

STATE CONSUMER DISPUTES REDRESSAL

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" Declaration : I/we hereby declare that I/we have been explained everything relating to

That in the aforesaid terms and condition also has arbitration clause, in terms reproduc

"Jurisdiction: In case of any dispute arising out of these terms and conditions, it shal

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This Consumer Protection Act covers entire goods and services of all sectors that are pu

To Provide better and all round protection to consumer.  
To Provide machinery for the speedy redressal of the grievances.

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To Create framework for consumers to seek redressal.  
To Provide rights to consumers.  
To Safeguarde rights of Consumers.

Let us know more about the rights and responsibilities of consumer. Listed below are the

Right to Safety- Before buying, a consumer can examine on the quality and guarantee  
Right to Choose- Consumer must have the right to choose from a variety and number  
Right to be informed- The buyers must be provided with complete information with  
Right to Consumer Education- The consumer must be aware of his/her rights and a  
Right to be heard- The consumer will get due attention to express their grievance  
Right to seek compensation- The consumer has the right to seek or ask for redress

Listed below the responsibilities of the consumers

Responsibility to be aware - A consumer has to be careful of the safety and quality  
Responsibility to think independently- Consumer should be well bothered about what  
Responsibility to speak out- The buyer should be fearless to speak out their problems  
Responsibility to complain- It becomes the consumer's responsibility to express

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Responsibility to be an Ethical Consumer- Consumer must be fair and not engage

The Consumer Protection Act 1986 was enacted to provide for better protection of the interests

The Act Inter alia, seeks to promote and protect the rights of consumers such as -

right to be protected against marketing of goods which are hazardous to life and

- (2) right to be informed about the quality, quantity, potency, purity, standard and price
- (3) right to be assured, wherever possible, access to variety of goods at competitive prices
- (4) right to be heard and to assured that customers' interests will receive due consideration
- (5) Right to seek redressal against unfair practices or unscrupulous exploitation of consumers
- (6) Right to consumer education

The objects are sought to be promoted and protected by the Consumer Protection Councils

The Act applies to all goods and services, except if otherwise provided by the Central Government

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three tier system of quasi judicial bodies will observe the principle of natural justice

Thus the Consumer Protection Act is to serve the interests of the consumers. Consumer ed

The provisions of the Act have to be construed in favor of the consumer to achieve the p

Extent of Consumer Protection:

While other legislations may be either punitive or preventive, the Consumer Protection A

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complaint before State Commission is maintainable notwithstanding the provisions of sect

Consumers Protection Act, thus enshrines the rights of a consumer to be informed about t

With the passage of time, the populace of the country is on hike and so are their opinio

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the law, formulate it in accordance with the aim, set out by them, before penning down t



The aim of any act forms the indispensable element, because it acts as the cord that del

Somewhat similar situation aroused in front of Supreme Court in the case of Aftab Singh

The beneficial legislation of Consumer Protection Act aims at reducing the grievances of

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safeguards against ample exploitation like bad customer service, faulty goods or any unf

In India, people are least aware with the consumer's rights and lags behind having low g

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In Pioneer Urban Land and Infrastructure Limited v. Govindan Raghavan, (2019) 5 SCC 725,

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followed by a termination notice of ninety days and a further period of ninety days to t

"6.4. A perusal of the apartment buyer's agreement dated 8-5- 2012 reveals stark incongr

11.5(v) of the agreement, if the respondent flat purchaser fails to exercise his right of termination within the time limit provided in Clause 11.5, then he shall not be entitled to terminate the agreement thereafter, and shall be bound by the provisions of the agreement."

