

Real Estate/Builder Sector

S. No.	Link	Fact of the Cases	Citation	Forum	Case No.	Date of Judgement	Judgement with theme
1.	http://www.legalapproach.in/case-details/jid/2925	M/s. Yellow Stone Builders Pvt. Ltd. vs. Lalit Kumar Dhiman dated 2014-09-10 This appeal has been filed by the appellant against the order dated 13.05.2014 passed by the State Consumer Disputes Redressal Commission, UT, Chandigarh (in short, 'the State Commission') in Execution Application No. 14/2014 in Complaint No. 63 of 2013 – Lalit Kumar Dhiman Vs. M/s. Yellow Stone Builders Pvt. Ltd. & Ors. by which, Mrs. Paramjot Kaur and Mr. Tejinder Singh, Directors of OP/appellants were sentenced to undergo imprisonment for a period of 2 years and directed to pay a fine of Rs.10,000/-					
2	http://www.legalapproach.in/case-details/jid/2829	M/s. Shree Constructions, vs. Shree Residency CHS Ltd. & Ors dated 2013-01-16. The complainant had filed a complaint before the District Consumer Forum, Thane against the petitioner and land owners for conveyance of the property. On. 7.3.2009, the District Forum, Thane had passed the order and directed the petitioner-opposite party No. 1 and the original land owners-opposite parties 2 to 5 jointly and severally to execute the conveyance deed in favour of the society and also awarded cost and compensation. There is no confliction on the point that the said judgment has attained finality. The above judgment was not challenged by any of the parties					
3	http://www.legalapproach.in/case-details/jid/2817	Shri Ashok Kumar Sharma vs. Ghanshyam Hemadev dated 2013-01-11 Brief facts of the case are that the complainant					

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		<p>booked Shop No. 2 with the opposite party and made payment of Rs.7,46,182/- from time to time, but still possession has not been handed over to the complainant, hence, filed complaint for directions to the opposite party to hand over peaceful and vacant possession of Shop No. 2 or in the alternative another shop of the same size along with prayer for awarding interest, compensation, cost, etc. Learned State Commission vide impugned order dismissed the complaint on the ground that after termination of contract there exists no relationship between the parties as the 'consumer' and 'service provider' and complaint is also time barred.</p>					
4	http://www.legalapproach.in/case-details/jid/2792	<p>Cosmos Infra Engineering India vs. Sameer Saxena dated 2012-12-12 Brief facts are that respondents/complainants booked respective flats in Cosmos Executive Floors, Palam Vihar, Gurgaon. Respondents executed agreement dated 2nd June 2005, with the petitioner. The construction was to be done as per terms, conditions and specification as per agreement. The possession was to be delivered in September, 2006. However, permissive possession was given to the respondents. After taking possession respondents found the changed site plan as against the plan supplied. Moreover, flats were found to be of sub standard material and not according to the specifications. There were several deficiencies and flaws in the flats which caused great harassment, mental agony and financial loss to the respondents. It is alleged that petitioner has adopted unfair trade</p>					

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		practice. Accordingly, respondents claimed compensation and damages for harassment, mental agony etc. and penalty for delayed possession.					
5	http://www.legalapproach.in/case-details/jid/2773	<p>Dr. Pannaben Padamsi Asar, vs. Mr. Vilas Ramdas Borane, dated 2012-12-03</p> <p>Brief facts of the case are that petitioner/complainant, who is a Doctor by profession, purchased a plot in Vardhaman Nagar Hosing Society. After getting sanctioned the plan for construction by Municipal Council, she approached respondent/opposite party, a contractor for construction of house. Petitioner entered into an agreement with the respondent on 8.11.1997. It is agreed that petitioner is to pay Rs.3,40,000/- in total for the said construction. It is alleged by the petitioner that respondent recovered amount of Rs.3,88,354/- when it was decided that amount of Rs.3,40,000/- is only to be paid. Though the amount as agreed was recovered by the respondent, but the construction was not completed. Therefore, petitioner filed (complaint case No.7/2000) which was decided in her favour by District Forum on 6.11.2003. During pendency of said complaint it was found by the petitioner that though construction was said to be completed it was not as per quality expected and agreed by her. Therefore, civil engineer Shri Ansari was appointed to inspect the said house. Accordingly, report of Shri Ansari was produced before the Forum. But as the complaint was for the excess amount and non completion of construction within stipulated period, the District Forum did not find anything</p>					

