

Sector-Real Estate/Builder

S. No	Link	Summary	Citation	Forum	Case No.	Date of Judgment
1.	https://indiankanoon.org/doc/105613086/	<p>The Complainant consumer had booked a 4BHK flat of 2675 sq. ft. and entered into a Builder Buyers Agreement with M/s. Tashee Land Developers Pvt. Ltd. On 15/04/2013. As per agreement, the possession of the flat was to be offered within 36 months with provision of further 6 months as grace period from the date of sanction of the building plans which was 07/06/2012. Therefore the due date of possession as per sanction of building plans was 07/12/2015. However, no possession was offered to the consumer till 16/06/2017 when the consumer received an offer of possession of a 3BHK flat with an area of 2359 sq. ft. instead of booked 4BHK flat. The buyer demanded a refund of paid amount of Rs. 99, 56,911/- with an interest of 18% p.a. The opposite party stated that the less area offered was due to revised building plans sanctioned on 09/12/2016. The buyer did not filed any objection for change in building plan as sought by the builder on 03/10/2016 as per direction of Director General of Town & Country Planning, Haryana. The revised building plans were finally approved on 09/12/2016. Hon'ble National Consumer Disputed Redressal Commission upheld the arguments of the complainants that the revised building plans has nothing to do with the builder buyers agreement which was already signed and there cannot be any</p>	<p>SATYA PRAKASH AGGARWALComplainant(s)</p> <p>Versus</p> <p>TASHEE LAND DEVELOPERS PVT. LTD.Opp.Party(s)</p>	NCDRC	2779 of 2017	19 Dec 2018

		binding on the allottee to accept the revised building plan. The complainant is fully justified for refusing to take the possession of the flat with lesser area. If the builder is not in a position to deliver the possession of the flat as mentioned in Builder Buyers Agreement, the only remedy to the complainant is to get the refund of the amount deposited by the Consumer Bulletin 3 (December 2018) complainant with the builder. NCDRC allowed the complaint directing opposite party to refund of the deposited amount of Rs. 99,56,911/- along with interest @ 9% p.a. , cost of litigation of Rs. 20,000/-. This order be complied with by the opposite party within a period of 45 days from the date of receipt of the order, failing which an additional interest of 3% shall become payable from the date of this order till actual realisation.				
2.	https://indiankanoon.org/doc/32218842/	<p>Hon'ble National Consumer Dispute Redressal Commission in a consumer complaint No. 1984 of 2017 of Shri Manish Kumar Sood against M/s Unitech Ltd. did not find following reasons as raised by the builder as beyond the control of the builder:</p> <p>(i) Delay in obtaining environmental clearance for the project.</p> <p>(ii) Some of the buyers in the project filed a complaint with EOW Cell of Delhi Police under section 406/420/120B of IPC and the matter being under investigation of Delhi Police.</p> <p>(iii) Slump in the real estate market because</p>	<p>1. MANISH KUMAR SOOD S/o Mr. Devendra Mahindra,Complainant(s)</p> <p>Versus</p>	NCDRC	1984 of 2017	14 Dec 2018

		<p>of overall economic condition resulting scarcity into the supply of labour & raw material</p> <p>(iv) Shortage of labour and the building material due to Common Wealth Games held in Oct 2010</p> <p>(v) Shortage of labour due to implementation of Social Schemes such as NREGS and JNNURM</p> <p>(vi) Stay of use of ground water for building purposes by Punjab & Haryana High Court vides its order dtd. 16/07/2012.</p> <p>(vii) Alleged shortage of bricks and sand.</p> <p>For the reasons stated therein, that the delay in construction of the flats allotted to the complainants did not happen on account of reasons beyond the control of the opposite party. Therefore, the said opposite party was deficient in rendering services to the complainants by not delivering timely possession of the flats allotted to them" and disposed of the complaint with the following directions:</p> <p>(i) The OP shall refund the entire principal amount of Rs.55,73,942/- to the complainant along with compensation in the form of simple interest @ 10% per annum from the date of each payment till the date of refund.</p> <p>(ii) The OP shall also pay a sum of Rs.25,000/- as the cost of litigation to the</p>	<p>1. M/S. UNITECH LTD. Through its Managing Director Regd.Opp.Party(s)</p>		
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		complainant. (iii) The payment in terms of this order shall be made within three months from today.				
3.	https://indiankanoon.org/doc/96256299/	Hon'ble National Consumer Dispute Redressal Commission in a consumer case No. 2602 of Shakti Kumar Matta & Anr. Vs M/s Unitech Ltd & Ors allowed the complaint and ordered refund of entire amount of Rs.58, 41,623/- to the complainant within six weeks from the date of order along with compensation of simple interest @10% per annum from the date of payment till the realisation of amount. The opposite party shall pay a sum of Rs. 10, 000/- as cost of litigation to the complainant. In another consumer case No. 1721 of Rishi Kapoor against M/s Unitech Ltd. the Commission ordered refund of Rs.42, 58, 475/- to the complainant within six weeks from the date of order along with compensation with simple interest @12% per annum from the date of payment till the realisation of the amount with Rs.10, 000/- as litigation cost.	1. SHAKTI KUMAR MATTA & ANR.Complainant(s) Versus 1. M/S. UNITECH LTD. & 3 ORS. 2. M/s Unitech Limited Sh. Ramesh Chandra Chairman 3. m.s Unitech Limited Managing Director Sh. Ajay Chandra 4. M/s Unitech Limited Sh. Ramesh Chandra Managing Director, Sh. Sanjay Chandra,Opp.Party(s)	NCDRC	2602 OF 2017	29 Aug 2018

4.	https://indiankanoon.org/doc/49855817/	<p>District Forum, Jaipur in consumer complaint No. 784/2003, the OP Rajasthan Housing Board was directed to pay a sum of Rs. 50,000/- to the complainant on account of non-completion of repair works etc. in the house allotted to complainant with Rs. 500/- as cost of complaint. In the appeal filed by Rajasthan Housing Board, the State Commission modified the said order of District Forum and directed that OP Housing Board shall pay Rs. 50,000/- by way of compensation on a/c of financial loss to the complainant for repair work etc. and another sum of Rs. 50,000/ shall be given as compensation against mental agony. The OP filed revision petition before National Commission. Hon'ble National Commission did not find any illegality, irregularity or jurisdictional error in the order passed by the State Commission and relied on the order passed by the Hon'able Supreme Court in "Rubi (Chandra) Dutta vs United India Insurance Co. Ltd. [(2011) 11scc269]" "That the powers in the exercise of revisional jurisdiction can be exercised only, if there is a jurisdictional error or material defect in the orders passed by the Consumer Fora below". Finding no merit in the revision petition, the Commission dismissed the revision petition with an additional sum of Rs.10,000/- as litigation cost to be paid to complainant for dragging the complainant to litigation for such a long time for no fault on his part. "The failure to follow the said procedure cannot be fatal to a complainant filed under the provisions</p>	<p>1. RAJASTHAN HOUSING BOARD & ORS.</p> <p>2. Estate Manager, Rajasthan Housing Board,</p> <p>3. Resident Engineer, Rajasthan Housing Board,Petitioner(s)</p> <p>Versus</p> <p>1. RAMESH CHANDRA MANGAL Branch Manager, United India Insurance Co Ltd.,Respondent(s)</p>	NCDRC	<p>REVISION PETITION NO. 3789 OF 2011 (Against the Order dated 01/09/2011 in Appeal No. 2261/2004 of the State Commission Rajasthan)</p>	29 Nov 2017
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