Hon'ble Justice Indu Malhotra speaking for the Court noted:

"6.8. A term of a contract will not be final and binding if it is shown that the flat purchasers had no option but to sign on the dotted line, on a contract framed by the builder. The contractual terms of the agreement dated 8-5-2012 are ex facie one-sided, unfair and unreasonable. The incorporation of such one-sided clauses in an agreement constitutes an unfair trade practice as per Section 2(1)(r) of the Consumer Protection Act, 1986 since it adopts unfair methods or practices for the purpose of selling the flats by the builder." The Court observed that in these circumstances, the flat purchasers could not be compelled to obtain possession which was offered almost two years after the grace period under the agreement had expired. Hence, the NCDRC was held to have correctly awarded interest at the rate of 10 percent per annum.

When buying a home, it is vital to obtain documents, such as the Occupancy Certificate (OC) and Completion Certificate (CC). These are essential documents that allow you to mortgage or sell your home. Hence, homebuyers are advised to take possession of their flat or property only after these documents have been issued.

According to Vikas Bhasin, CMD, Saya Group, "Completion Certificate and Occupancy Certificate are some of the most important documents for a home buyer. Civic authorities can evict the occupants in case of non-availability of the necessary approvals. Before investing in a property, people must be doubly assured that all the certificates and approvals are in place."

Let us dive a little deeper into the details of these documents and their importance before you make a move to buy your dream home.

Owning a home is the culmination of years of savings, research, and paperwork. After patiently waiting for the construction to be complete, you finally register the property and take possession of

your flat. But what if your dream home is declared unauthorised, and you are evicted by the authorities? This is not as far-fetched as it sounds. This nightmare could turn into reality without a crucial link in the property sale process - the Occupancy Certificate (OC).

The majority of apartments in different Indian cities have been occupied by owners without any occupancy certificate. This oversight can turn into a costly mistake, jeopardising the legal status of your dream home. The importance of the occupancy certificate cannot be overstated as it seals the legal status of your property and protects your ownership rights.

**Decoding legal documents** To understand the importance of an occupancy certificate and other legal documents, let's decode the legal jargon and understand their meaning in simple terms. Here's a ready reckoner of the most important legal documents related to your property:

**Occupancy Certificate** An OC certifies that the construction of the building has complied with the approved plans. It is issued by local municipal authorities or the building proposal department once the building has been completed and is ready to be occupied. Simply put, without an OC, your building has not been awarded a 'pass certificate'.

**Completion Certificate** A Completion Certificate (CC) is issued only after the construction meets other building standards like distance from the road, the height of the building, and rainwater harvesting system. A CC alone cannot legalise occupation; the OC is a must.

**Commencement Certificate** If you are buying an under construction property, make sure you check the Commencement Certificate before signing the agreement. Many builders do not wait for a Commencement Certificate. This is illegal and can create serious problems in obtaining an OC at a subsequent stage.

**Why is it unsafe to buy a flat without OC?**

In the absence of a valid OC, the local municipal body can initiate serious action against flat owners. In 2014, residents of a well-known building complex in Mumbai's upscale Worli area were hit with a bolt from the blue after their complex was declared unauthorised. At the time of possession, buyers overlooked the issuance of an OC from the builder. It was only after that they were forced to evacuate their flats that the writing on the wall became clear to them.

This is just one instance, and if buyers are not careful about getting the OC, they may face the following repercussions:

- In the absence of a valid OC, your building can be demolished as it can be classified as an unauthorised structure.

- The OC is crucial while applying for a home loan or loan to purchase a resale flat. If you wish to sell or hypothecate the property after a lapse of time, you will not be able to do so without a valid OC.

- The water connection, sanitary connection or electricity supply can be disconnected in the absence of an OC.

How to obtain an OC The OC is obtained from local municipal bodies by submitting an OC application form along with the following documents:

- Commencement Certificate • Completion Certificate • Built and Section plan • NOC for fire and pollution • Area calculation sheet of floor signed by an authorised architect • Photographs of the completed building • Tax assessment with tax paid receipt • Photographs of rain harvesting and solar panels • Copy of the sanctioned plan

After submitting the form, authorities inspect the complex and confirm if it has conformed to the approved plan before issuing an OC. Legally and ideally, a builder should submit an application with the municipal commissioner for the OC within 30 days of completion of the property.

