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

**COMMISSION AT NEW DELHI**

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

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

**IN THE MATTER OF:**

Kanta Devi

D/o Late Sh. Ram Kishan

Aged about 65 years

Occupation: Housewife

R/o D1 170, Pocket 24, Sector 24

Rohini, Delhi-110085

Phone: +91-9650102142

Email: ssehrawat@csuchico.edu

...COMPLAINANT

Versus

TDI Infracorp Limited

A company registered under Companies Act, 1956

Having its registered office at:

11 Tolstoy Marg,

Connaught Place, New Delhi-110001

Phone: +91-011-43111111

Email: info@tdiinfracorp.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 her 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 senior citizen housewife residing in Delhi.

2. The Opposite Party (OP) is a leading real estate company engaged in developing and constructing housing societies in the Delhi/NCR region.

3. In 2013, the OP advertised its upcoming project "Waterside Floors in Lake Grove City", Sonipat, Haryana as one of India's unique projects. The OP's authorized representative approached the Complainant and her husband (a retired Air Force personnel) in the first week of April 2013 for booking a floor in the said project. Relying on the false assurances and misrepresentations by the representative, the Complainant booked a floor by signing the application form and paid Rs.5,50,000/- vide cheque no.528663 dated 13.04.2013 which was encashed by the OP on 01.05.2013.

4. The Complainant subsequently paid Rs.17,57,000/- by 20.09.2013. After a delay of 4 months, an allotment letter bearing ID KWF2-00030 for flat no. WF-139/FF on the First Floor with an area of 1400 sq.ft was issued to her, with no mention of the date of possession.

5. The Builder Buyer Agreement dated 02.01.2014 was heavily biased in favor of the OP with unfair payment terms and interest clauses. Despite being compelled to sign it, the agreement for the first time mentioned that the flat would be delivered within 4 years from 02.01.2014, contrary to the earlier assurance of 4 years from the booking date of 13.04.2013. The agreement allowed the OP to charge 18% interest on delayed payments but only provided Rs.5 per sq.ft per month compensation for delayed possession.

6. Despite the Complainant paying more than 95% of the total consideration amount of Rs.61,72,317/- i.e. Rs.57,87,403/-, there was no progress in construction of the tower causing immense mental agony.

7. Legal notices dated 18.07.2019 and 17.02.2020 were sent to the OP seeking refund, but it failed to respond.

8. The OP's acts of providing false assurances, entering into an unfair one-sided agreement, collecting almost the entire sale consideration amount and then failing to deliver possession of the booked flat amount to deficiency in service and adoption of unfair trade practices under the Consumer Protection Act, 2019.

9. Due to the OP's actions, the Complainant has suffered tremendous mental harassment, anguish and financial loss as her investment plans were based on the promised timelines given at the outset.

10. Despite repeated opportunities, the OP failed to take any steps to resolve the Complainant's grievances by either delivering possession or refunding the paid amount along with adequate compensation.

11. The Complainant states that she did not contribute to the deficiency in any manner and has a genuine grievance against the OP's actions.

12. No other complaint has been filed previously by the Complainant on the same cause of action.

CAUSE OF ACTION:

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

a) In April 2013, when the Complainant booked the flat after being misled by the false assurances given by the OP's representative regarding timely completion.

b) On 02.01.2014, when the one-sided Builder Buyer Agreement was executed providing a timeline of 4 years which the OP failed to meet.

c) On a continuous basis since January 2018 when the OP failed to handover possession despite taking over 95% of the consideration amount.

d) On an ongoing basis when the OP failed to justify the inordinate delay or refund the paid amount despite repeated requests from the Complainant.

The deficiency in service and unfair trade practices by the OP are a continuing cause of action.

TERRITORIAL JURISDICTION:

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

PECUNIARY JURISDICTION:

The value of the present complaint based on the compensation and refund amounts claimed is around Rs.\_\_ lakhs which is within the prescribed pecuniary limits of this Hon'ble Commission.

LIMITATION:

This complaint is being filed well within the applicable limitation period as the cause is continuing.

COURT FEES:

Requisite court fees have been paid.

EVIDENCE:

The Complainant shall rely upon the following documentary evidence:

1. Booking receipt dated 13.04.2013

2. Receipts evidencing total payment of Rs.57,87,403/-

3. Allotment letter dated \_\_\_

4. Builder Buyer Agreement dated 02.01.2014

5. Copies of legal notices dated 18.07.2019 and 17.02.2020

6. Any other documents/evidence as permitted

GROUNDS:

The grounds and averments made hereinabove are reiterated. The Complainant craves leave to add further grounds at a later stage if 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 entire amount of Rs.57,87,403/- paid by the Complainant along with interest @12% per annum from the respective dates of deposits till realization;

b) Direct the Opposite Party to pay compensation of Rs.5,00,000/- to the Complainant for mental harassment, agony and financial losses suffered;

c) Direct the Opposite Party to pay costs of Rs.2,00,000/- towards litigation expenses;

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

VERIFICATION:

Verified at 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.

(KANTA DEVI)

COMPLAINANT

COUNSEL FOR COMPLAINANT

ANNEXURES: As per list.