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		<p>about defective construction in report of Shri.Ansari.. After taking possession of house, it was found that construction is of very inferior quality. Many defects had been committed by the respondent such as, the flooring was not in good, levelling was not done properly, walls were separated by slab etc. Petitioner approached Civil Engineer Shri.Prasad Kulkarni at Dhule for inspecting the construction of her house. Shri Kulkarni, accordingly inspected the house and gave report in respect of same. It is alleged by the petitioner that according to said report the defects in construction were beyond repair. Therefore entire house is to be demolished or rebuilt. It is alleged that petitioner was to run pathology laboratory in the said house and was to use as residential house also. But due to the defective construction she could not shift in her house. Therefore, she suffered professional loss also. On 11.1.2005, petitioner issued legal notice to respondent. Said notice was not replied by the respondent. Therefore, petitioner approached the District Forum and demanded Rs.3 lakhs for reconstruction of house and Rs.2 lakhs for mental agony and financial loss with 18% interest.</p>					
6	http://www.legalapproach.in/case-details/jid/2758	<p>M/s. Charan Homes Pvt. Ltd. & Ors vs. Sri Jai Prakash Rai, M.G. dated 2012-11-22 Complainant/Respondent was in possession of non- agricultural land in Property Nos.18, 19, 20 & 29 at Melville House Grounds, Palace Road, Bangalore and was managing same on behalf of the original owner Narayana Reddy. In 1983, a partnership firm, namely, M.M.</p>					

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		<p>Foundation was constituted to develop the property bearing No.19 at the request of original owner. Respondent was one of the Partners of the Firm. Since there was no progress in the development of the said property, a tripartite agreement was entered into among the Appellants builder (Opposite Party Nos. 1 & 2), original owner of the Property and the M.M. Foundation for constructing a multi-storeyed building consisting of residential flats for sale to the intending buyers. Thereafter, on Respondent's agreeing to give up his right as a partner of M.M. Foundation, Appellants entered into an agreement on 24.01.04 with the Respondent for sale of a residential flat measuring 1200 Sq. Ft. in the 1st Floor of the said multi-storeyed building for consideration @ Rs.2,000/- per Sq. Ft. Respondent paid a sum of Rs.15 lakh towards sale consideration to the Appellant which was also mentioned in the Agreement. In terms of the agreement, Respondent was liable to pay an additional sum of Rs.50,000/- in case the actual built up area in the flat sold to him exceeded 1200 Sq. Ft. Appellants did not deliver and register the sale deed in respect of the said flat in favour of the Respondent. Complainant, being aggrieved, filed the complaint before the State Commission. Appellants, on being served, entered appearance and filed their written statement resisting the complaint, inter-alia, on the grounds; that the agreement relied upon by the Respondent was a sham and colourable document entered into just to wriggle out of the hurdles created by the Respondent to stall</p>					

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		<p>execution of the project and to cause hardship to the Appellants; that the Respondent should be relegated to the Civil Court for seeking the relief of specific performance of the agreement for sale. State Commission, after scanning the material available on record and going through the evidence led by the parties allowed the complaint and directed the Appellants to allot a two bed room flat in the First Floor of the Multi Storeyed Building constructed by them in the land bearing Corporation No.21 corresponding to new No.19, Melville House Grounds, Palace Cross Road, Bangalore-560 020 bounded on the "East by K.T. Apartments, West by Plot No.2 of Sri N. Govind, North by Palace Cross Road, South by Madras Bangalore Railway Line' as described in the Agreement dated 24.01.04 within a period of 60 days from the date of the Complainant paying the balance amount, if any. Rs.5,000/- were awarded as costs. State Commission observed thus:- " In so far as the maintainability of the complaint under the Consumer Protection Act, we are of the view that under the Agreement the OPs have undertaken to built a flat for the complainant and to hand over possession executing the sale deed. Therefore, it is a contract for rendering service and the complaint under the Consumer Protection Act is maintainable. The next contention of the OPs is that the agreement is sham colourable and not intended to be put into effect and was executed only to wriggle out of the situation created by the complainant to stall the execution of the project. If that is so, it is for the OPs to get a declaration from the competent</p>					

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		Civil Court to that effect. In the present case, OPs have admitted the execution of the agreement with the complainant. As already stated above, the agreement envisages construction of the complex, out of which, the Ops have agreed to sell one flat to the complainant for which consideration is said to have been paid. Under such circumstances, we are of the view that so long as the agreement remains and so long as the agreement is not superceded by an Order of the competent court, the OPs are bound by that agreement and the OPs are, therefore, liable to deliver possession of one flat by executing a registered sale deed in favour of the complainant.”					
7	http://www.legalapproach.in/case-details/jid/2697	K. Pydi Naidu vs. Maddi Ramanujayya dated 2012-10-16 The petitioner did not prove that he had incurred some amount on the extra work done by him. The case set up by him that he had incurred a sum of Rs.9,25,280/- is not supported by any evidence. Again there is no evidence that he had even spent Rs.5,15,000/- upon the construction. He also could not produce any evidence to show that some changes were affected at the instance of the complainant. Consequently, we find the revision petition is ill-founded and therefore, the same is dismissed both on the grounds of delay as well as on merits.					
8	http://www.legalapproach.in/case-details/jid/2698	M/s. Citimake Builders Pvt. Ltd. vs. Samata Sahakari Bank Ltd. dated 2012-10-16 Complainants filed complaint against opposite					