How you can apply for an OC As a flat owner, you can also apply for an OC by approaching the local corporation or municipality, and if all approvals are in place, an OC is issued within 30 days of application. You will have to submit the same documents as the builder to procure an OC.

Know your rights If the builder refuses to provide an OC, you should consider exercising your legal rights. You can issue a notice against the builder asking him to apply and hand over the copy of the OC within a month. You can also approach consumer forums and file a writ petition demanding the OC.

Some canny builders simply present the receipt of the OC and dupe gullible customers. But you shouldn't accept anything less than the actual OC as the receipt may be dated.

Landmark legislations like the Real Estate Regulatory Act (RERA) have been passed to regulate the sector, promote transparency and protect consumer rights. However, consumers must be vigilant and understand their rights and responsibilities towards owning a property. Documents like OC are essential and ensure the security of your investment.

Going forward, real estate experts believe that the OC should be made mandatory for the registration of flats and essential services. Until then, buyers must ensure builders get all the necessary approvals before handing over a property. ÉÉ

A Completion Certificate (CC) is an important legal document that certifies that a building is constructed according to the laid down norms and master plan of the city. This document has all the information related to the project, such as the building materials used, building height, and building plan, among other things like provision for green belt.

In a nutshell, this document certifies that the building adheres to all the prevailing rules and has not violated any norms. In fact, this document is to be shown compulsorily to the authorities to obtain electricity and water connection.

Builders are allowed to obtain a provisional Completion Certificate when there are minor works left in the project.

Authorities then provide a provisional certificate valid for six months. After the expiry of the six months, the developer is bound to get a final CC.

Who issues a Completion Certificate?

Local authorities issue the Completion Certificate after a thorough inspection of the premises. If the developer violates no rules, authority issues a Completion Certificate.

Why is Completion Certificate important?

Buyers must be aware of the fact that if they are buying or moving into a property that does not have a Completion Certificate, they might be making a risky investment choice. The civic authorities hold the power to slap heavy penalties on the developer, leading to stalling or cancellation of the registered layout of the project. In case the building is already occupied, residents may also have to face eviction in extreme cases.

Difference between Occupancy Certificate and Completion Certificate Occupancy Certificate examines and certifies a property for adherence to bye-laws, civic amenities, electricity, sanitation and other clearances. On the other hand, a Completion Certificate is a document that certifies that a property is fit for possession by the buyers.

Clarifying the difference, Deepak Kapoor, Director, Gulshan Homz, says, Completion Certificate is just a reaffirmation that the building has been constructed as per the building byelaws and the layout plan has been approved by various concerned authorities. Occupation Certificate signals that there is no violation of building construction norms, and thus, the structure is safe for occupants.

Generally, these documents are not required at the time of registry, and hence, buyers tend to overlook or ignore these. But for their own benefit and peace of mind, it is warranted that buyers of both ready-to-move-in as well as under-construction properties check these documents before taking possession. This would help avoid any unnecessary dispute or confrontation in the future.

Supreme Court: The bench of Dr. D.Y.Chandrachud and A.S. Bopanna, JJ has held that failure on the part of the builder to provide occupancy certificate is a continuing breach under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act 1963 and amounts to a continuing wrong.

Factual Background The appellant is a co-operative housing society. The respondent constructed Wings 'A' and 'B' and entered into agreements to sell flats with individual purchasers in accordance with the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act 1963 (MOFA). The members of the appellant booked the flats in 1993 and were granted possession in 1997. According to the appellant, the respondent failed to take steps to obtain the occupation certificate from the municipal authorities.

