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

**COMMISSION AT NEW DELHI**

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

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

IN THE MATTER OF:

Tilak Ram

S/o Shri Ram Niwas

Occupation:

Aged about 55 years

R/o 378, Karkardooma Village,

Delhi - 110092

...COMPLAINANT

Versus

Ansal Landmark Township Pvt. Ltd.

A company registered under Companies Act

Having its registered office at:

210, Ansal Plaza,

16, Kasturba Gandhi Marg,

New Delhi - 110001

Also at:

11th Floor, Narain Manzil,

23, Barakhamba Road,

New Delhi - 110001

...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 above.

II. The addresses of the Opposite Party for the same purpose are as given in the cause title.

III. The Complainant most respectfully states as under:

1. The Complainant is a permanent resident of Delhi and works as government servant at the revenue department.

2. The Opposite Party (OP) is a leading real estate company having presence in Delhi-NCR region and is engaged in the business of developing residential and commercial projects.

3. In January 2011, the Complainant came across an advertisement issued by the OP regarding launch of its residential project named "Aquapolis - EWS/LIG" comprising 2 BHK flats located in International Township, Dundahera, Ghaziabad, Uttar Pradesh.

4. Being desirous of owning a residential flat, the Complainant approached the OP and booked a 2 BHK flat admeasuring 440 sq.ft. bearing No. LIG/HFF/03 in the said Aquapolis project vide booking on 15.01.2011. The Complainant paid a booking amount of Rs.37,400/- for which the OP issued a receipt.

5. The total sale consideration fixed by the OP for the said flat was Rs.7,48,000/-.

6. Vide letter dated 04.03.2011, the OP allotted the said unit LIG/HFF/03 to the Complainant and raised a further demand of Rs.1,54,415.24 which was duly paid by the Complainant on 31.03.2011.

7. A Flat Buyer's Agreement dated 03.05.2012 was executed between the Complainant and the OP for purchase of the said unit.

8. Apart from the basic sale price, the OP also collected amounts from the Complainant towards service tax, interest and other statutory charges against the purchase of the said unit.

9. The Complainant made timely payments to the OP as per demands raised from time to time and paid a total sum of Rs.6,23,525.19 which is more than 83% of the total sale consideration of Rs.7,48,000/-.

10. Despite receiving over 83% of the total sale price, the OP failed to deliver possession of the said unit to the Complainant within the stipulated timeline mentioned in the Agreement.

11. Upon making enquiries, the Complainant learnt that the OP has not even started construction of the particular block/tower where the Complainant's booked unit was located.

12. The acts of omission and commission by the OP in failing to construct and deliver possession of the booked unit despite collecting over 83% of the sale price clearly amounts to deficiency in providing the promised services to the Complainant.

13. The deliberate delays, lack of transparency and false assurances by the OP constitute unfair trade practices under the Consumer Protection Act.

14. The Complainant has been facing tremendous mental harassment, agony and financial loss due to the inordinate delays caused by the negligence of the OP in developing the said project and honoring its contractual commitments made to the Complainant.

15. Despite repeated requests and reminders, the OP has refunded only a paltry sum of Rs.1,00,000/- in two installments in August 2018 and January 2019, while the remaining principal amount of Rs.6,23,525.19 paid by the Complainant is still lying with the OP.

16. On 23.09.2019, the Complainant issued a legal notice to the OP calling upon it to refund the balance principal amount of Rs.6,23,525.19 along with interest @18% per annum and also pay compensation of Rs.3,00,000/- for the harassment, losses and damages suffered. However, the OP failed to respond or comply with the Complainant's notice.

17. Having been left with no other option, the Complainant has approached this Hon'ble Commission seeking redressal against the OP's deficient services, unfair trade practices and non-compliance of its contractual obligations towards the Complainant.

18. The Complainant confirms that he has not contributed to the deficient conduct in any manner and is constrained to file the present complaint due to the willful negligence and unlawful actions of the OP.

19. The Complainant further confirms that no other case/complaint has been previously filed on the same cause of action.

CAUSE OF ACTION:

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

a) In January 2011 when the Complainant booked the residential unit after being induced by the advertisements and assurances given by the OP regarding timely completion of the project;

b) On 03.05.2012 when the Buyer's Agreement was executed providing a timeline for delivery of possession which the OP failed to adhere to;

c) On a continuous basis since then when the OP failed to deliver possession of the booked unit to the Complainant despite receiving over 83% of the sale price;

d) In August 2018 and January 2019 when the OP refunded only a paltry sum leaving the principal amount still outstanding;

e) On 23.09.2019 when the OP failed to respond to the Complainant's legal notice demanding refund and compensation;

f) On a continuing basis due to the willful negligence, deficient services and unfair trade practices of the OP in developing the said project.

TERRITORIAL JURISDICTION:

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

PECUNIARY JURISDICTION:

The value of the present complaint is within the prescribed pecuniary limits of this Hon'ble Commission.

LIMITATION:

The present complaint is being filed well within the limitation period as the cause is still continuing.

COURT FEES:

Requisite court fees have been paid.

EVIDENCE:

The Complainant shall rely upon the following documentary evidence:

1. Booking receipt dated 15.01.2011 - Ex.C1

2. Allotment letter dated 04.03.2011 - Ex.C2

3. Buyer's Agreement dated 03.05.2012 - Ex.C3

4. Payment receipts evidencing total payment of Rs.6,23,525.19 - Ex.C4 (collectively)

5. Refund details of Rs.1,00,000/- paid by OP - Ex.C5

6. Copy of legal notice dated 23.09.2019 - Ex.C6

7. Any other evidence as may be allowed

GROUNDS:

The averments and grounds raised hereinabove are reiterated and not repeated for sake of brevity. The Complainant craves leave to add further grounds at a later stage if so required.

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 remaining principal amount of Rs.6,23,525.19 to 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.3,00,000/- to the Complainant for mental harassment, agony, financial losses and damages suffered;

c) Direct the Opposite Party to pay costs of Rs.50,000/- towards litigation expenses;

d) Grant any other relief(s) as deemed fit and proper in the facts and circumstances of the case.

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 belief and nothing material has been concealed therefrom.

(TILAK RAM)

COMPLAINANT

COUNSEL FOR COMPLAINANT

ANNEXURES: As per list