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		<p>party for recovery of Rs.1,09,03,212/- along with interest @ 18% p.a. and damages. Brief facts of the complaint are that complainants are carrying on business of builders and developers. Complainants opened Current Account No.1211 in the year 2004 with the opposite party and the said account was operated by Naresh Jain and Abdul Wahid Abdul Gafoor Khatri. On scrutiny of Company's record on 8.11.2008 it was found that Companies account was debited for various amounts which were suspicious entries on the basis of forged and fabricated signatures of the authorized persons/partners without any consent, knowledge and information to the complainant by the opposite party, the opposite party's concerned officers have intentionally and willfully encashed and honoured about 53 cheques mentioned in paragraph 4 of the complaint without verifying signatures which were prima facie forged. The cheques shown to be debited in their account have neither been issued nor signed by them and concerned officers of the opposite party having been in collusion and conspiracy with the erring persons forged cheques have been encashed. Complainants filed criminal complaint against the opposite party on 8.7.2009 and the same is under investigation by Oshiwara Police Station. Opposite party is service provider and on account of deficiency in service, complainants have claimed aforesaid amount from the opposite party. Opposite party filed written statement.</p>					

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9	http://www.legalapproach.in/case-details/jid/2699	<p>M/s. Safe Home Developers and Contractors vs. Samata Sahakari Bank Ltd. New Link Road, dated 2012-10-16</p> <p>Brief facts of the complaint are that complainants are carrying on business of builders and developers. Complainants opened Current Account No.1260 in the year 2004 with the opposite party and the said account was operated by Naresh Jain and Abdul Wahid Abdul Gafoor Khatri and when the amount on the cheques was upto Rs.10,000/- then Abdul Azizi Mohammed Qureshi used to sign the cheques. On scrutiny of Company's record on 8.11.2008 it was found that Companies account was debited for various amounts which were suspicious entries on the basis of forged and fabricated signatures of the authorized persons/partners without any consent, knowledge and information to the complainant by the opposite party, the opposite party's concerned officers have intentionally and willfully encashed and honoured about 250 cheques mentioned in paragraph 4 of the complaint without verifying signatures which were prima facie forged. The cheques shown to be debited in their account have neither been issued nor signed by them and concerned officers of the opposite party having been in collusion and conspiracy with the erring persons forged cheques have been encashed. Complainants filed criminal complaint against the opposite party on 8.7.2009 and the same is under investigation by Oshiwara Police Station. Opposite party is service provider and on account of deficiency in service, complainants have claimed aforesaid amount from the</p>					

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		opposite party. Opposite party filed written statement.					
10	http://www.legalapproach.in/case-details/jid/2700	Sri Lakshmi Saraswathi Apartments vs. G. Shiva Narayana & Ors dated 2012-10-16 Brief facts of the case are that complainant is a welfare association of the apartment owners of Sri Lakshmi Saraswathi Apartments and Opposite Party 1 & 2 are property owners and opposite party 3 is builder and developer, who built flats on the site and the same were sold and purchased under different sale deeds in semi-finished stage. It was alleged that opposite parties have not fulfilled their obligations and not provided amenities and car parking. Opposite parties in their reply submitted that they spent Rs.4,22,000/- for amenities and Block 'A' members are to pay Rs.2,43,000/- and Block 'B' members have to pay Rs.4,28,000/- besides cost of lift of Rs.52,000/- and prayed for dismissal of complaint. District Forum after hearing both the parties dismissed complaint with cost and appeal filed by the petitioner was dismissed by the State Commission vide impugned order dated 20.12.2010					
11	http://www.legalapproach.in/case-details/jid/2686	M/s. A.G. Developers vs. Shri Amar Kumar Chabra & Ors dated 2012-10-12 Brief facts are that respondents no.1 and 2/complainants no.1 and 2 booked Flat No.502 in proposed building 'Shivanjali' being developed by petitioner/opposite party no.2. Total cost of flat was Rs.40,25,000/- and flat was to be divided into 502A and 502B. Respondents no.1 and 2, paid Rs.19 Lakhs to					