There was an obligation on the respondent to provide the occupancy certificate and pay for the relevant charges till the certificate has been provided, however, the respondent time and again failed to provide the occupancy certificate to the appellant society. For this reason, a complaint was instituted in 1998 by the appellant against the respondent. The NCDRC on 20 August 2014 directed the respondent to obtain the certificate within a period of four months. Further, the NCDRC also imposed a penalty for any the delay in obtaining the occupancy certificate beyond these 4 months. Since 2014 till date, the respondent failed to provide the occupancy certificate.

In the absence of the occupation certificate, individual flat owners were not eligible for electricity and water connections. Due to the efforts of the appellant, temporary water and electricity connections were granted by the authorities. However, the members of the appellant had to pay property tax at a rate 25% higher than the normal rate and water charges at a rate which was 50% higher than the normal charge.

Analysis Obligations of Promoter under MOFA Section 3 of the MOFA imposes certain general obligations on a promoter. These obligations inter alia include making disclosures on the nature of title to the land, encumbrances on the land, fixtures, fittings and amenities to be provided, and to not grant possession of a flat until a completion certificate is given by the local authority. The responsibility to

obtain the occupancy certificate from the local authority has also been imposed under the agreement to sell between the members of the appellant and the respondent on the latter.

Sections 3 and 6 of the MOFA indicate that the promoter has an obligation to provide the occupancy certificate to the flat owners. Apart from this, the promoter must make payments of outgoings such as ground rent, municipal taxes, water charges and electricity charges till the time the property is transferred to the flat-owners. Where the promoter fails to pay such charges, the promoter is liable even after the transfer of property.

**Limitation** In the instant case, the appellant submitted that since the cause of action is founded on a continuing wrong, the complaint is within limitation.

Section 24A of the Consumer Protection Act 1986 provides for the period of limitation period for lodging a complaint. A complaint to a consumer forum has to be filed within two years of the date on which the cause of action has arisen.

Section 22 of the Limitation Act 1963 provides for the computation of limitation in the case of a continuing breach of contract or tort. It provides that in case of a continuing breach of contract, a fresh period of limitation begins to run at every moment of time during which the breach continues. A continuing wrong occurs when a party continuously breaches an obligation imposed by law or agreement. The continuous failure to obtain an occupancy certificate is a breach of the obligations imposed on the respondent under the MOFA and amounts to a continuing wrong.

The appellants, therefore, were entitled to damages arising out of this continuing wrong and their complaint is not barred by limitation.

"Rejecting the complaint as being barred by limitation, when the demand for higher taxes is made repeatedly due to the lack of an occupancy certificate, is a narrow view which is not consonance with the welfare objective of the Consumer Protection Act 1986."

Consumer Section 2(1)(d) of the Consumer Protection Act defines a 'consumer' as a person that avails of any service for a consideration. A 'deficiency' is defined under Section 2(1)(g) as the shortcoming or inadequacy in the quality of service that is required to be maintained by law.

In the present case, the NCDRC had held that the appellant is not a 'consumer' under the provisions of the Consumer Protection Act as they have claimed the recovery of higher charges paid to the municipal authorities from the respondent. Extending this

further, the NCDRC observed that the respondent is not the service provider for water or electricity and thus, the complaint is not maintainable.

The respondent was responsible for transferring the title to the flats to the society along with the occupancy certificate. The failure of the respondent to obtain the occupation certificate is a deficiency in service for which the respondent is liable. Thus, the members of the appellant society are well within their rights as 'consumers' to pray for compensation as a recompense for the consequent liability (such as payment of higher taxes and water charges by the owners) arising from the lack of an occupancy certificate.

