhere to.

c) On a continuous basis since April 2015 till date when the OP failed to handover possession despite repeated requests and reminders from the Complainant.

d) On an ongoing basis when the OP failed to provide any justification or timeline for the inordinate delay in delivery of possession despite receiving 98% of the total sale consideration.

The deficiency in service, unfair trade practices and negligence are continuing till date from the OP, hence the cause for the present complaint.

TERRITORIAL JURISDICTION:

This Hon'ble Commission has the necessary territorial jurisdiction to entertain the present complaint as the cause of action has arisen within its jurisdictional limits where the Complainant is a permanent resident and the transactions took place.

PECUNIARY JURISDICTION:

The value of the present complaint does not exceed Rs.50 Lakhs based on the compensation and refund amounts claimed, which is within the prescribed pecuniary jurisdiction limits of this Hon'ble Commission.

LIMITATION:

The present complaint is being filed well within the applicable period of limitation as the cause is continuing till date.

COURT FEES:

Requisite court fees as per statutory rules have been paid.

EVIDENCE:

The Complainant shall rely upon the following documentary evidence in support of his case:

1. Booking Receipt dated 20.01.2012 - Ex.C1

2. Flat Buyer's Agreement dated 02.04.2012 - Ex.C2

3. Payment receipts evidencing total payment of Rs.64,59,474/- - Ex.C3 (Collectively)

4. Email/Letter correspondence with the OP - Ex.C4

5. Any other documentary or electronic evidence as permitted

GROUNDS AND AVERMENTS:

The allegations and averments made in the preceding paras are reiterated and are not repeated here for the sake of brevity. The Complainant craves leave to add or amend any grounds or averments if so required at a later stage.

PRAYER:

In light of the above facts and circumstances, it is most respectfully prayed that this Hon'ble Commission be pleased to:

a) Direct the Opposite Party to refund the entire amount of Rs.64,59,474/- (Rupees Sixty Four Lakh Fifty Nine Thousand Four Hundred Seventy Four Only) paid by the Complainant along with interest @18% per annum from the respective dates of deposits till realization;

b) Direct the Opposite Party to pay compensation of Rs.7,00,000/- (Rupees Seven Lakh Only) to the Complainant for mental harassment, agony and financial losses suffered;

c) Direct the Opposite Party to pay costs of Rs.5,00,000/- (Rupees Five Lakh Only) to the Complainant towards litigation expenses;

d) Grant any other relief(s) as deemed fit and proper in the interest of justice.

VERIFICATION:

Verified at New Delhi on this \_\_\_ day of \_\_\_2023 that the contents of the present complaint are true and correct to the best of my knowledge and nothing material has been concealed therefrom.

(OMKAR CHADHA)

COMPLAINANT

COUNSEL FOR COMPLAINANT

ANNEXURES: As per list.