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		<p>the Petitioner on 29.6.1998. Despite receipt of this amount, petitioner avoided to execute the agreement of sale in favour of the respondents. Even thereafter, respondents got sanctioned Rs.12 Lakhs from the Financial Institution but since Petitioner had not executed an agreement of sale, respondents could not procure sanctioned loan from the Financial Institution. Thereafter, respondents sent notices through their Advocate. Despite notice, petitioner did not execute the agreement of sale in their favour. In July 2003, respondents found that flat No.502 was appended to Flat No. 501. This was objected by the respondents and since they had objected to this fact, petitioner did not execute agreement of sale in their favour. Therefore, respondents filed consumer complaint claiming possession of the flat, damages of Rs.1 Lakh, expenses of Rs.45,000/- and compensation of Rs.50,000/-.</p>					
12	http://www.legalapproach.in/case-details/jid/2667	<p>M/s Arihant Builders vs. Gaurav Anand Co-op. Housing Society Ltd. dated 2012-10-09 Brief facts of the case are that respondent/complainant had purchased a flat from the petitioners and possession of which was given to him. However, acquisition certificate has not been received by the respondent. Further, there are certain defects in the work as per agreement and many amenities and facilities were not provided. Accordingly, respondent filed a complaint alleging deficiency on the part of the petitioners before the District Consumer Disputes Redressal Forum, Thane (for short, 'District Forum').</p>					

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13	http://www.legalapproach.in/case-details/jid/2668	Mr. Sunil J. Varma Adult, Indian Inhabitant, & Ors vs. The City and Industrial Development Corporation Ltd & Ors dated 2012-10-09 The revision petitioners were Complainants before the District Forum Thane, in Complaint No.184 of 2009. The complaint was allowed by the District Forum, which inter alia directed the two opposite parties to form the cooperative society of the residents and execute the conveyance deed in its favour. The OPs were also directed to pay compensation Rs.5 lakhs each to the Complainants. One of the directions also required OP-2 City and Industrial Development Corporation Ltd. Maharashtra (CIDCO) to regularize the irregular construction and not demand any charges from the Complainants. The appeal filed by OP-2/CIDCO, was allowed by the Maharashtra State Consumer Disputes Redressal Commission and the consumer complaint, as against CIDCO, was dismissed.					
14	http://www.legalapproach.in/case-details/jid/2656	K. Venkat Ratnam vs. S.V.Nageshwara Rao, dated 2012-10-04 This revision petition has been filed by the Builders and Developers, who were opposite parties before the District Forum Rangareddy District, in CC No.158 of 2008. The District Forum had allowed the complaint against the petitioners and ordered refund of the amount paid by the Complainant with 12% interest and Rs.40,000/- compensation. Their appeal was partly allowed by the Andhra Pradesh State Consumer Disputes Redressal Commission, which confirmed the order of the District Forum,					

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		only disallowing the compensation of Rs.40,000/-, which was ordered by the District Forum.					
15	http://www.legalapproach.in/case-details/jid/2637	<p>Gandikota Subba Rao vs. G. Srinath & Ors dated 2012-10-01</p> <p>The case of the complainants, G. Srinath and G. Sridhar, is that they and their father, are the owners of property bearing 461.5 sq.yds. They sold the said property to one, G. Subba Rao, the petitioner/ opp.party, under Registered Sale Deed, dated 25.11.1996. The petitioner is a Builder. He started a multi-storeyed building venture. He agreed to convey undivided and unspecified 2/80th share, equivalent to 11.52 sq.yds of site along with a shop to be constructed by him in the second floor, which was to be named as 'Shyam Sunder Golden Tower', in the plinth area of 240 sq.ft. for a sum of Rs. 80,000/- i.e. Rs.29,000/- for site value and Rs.51,000/- for construction value.</p>					
16	http://www.legalapproach.in/case-details/jid/2643	<p>Singhal Finstock (P) Ltd., & Ors vs. Jaypee Infratech Ltd. & Ors dated 2012-10-01</p> <p>As a matter of fact, the complainants booked two apartments with the opposite parties in joint names and paid Rs. 8 lakh each. These residential plots were booked by the complainants for the residence of directors. Provisional allotment letter was issued in respect of one flat only in August, 2011. Thereafter, there was correspondence between the parties but it did not produce the desired result.</p>					