Samruddhi Co-operative Housing Society Ltd v. Mumbai Mahalaxmi Construction Pvt. Ltd, 2022 SCC OnLine SC 35, decided on 11.01.2022

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The Hon'ble Supreme Court in CIVIL APPEAL NO(S). 3533-3534 OF 2017 M/S. FORTUNE INFRASTRUCTURE (NOW KNOWN AS M/S. HICON INFRASTRUCTURE) & ANR. VS TREVOR D'LIMA & ORS. ( Judgement March 12 , 2018 ) has held:

In the above-mentioned case Hon'ble Supreme Court also held regarding payment of compensation or quantum of compensation as follows:

"15. Moreover, a person cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the refund of the amount paid by them, along with compensation. Although we are aware of the fact that when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of 3 years would have been reasonable for completion of the contract i.e., the possession was required to be given by last quarter of 2014. Further there is no dispute as to the fact that until now there is no redevelopment of the property. Hence, in view of the above discussion, which draw us to an irresistible conclusion that there is deficiency of service on the part of the appellants and accordingly the issue is answered. When once this Court comes to the conclusion that, there is deficiency of services, then the question is what compensation the respondents/complainants is entitled to ?"



Further the Hon'ble Supreme Court has held regarding payment of compensation:

"18. This Court in Ghaziabad Development Authority v. Balbir Singh, (2004) 5 SCC 65, has observed that there is no fixed formula for fixing damages in the following manner '8. However, the power and duty to award compensation does not mean that irrespective of facts of the case compensation can be awarded in all matters at a uniform rate of 18% per annum. As seen above, what is being awarded is compensation i.e. a recompense for the loss or injury. It therefore necessarily has to be based on finding of loss or injury and has to correlate with the amount of loss or injury. Thus, the Forum or the Commission must determine that there has been deficiency in service and/or misfeasance in public office which has resulted in loss or injury. No hard-and-fast rule can be laid down, however, a few examples would be where an allotment is made, price is received/paid but possession is not given within the period set out in the brochure. The Commission/Forum would then need to determine the loss.

Loss could be determined on basis of loss of rent which could have been earned if possession was given and the premises let out or if the consumer has had to stay in rented premises then on basis of rent actually paid by him. Along with recompensing the loss the Commission/Forum may also compensate for harassment/injury, both mental and physical. Similarly, compensation can be given if after allotment is made there has been cancellation of scheme without any justifiable cause. That compensation cannot be uniform and can best be illustrated by considering cases where possession is being directed to be delivered and cases where only monies are directed to be returned. In cases where possession is being directed to be delivered the compensation for harassment will necessarily have to be less because in a way that party is being compensated by increase in the value of the property he is getting. But in cases where monies are being simply returned then the party is suffering a loss inasmuch as he had deposited the money in the hope of getting a flat/plot. He is being deprived of that flat/plot. He has been deprived of the benefit of escalation of the price of that flat/plot. Therefore, the compensation in such cases would necessarily have to be higher. We clarify that the above are mere examples. They are not exhaustive. The above shows that compensation cannot be the same in all cases irrespective of the type of loss or injury suffered by the consumer." (emphasis supplied) In the case of PRIYANKA MITTAL & ANR. V. PARSVNATH DEVELOPERS LTD. & ANR. (NCDRC).

These appeals arise out of single order of State Commission, hence, decided by common order. These appeals have been filed against the order dated 25.2.2015 in Complaint Nos. 18 of 2013- Nalin Bhargava &Anr. Vs. Parsvnath Developers Ltd.

&Anr.; 34 of 2013- Jasleen Viswanathan &Anr. Vs. Parsvnath Developers Ltd. &Anr.; 58 of 2011- Janmejai Mani Tiwari Vs. Parsvnath Developers Ltd. &Anr.; 68 of 2013- Indu Singh Vs. Parsvnath Developers Ltd. &Anr.; 69 of 2013- Poonam Sagar Vs. Parsvnath Developers Ltd. &Anr.; 86 of 2010- Priyanka Mittal &Anr. Vs. Parsvnath Developers Ltd. &Anr.; 101 of 2011- Mohd. Aslam Khan &Anr. Vs. Parsvnath Developers Ltd. &Anr.; 130 of 2012- Dr. Sunil Kr. Singh &Anr. Vs. Parsvnath Developers Ltd. &Anr.; 49 of 2012- Neera Mittal &Anr. Vs. Parsvnath Developers Ltd. &Anr.; 74 of 2011- Deepak Bhalla Vs. Parsvnath Developers Ltd. &Anr.; 87 of 2010- Syed Gufran Ali Alvi&Anr. Vs. Parsvnath Developers Ltd. &Anr.; 96 of 2011- Uppasana Malik Vs. Parsvnath Developers Ltd. &Anr.; 175 of 20130- Umesh Chandra Dixit &Anr. Vs. Parsvnath Developers Ltd. &Anr.; 97 of 2011- Pravin Kumar Goel &Anr. Vs. Parsvnath Developers Ltd. &Anr. which complaints were partly allowed.

