BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL FORUM AT PRVORIM

Consumer Complaint No. \_\_\_\_\_\_ of 20\_\_\_\_

Mrs. Lata Yuvraj Kandekar

W/o Yuvraj Kanderkar

Aged about 53 years,

Occupation: Writer

Overseas citizen of India/Canadian National

R/o Aakash Darshan CHS,

Near Vakola Masjid, Santacruz (East)

Mumbai, Maharashtra

Permanent resident of 212,

Silverado BLVD.SW.Calgary,

Alberta T2X0K4, Canada ... Complainant

Vs

Directors

M/s GHD Infra Developers Pvt. Ltd.

Having registered office at 17-18,

Plot No. 15, Journalist Colony,

Provorim, Bardez, Goa,

North Goa- 403521 ... Opposite Party

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

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 resident of Mumbai, Maharashtra and the Opposite Party is a real estate company engaged in constructing residential apartments under the project “Aangan” at Dodamarg, Maharashtra.
5. That the Complainant booked a residential flat bearing No. 003 in Building No. 1 in the Opposite Party’s project for a total consideration of Rs. 26,30,495/- (Rupees Twenty Six Lakhs Thirty Thousand Four Hundred Ninety Five Only) vide application dated 17/08/2020.
6. That as per the mutually agreed payment plan, the Complainant paid an advance amount of Rs. 5,31,360/- (Rupees Five Lakhs Thirty-One Thousand Three Hundred Sixty Only) in multiple installments, the receipts of which are enclosed herewith. It was further decided that the pending amount would paid after the competition of the project.
7. That as per the agreement, the Opposite Party was required to construct a sample flat by November 2020 for the Complainant’s approval, failing which the booking would stand canceled and the entire paid amount refunded to the Complainant.
8. That despite inordinate delay, the sample flat is not yet ready leading the Complainant to cancel the booking vide email dated 22/04/2021. However, the Opposite Party failed to refund the paid amount of Rs. 5,31,360/- in blatant violation of the terms of the agreement.
9. That the Opposite Party’s arbitrary conduct amounts to deficiency in service and indulgence in unfair trade practice as defined under the Consumer Protection Act, 2019. Despite the service of a legal notice dated 13/08/2021, the Opposite Party persisted in the non-redressal of the Complainant’s grievance.
10. That the Complainant has suffered immense mental agony and financial loss due to the callous conduct of the Opposite Party.

IV] **Cause of Action**;

1. The Cause of Action to file this complaint first arose on 22/04/2021 when the Complainant sent an email to the Opposite Party canceling the booking, and continued till 13/08/2021 when the Complainant issued a legal notice to the opposite party, however, there was no response to the same.

V]   **Jurisdiction:**

1. The complainant resides within the jurisdiction of this Hon'ble Court, so also the Opposite party registered office is situated within the jurisdiction of this Hon'ble Court. Hence this Hon'ble Court has jurisdiction to try and entertain this complaint. The consideration amount is less than Rs. 50,00,000/-.

VI]   **Court Fees:**

1. 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 three copies of the complaint have been submitted.
2. **PRAYER**

It is, therefore and in the interest of justice most respectfully prayed that this Hon’ble Forum may graciously be pleased to:

* 1. Direct the Opposite Party to refund the entire paid amount of Rs. 5,31,360/- along with interest @ 18% p.a. from the respective dates of payment;
  2. Award compensation of Rs. 2,00,000/- for mental agony and harassment caused to the Complainant;
  3. Award cost of litigation of Rs. 25,000/- to the Complainant;
  4. Grant such other and further reliefs as deemed fit and proper in the facts and circumstances of the case.

PROVORIM

Date ADVOCATE FOR COMPLAINANT

**Verification**

Herein I, Lata Yuvraj Kandekar, 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.

**PORVORIM**

**/02/2024 Complainant**