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17	http://www.legalapproach.in/case-details/jid/2621	M/s. Shree Shridharkrupa Builders vs. Mrs. Kamal Shrawan Rajguru dated 2012-09-20 Brief facts of the case are that complainant filed complaint against the opposite parties and prayed for possession of flat along with compensation. OPs filed their reply and resisted claim.					
18	http://www.legalapproach.in/case-details/jid/2596	Classic Homes Apartment Buyers' Association vs. Buildmore India Ltd & Ors dated 2012-09-13 The complainants, Classic Homes Apartments Buyers' Association (Regd.), and its 88 Members have filed this complaint against the Builders/Opposite Party, Buildmore India Ltd. And its Directors and Subscribers. The OPs introduced themselves as the Builders and Owners of land situated in Village Sadullahbad, Tehsil District Ghaziabad, U.P. The OPs also undertook to build a residential complex on the said land at Loni, District Ghaziabad, U.P. with the name as Classic Homes Apartment. The OPs also advertised for the sale of the said flats in the said Complex to the intending buyers. The Complainants got booked the flats from the OPs and deposited the entire amount. As per Clause 8 of the Agreement entered into between the parties, the OPs undertook to handover the possession of the apartments/flats to most of the intending purchasers, by April, 1999. The said Agreement also stipulates that if there is any delay due to the reasons within the control of the Builder, the Builder will pay interest at the rate of 15% on the amount deposited by the buyer with the builder, for the delayed period.					

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19	http://www.legalapproach.in/case-details/jid/2588	<p>Pushpanjali Farm Owners and Residents vs. Ansal Properties and Industries Ltd. dated 2012-09-11</p> <p>As seen from the complaint petition, the matter arises from a scheme promoted by the Opposite Party/API in 1979, as the Pushpanjali Farms Scheme. It was for development of individual farms on which the OP/API had proposed to build farmhouses for individual owners. The project details included developmental works like roads, water supply, electrification, sewage disposal etc. The scheme also contemplated maintenance of common areas, common facilities and other services, by a maintenance company called Star Estate Management Pvt. Ltd (SEMPL). As per the complaint petition, the scheme originally consisted of 189 Farms of 1.5 acres each, which was later modified to about 78 Farms of approximately of 2.5 acres each.</p>					
20	http://www.legalapproach.in/case-details/jid/2575	<p>M/s Sterling Estates and Properties Ltd. vs. G. Keshav Raj dated 2012-09-06</p> <p>The facts of this case are these. The complainant, G. Keshav Raj and the opposite party/petitioner, M/s Sterling Estates and Properties Limited entered into an agreement wherein it was agreed that the complainant would purchase one flat having a plinth area not exceeding 393 sq. feet in the apartment promoted by the petitioner in the name of 'Sterling Shambu' situated at 5 to 20 Rajalakshmi Avenue, Arcot Road, T.S. No. 269/2, Old Survey No. 87/A/1 Virugambakkam Village, Mambalam Guindy Taluk, Chennai</p>					

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		<p>district for a sale consideration of Rs.3,93,054 for the undivided 327 sq. ft. share of land and Rs.2,28,546/- towards cost of construction of the flat on 13.5.2004. Sale deed was also executed in favour of the complainant for the sale of land. As per the agreement, the petitioner-opposite party was to hand over possession on or before 31.5.2005. It was also stipulated in the agreement that for the delay caused, Rs.2/- per sq. ft. as rental loss would be paid by the opposite party and thereby the possession was given on 29.9.2006 with the delay of 16 months.</p>					
21	http://www.legalapproach.in/case-details/jid/2572	<p>M/s Meridian Promoters Pvt. Ltd & Ors vs. Shri Harish Narayan Raghani & Ors dated 2012-09-05</p> <p>The complainants/respondents purchased a flat bearing No. GF-2 constructed by the opposite parties/petitioners under an agreement to sale for consideration of Rs.35 lakh on 16.11.2005. The sale deed was also executed in their favour. During June,-July, 2007, the complainants informed the opposite parties that flat No. GF-2 had started developing seepage in their masters bedroom's bathroom upon which the petitioners rectified the defect at their own cost. The complainants also sent a letter of thanks on 29.12.2008 but again complained the problem of seepage in the same letter. The opposite parties replied that the said problem cropped up because the complainants had carried out certain internal works which fact transpired at the time of their investigation. Legal notice was sent and replied. Ultimately, the complaint was filed before the District</p>					

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		<p>Forum at Vishakhapatnam praying that the opposite parties be directed to rectify the seepage problem or to pay a sum of Rs.2 lakh and to pay a sum of Rs.3 lakh towards loss/damages and for mental agony suffered by the complainants and also to pay a sum of Rs.5,000/- towards cost of litigation. The opposite parties contested this case. 2. The District Forum allowed the complaint directing the opposite parties to get the defects in the complainant's apartment rectified at their own cost within three months, failing which they shall pay a sum of Rs.1 lakh with interest @9% per annum from the date of order till the date of payment. It also awarded the compensation in the sum of Rs.50,000/- in favour of the complainants.</p>					
22	http://www.legalapproach.in/case-details/jid/2566	<p>Arun Khanna vs. Smt. Shashi Sharma & Ors dated 2012-09-04 The parties entered into an Agreement wherein it was agreed that petitioner/Builder would construct first and second floors and renovate the ground floor of the premises, bearing No. 5/3, Punjabi Bagh Extn, New Delhi, belonging to the complainants who are five in number and are siblings. The complainants sent notice dated 13.03.2009 to the petitioner. In lieu of that, the OP was to have with him the First Floor and he was to supply 'C' and 'D' Forms and the Completion Certificates to the complainants after obtaining them from the concerned authorities. The petitioner constructed and occupied the First Floor but left the Second Floor unfurnished and he did not renovate the Ground Floor. Thereafter, the</p>					