The Hon'ble NCDRC held that:

"Brief facts of the cases are that opposite parties/respondents are engaged in the activity of housing construction and accordingly they have launched a project named as Parsvnath Planet situated in Gomti Nagar, Lucknow. The project was demonstrated to be very lucrative and made attractive to the vendees, in order to procure/collect money from the needy persons demonstrating themselves to be excellence in the field of construction activity as compared to other builders and assured the buyers/complainants that it has been duly approved by the Lucknow Development Authority and necessary permission has also been obtained from them. The emphasis was made by the opposite parties that the possession of the Unit shall be given within a scheduled period of 36+6=42 months stipulated in agreements executed in between the parties for the project launched in the year 2006. The complainants/appellants attracted by the promise and assurance of the opposite parties, somehow managed and arranged the money from their personal sources as well as on loan at attractive rate of interest and the hard earned money was paid by them to the opposite parties in a hope that the possession of the units shall be provided to them in the year 2009 and they can leave peacefully in their own houses, since the complainants are living in rented houses.

The complainants visited the construction site of the opposite parties after depositing the entire amount, where it was revealed that the construction activities were on halt and the persons available on the site told the complainants that the apartments are likely to be completed till 2015. Even the partial construction done by the opposite parties was defective and did not match the specifications provided in the agreement. The complainants were shocked on hearing it and observing the site. The complainants immediately contacted the Area Manager, who told the complainants that there is some delay in the construction of the apartment and the apartments shall be ready till June, 2010. The complainants have to repay the amount taken on loan alongwith interest without getting the possession of the allotted units causing

irreparable loss and injury to them. The complainants have come to know that the opposite parties have invested the funds earmarked for this project into their other projects in other city due to which they have not been able to complete the project in time. Besides this, it has also come to the light that although the opposite parties had collected huge funds from the buyers but in spite of that the opposite parties have miserably failed to pay the dues of Lucknow Development Authority which forced the Lucknow Development Authority to issue coercive measures against the opposite parties for the recovery of their dues. Alleging deficiency on the part of opposite parties/ respondents, complainants filed separate complaints before State Commission. Aggrieved by the order of Hon'ble State Commission, these appeals preferred before Hon'ble National Consumer Disputes Redressal Commission.

Hon'ble NCDRC discussed various case laws and after hearing the parties held, "Learned Counsel for appellants submitted that as complainants have been deprived of possession for a long period beyond agreed period, it amounts to restrictive trade practice under Section 2 (nnn) of Consumer Protection Act and complainants are entitled to get compensation. Section 2 (nnn) runs as under:- means a trade practice which tends to bring about restrictive trade practice manipulation of price or its conditions of delivery or to affect flow of supplies in the market relating to goods or services in such a manner as to impose on the consumers unjustified costs or restrictions and shall include- Delay beyond the period agreed to by a trader in supply of such goods or in providing the services which has led or is likely to lead to rise in the price; Any trade practice which requires a consumer to buy, hire or avail of any goods, or, as the case may be, services as condition precedent to buying, hiring or availing of other goods or services; Perusal of aforesaid provision reveals that when opposite party delays in delivery of goods which leads to rise in the price of goods meaning thereby, more price is charged from complainant, it amounts to restrictive trade practice. In the case in hand, opposite party on account of delayed delivery of possession is not charging higher rate than the agreed rate for delivery of possession of flat, so, it does not fall within the purview of restrictive trade practice under Section 2(nnn) of Consumer Protection Act. "

