BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, NORTH GOA AT PORVORIM

Complaint No: /20\_\_\_\_

Mrs. Swati Santosh Joshi

Aged about 43 years

W/o S. Joshi

Occupation: House Wife

R/o Flat No. BF-3, 1st Floor,

Perry’s Arcade, Near Sharda Classic,

Fatorda, Margao – Salcette Goa- 403602 …..Complainants

V/s

M/s Aditya Builders and Developers

Having its Office at Sincro Towers

B-2, 2nd Floor, Behind Margao Municipality,

Margao Salcette – Goa- 403601 ….Opposite Parties

**COMPLAINT UNDER SECTION 35 OF THE CONSUMER PROTECTION ACT, 2019**

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,
   1. That the complainant residing at the above mentioned address and the opposite party builder and land owners engaged in the business of building and selling flats to the general public.
   2. That the complainant was induced by the fraudulent misrepresentation and false promises of the opposite parties to book a flat measuring 83.5 sqm in the project 'Perry's Arcade' being developed by the opposite parties. The complainants booked the flat vide agreement dated 10.04.2019 and paid the entire sale consideration of Rs. 7,34,800/- to the opposite parties.
   3. That it is submitted the opposite parties have indulged in unfair trade practice by not executing the sale deed in favour of the complainants even after receiving full payment and handing over possession of the flat in January 2020. The failure to execute the sale deed amounts to deficiency in service and unfair trade practice on part of the opposite parties.
   4. That despite several oral requests and reminders, the opposite parties ignored the complainants' lawful demands and refused to execute the sale deed with malicious intent to harass the complainants and unlawfully retain possession of the complainants' paid-for flat.
   5. That the complainants sent a legal notice dated 10.04.2020 calling upon the opposite parties to execute the sale deed which has been duly ignored by the opposite parties showing their callous attitude and malafide intentions.
   6. That the complainants have suffered immense mental agony, harassment and hardship due to the deliberate and culpable conduct of the opposite parties in not performing their legal obligations and duties causing economic loss and prejudice to the complainants.
   7. That the complainants have preferred this consumer complaint within the period of limitation. There is no deliberate delay or laches on the part of the complainants.
4. **Limitation:**

8. That the present complaint is being filed within a period of two years from the date of cause of action as prescribed under section 69 of the Act, 2019

1. **List of Evidence:**
2. The agreement dated 10.04.2019 between the Complainant and Opposite party for a sale consideration of Rs. 7,34,800/-
3. 9 Receipts of Installemnts paid towards the sale consideration.
4. Legal notice dated 10.04.2020 sent by the Complainant to the opposite party to execute the sale deed
5. **Cause of Action**;

9. The Cause of Action to file this complaint first arose in January 2020, when the Opposite party failed to allot house to the Complainant as promised and subsequently it continued till issuance of legal notice dated 10-04-2020 calling upon the Opposite party to allot the house as promised and to compensate the loss.

VI]   **Jurisdiction:**

11. The complainant resides within the jurisdiction of this Hon'ble Court, so also the opponent’s society is situated within the jurisdiction of this Hon'ble Court. Hence this Hon'ble Court has got jurisdiction to try and entertain this complaint. Furthermore, the consideration amount is less than Rs.50,000,00/-, hence this Hon'ble Court has got jurisdiction to try and entertain this complaint.

VII]  **Court Fees:**

12. In line with Rule 7 of Consumer Protection (Consumer Dispute Redressal Commission) Rules, 2020, no court fee has been paid as the value of the impugned product is less than Rs 5 lakhs, and stipulated three copies of the complaint have been submitted.

**VIII . Prayer**

It is therefore most humbly prayed that setting all the contentions of the Opponents if any an order may kindly be passed against the Opponents in the following terms,

1. Direct the opposite parties to specifically perform their legal obligations by executing the sale deed of the complainants' flat in accordance with law;
2. Award compensation of Rs. 5,00,000/- for harassment and mental agony suffered by the complainants;
3. Award costs of litigation to the complainants of Rs. 50,000/;
4. Grant such other reliefs as may be deemed fit and proper in the interest of justice.

PORVORIM ADVOCATE FOR COMPLAINANT

Date

**Verification**

Herein I, Swati Santosh Joshi , 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 is found to be true and correct to the best of my knowledge, belief, and information.

**PORVORIM**

**Date Complainant**