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		complaint was filed where a sum of Rs.43,10,000/- along with interest @ 18% p.a. from the date of filing of this complaint till its realization was claimed.					
23	http://www.legalapproach.in/case-details/jid/2567	<p>Raghava Estates Ltd. vs. Vishnupuram Colony & Ors dated 2012-09-04</p> <p>The complainant , Association gave a detailed notice as there were lot of defects in the above said facilities. The BT roads laid in the colony are of ½ (half) inch thickness which show that the roads are for namesake and of sub-standard. The petitioner was bound to lay 60 ft. road between the First and Second phases but it neither formed 60 ft. road nor left sufficient margins to manifest the 60 ft. road. As a matter of fact, it formed 31 ft. road but left 18 ft. BT road and this is not even in semblance for the road for the remaining 29 ft. The outline for underground drainage was not yet formed and the Builder did not follow the mandatory Rules and Regulations of the VGTM Urban Development Authority/Respondent No.2. The complainant, therefore, got issued a recall notice to the VGTM Urban Development Authority, to take necessary action against the Builder. The Builder did not maintain the level for proper flow of drainage, which resulted in blockage in chambers due to reverse flow, getting stagnated and overflowing into the vacant flats of the colony. It is also alleged that the Builder formed BT roads in March, 2004 and the drainage work continued till March, 2004, half-finished. The request made by the Complainant to rectify the defects did not ring the bell.</p>					

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24	http://www.legalapproach.in/case-details/jid/2547	<p>National Insurance Co. Ltd. vs. Shri Giriraj Proteins dated 2012-09-03</p> <p>The relevant facts of this case that will be required to be noticed lie within a short compass. Respondent/complainant was running a flour mill in Shriram Builders Compound, Opp. Maruti Pulse Pvt. Ltd. Dahod, Chakalia Road, District Dahod. Plastic and gunny bags were used by the complainant for packing of different products. The packed material was kept in storage place in the premises of the complainant. The complainant had obtained the insurance policy for machinery, goods, stock, packing material, etc., for the period from 08.06.2002 to 07.06.2003 for a sum of Rs.62,00,000/- which also covered the risk of earthquake and terrorism. He had also taken loan from Dahod Co-operative Bank for transacting the above said business.</p>					
25	http://www.legalapproach.in/case-details/jid/2559	<p>M/s. Omaxe Limited, SCO vs. Amit Mishra dated 2012-09-03</p> <p>The builder/revision petitioner failed to deliver the flat within the stipulated period and therefore the Complainant sought refund of the amount paid by him. The entire deposit of Rs.12.9 lakhs was refunded to him by the revision petitioner, through two cheques of 8.12.2010. However, this payment was made without any interest on this amount. Therefore, a consumer complaint was filed before the District Forum Chandigarh on 3.1.2011 stating that:- "That although the opposite party has reimbursed the principal amount of the said flat but has not paid processing fee charges as has</p>					

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		<p>been charged by the bank for processing of the housing loan and has not paid any interest on the total paid consideration amount of the plot whereas the complainant is fully entitled for the interest @ 24% P.A. Accordingly, the complainant again represented and requested the opposite party to pay the interest by making representation dated 14.12.2010 but no action on the same has been taken till the date. Hence this complaint.</p>					
26	http://www.legalapproach.in/case-details/jid/2533	<p>M/s. Sunil Mantri Reality Ltd. vs. K. Sreelatha dated 2012-08-27 Facts as emerges from record are that respondents/complainants in order to own a flat in Bangalore approached petitioner/opposite party and entered into sale and construction agreement, dated 14/11/2008 for purchase of Flat No.212 on 2nd Floor of Tower-2 Block in the project "Manthri Royal" along with one covered car parking in the basement floor for total sale consideration of Rs.37,70,247/-. At the instance of the petitioner, respondents paid Rs.1,00,000/- on 07/11/2008 and Rs.17,00,000/- on 14/11/2008, towards part of the sale consideration and agreed to pay the balance of sale consideration of Rs.19,70,247/- as and when demanded by the petitioner after completion of particular stage of construction and handing over the possession of the property. As per terms of the sale and construction agreement, petitioner failed to complete the construction work and even after lapse of three years from the date of agreement, failed to complete and hand over the possession of the property. In spite of</p>					