"Admittedly, agreements were executed in 2006 and as per agreements, possession of flats was to be delivered within 42 months, meaning thereby, possession was to be given in the year 2009-2010 and possession has not been handed over so far though year 2016 has started. No doubt, complainants are entitled to get penalty amount for delayed delivery of possession as per clause 10 ( c) of the agreement but opposite party cannot be permitted to avail benefit of aforesaid clause for indefinite period. This penalty clause should be allowed for the benefit of parties for a limited period and in the cases in hand, I deem it appropriate to extend applicability of aforesaid clause for a period of one year beyond 42 months and after that, complainants are certainly entitled to compensation. Opposite party cannot be allowed to avail huge funds of complainants by paying merely Rs. 5/- per sq. ft. for example, complainants who have purchased flat measuring 164.901 sq. mtr., they have made payment of

about Rs. 31.00 to 32 lakhs and in the garb of clause 10 (c), opposite party is paying penalty @ approximately Rs. 9,000/- per month against enjoying funds more than Rs. 30.00 lakhs. As complainants have been deprived to shift to their flats for a long period which would not only have given them satisfaction of living in their own house but also have raised their social status and opposite party has enjoyed funds of complainants for a long period, I deem it appropriate to allow compensation @ Rs. 15,000/- p.m. to the complainants who have applied for flats upto 175 sq. mtr and Rs. 20,000/- per month to complainants who have applied for flats above 175 sq. after 54 months of execution of agreement till delivery of possession."

Against this judgment, parties went to Hon'ble Supreme Court. The judgment of Hon'ble Supreme Court is:-

In Nalin Bhargava vs. Parsvnath Developers Ltd. CA 6662/2018 @ SLP(C) 7596/2016 etc and other related civil appeals on 13 July, 2018, Hon'ble Supreme Court held:-

"Leave granted in all the special leave petitions. CA 6662/2018 @ SLP(C) 7596/2016 etc. It is submitted by Mr. M.L. Lahoty, learned counsel appearing for the appellants in all the appeals that the possession has been handed over and the deficiencies have been removed and, therefore, he has no grievance. However, Mr. Lahoty would insist that there should be imposition of costs as compensation.

Mr. Sachin Datta, learned senior counsel appearing for the developer has raised objections with regard to imposition of costs.

Having heard learned counsel for the parties, we are of the considered opinion that the cause of justice would be best subserved if each of the appellants in the present appeals are given Rs.1,50,000/- (Rupees one lakh fifty thousand only) per flat, towards costs. When we say "cost", we mean costs alone and nothing else."

These builders are just earning money from the consumers to whom they issued allotment letters and got a huge amount. They keep this amount for a long time and earn interest on it. Property dealing is that part of business where they never pay a penny to the consumers on their amounts deposited for a long-term or if they pay, they pay a meagre interest of about 5% or so but they charge 18 to 24% or more if the consumers default in depositing any instalment. It reminds us the story of "The Merchant of Venice" The Merchant of Venice is the story of a Jewish money lender Shylock who demands that an antisemitic Christian offer "a pound of flesh" as collateral against a loan. These acts of builders also remind us the age of Sahukari during ancient India and also during British Raj. Whether these builders have power to frame their own law? They put their terms and conditions in such a way that the sufferer will always be the consumer. The Consumer Protection Act 1986 has been enacted for the benefits of consumers, so the courts dealing with Consumer Protection Act 1986 should come forward for their rescue. The courts are not governed by the

builders but they are governed by the law, Custom and Usages. Now in the background of all the facts and also the facts of the present case, we will also discuss something more.

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