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		several requests made to the petitioner which it did not consider, as a result respondents virtually lost interest in buying the schedule property from the petitioner. Realizing the fact that there will be a further delay in completing the project and handing over of the possession of the property, respondents requested the petitioner to refund the amount paid by them to the extent of Rs.18,00,000/- as they are willing to buy an apartment for their own elsewhere. Even though petitioner has sent an 'e'mail on 07/08/2011 informing the respondents that refund of cheque would be ready by 16th of August, 2011, but it failed to refund the amount. Therefore, respondents filed complaint before the District Forum.					
27	http://www.legalapproach.in/case-details/jid/2515	Ganesh Developers & Builders & Ors vs. Hill View Welfare Association dated 2012-08-16 Ganesh Developers and Builders, petitioner No. 1, the builder had constructed flats known as 'Hill View Apartments', Sahastradhara Road, Dehradun. Hill View Welfare Association, the respondent purchased flats from the petitioner. There were some shortcomings in the buildings. The petitioner denied the said allegation. The respondent filed a complaint before the State Commission praying for an amount of Rs.98,41,000/- or in the alternative, the petitioner should be directed to repair the shortcomings in the building.					
28	http://www.legalapproach.in/case-details/jid/2494	M. Lakshma Reddy vs. M/s Vishnu Homes and Builders dated 2012-08-13 This revision petition challenges the order dated 27.08.2009 of the Andhra Pradesh State					

S. No.	Link	Fact of the Cases	Citation	Forum	Case No.	Date of Judgement	Judgement with theme
		Consumer Disputes Redressal Commission, Hyderabad (in short, 'the State Commission') in First Appeal no. 1136 of 2006. By this order, the State Commission marginally enhanced the amount awarded by the District Consumer Disputes Redressal Forum III, Hyderabad (in short, 'the District Forum') to the petitioners in complaint case no. 254 of 2004 filed by the petitioners.					
29	http://www.legalapproach.in/case-details/jid/2469	<p>Sharma Realty Pvt. Ltd. & Ors vs. Mr. Pawan Kumar Kamlesh Tripathi & Ors dated 2012-08-03</p> <p>The brief facts of the case, as seen from the record, are that under an agreement of 27.5.2003, OP-5 had given the development rights over his land to OP-1. In the apartments blocks proposed for construction, flat No.406 was booked by the Complainant for a total consideration of Rs.14.82 lakhs. An agreement of sale was executed by OP-1 in favour of the Complainant. A loan of Rs.14 lakhs was sanctioned by ICICI Bank. Rs.4.8 lakhs was released directly by the Bank to the builder reportedly, in response to the demand letter of 30.12.2005.</p>					
30	http://www.legalapproach.in/case-details/jid/2396	<p>Shivalik Vihar Sites Pvt. Ltd. & Ors vs. Gurcharan Singh dated 2012-07-09</p> <p>Brief facts are that Consumer Complaints were filed by respondents/complainants on the grounds that petitioners/OPs launched a scheme for selling their apartments, under the name and style of "Shivalik Apartments". On being convinced by the OP No. 6(in the original Consumer Complaint) respondents deposited a</p>					

S. No.	Link	Fact of the Cases	Citation	Forum	Case No.	Date of Judgement	Judgement with theme
		<p>sum of Rs. 9,78,129/- for allotment of a flat. As per Clause 4 of the allotment letter dated 7.1.2006, petitioners were to hand over the possession on or before 7.2.2007 but they failed to do so. Later on, respondents came to know that petitioners were not having the permission from Punjab Govt. for building residential apartments. Respondents approached petitioners a number of times but they flatly refused, either to hand over possession of the flat or refund the amount. The aforesaid acts of the petitioners amount to deficiency in rendering service and indulgence into unfair trade practice.</p>					
31	http://www.legalapproach.in/case-details/jid/2389	<p>M/s Purusharath Builders Pvt. Ltd. vs. M/s Uppal Housing Ltd. & Ors dated 2012-07-05 The facts germane to the abovesaid Complaint are as follows. On 08.04.2006, the complainant, M/s Purusharath Builders Pvt. Ltd. booked a Pent House measuring 3200 sq. ft. for a consideration of Rs. 23,74,560/- from the opposite parties. The opposite parties assured the complainant that the Pent House would be handed over by June, 2008. The opposite parties took time for getting permission from MCD but there was no construction activity on the sight till 03.10.2007. The opposite parties were asked to return the money alongwith interest @ 18% on the amount deposited by the complainant. The opposite parties put off the matter on one protest or the other. Vide their letter dated 13.08.2008, it was represented that sanctions as required had still not received. There was lot of correspondence between the parties. The</p>					

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		opposite parties sent a copy of the approval of building plans from MCD dated 13.08.2009 and the complainant was informed that the project would be launched within 2-3 months. Several requests were made to the opposite parties to do the needful but the opposite parties waddled out of their commitment.					
32	http://www.legalapproach.in/case-details/jid/2378	<p>Satish Kumar Gajanand Gupta vs. M/s Srushti Sangam Enterprises (India) Ltd & Ors dated 2012-07-03</p> <p>Admittedly, the complainant, a resident of Delhi, is a businessman. His business, apart from Delhi, extends to Mumbai. It is his own case that in order to save on the expenditure incurred by him on his stay in hotels at Mumbai during his business trips, he was interested in buying some flats in Mumbai. He booked two flats with the opposite party-builder and paid Rs.33,86,400/- for Flat No. 104 on 1st floor, B-Wing, Building No. 92, Srushti Parivar, 13th Road, Tilak Nagar, Chembur, Mumbai and further paid Rs.30,00,000/- for Flat No. 105 in the same building on 29th of August, 2008. The parties entered into sale agreement as well, according to which the possession was to be handed over by December, 2010. However, despite repeated visits to Mumbai and personally approaching the opposite party-builder, they have failed to deliver the possession of the flats. Contending that this amounts to gross deficiency in service and unfair trade practice, the counsel submits that it is a fit case for notice being issued to the opposite parties</p>					

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33	http://www.legalapproach.in/case-details/jid/2342	<p>Kishori Lal Bablani vs. M/s Aditya Enterprise & Others dated 2012-05-29</p> <p>The above-named complainant has filed the present complaint alleging deficiency in service and adoption of unfair trade practice by the opposite party-builder in not handing over the possession of the agreed flat no.705-B, VIIth Floor measuring 1393 sq. ft. at Pranik Chambers, Saki Naka, Saki Vihar Road, Mumbai by the stipulated period of 13.12.2006 or till date despite having received the full consideration of the flat amounting to Rs.40,75,000/-. The complainant has claimed the following reliefs:</p>					
34	http://www.legalapproach.in/case-details/jid/2280	<p>Sadashiv Gopinath Kirad vs. Smt. Suman Mohan Thekedar dated 2012-05-15</p> <p>Petitioner who was the Opposite Party before the District Forum has filed this Revision Petition against the order and judgment dated 15.10.07 passed by the State Consumer Disputes Redressal Commission, Maharashtra (in short, 'the State Commission') in appeal No.373/03 whereby the State Commission upholding the order of the District Forum has partly allowed the appeal and directed to the Petitioner to refund amount of Rs.1,05,127.50 to the Respondent towards the cost of lesser built up area of 140.17 sq. ft. along with interest @ 9% p.a. from 13.4.98 till the date of realization. Rs.25,000/- were awarded towards compensation for mental agony and Rs.5,000/- for cost of litigation. FACTS:- Respondent/Complainant entered into an agreement on 3.06.96 with the Petitioner</p>					

S. No.	Link	Fact of the Cases	Citation	Forum	Case No.	Date of Judgement	Judgement with theme
		<p>builder for purchase of flat No. 3 having built up area of 714 sq. ft. on the third floor of the building located at C.T.S. No.405 Somwar Peth Pune-2. In clause 2 of the said agreement, "built up area" was clearly defined to mean and include outer area of the flat including stair case and the area under all the walls and area of balconies, all rooms passages, toilets, W.C.L. area below the kitchen otta, tiles, skirtings, door jams etc. along with the proportionate share in common parking in the said building. At the time of taking possession of the flat, Respondent was given a report of Architect Shashikant Pethe who stated in his report that the building was ready for occupation and the net carpet area of the flat in question was 395.00 sq. ft. and built up area including stair elevational treatment was 714 sq. ft. One Mr. Gopal Chandorkar, Architect had taken the measurement of the flat in possession of the Respondent and stated that the built up area of the flat was 565.00 sq. ft against the agreed built up area of 714 sq. fts. as per agreement. Respondent filed the complaint before the District Forum alleging that he paid the entire amount of consideration but has been given lesser built up area of 565.00 sq. ft. as against the built up area of 714 sq. ft. as agreed between the parties. That there were certain other defects in the flat. Petitioner, on being served, entered appearance and filed his reply denying all the allegations made in the complaint.</p>					
35	http://www.legalapproach.in/case-	Jaswant Industries vs. Chander Prakash Dewra dated 2012-04-24					

S. No.	Link	Fact of the Cases	Citation	Forum	Case No.	Date of Judgement	Judgement with theme
	details/jid/2307	The Consumer Complaint No.7 of 2009 was filed by one Shri Chander Prakash Dewera before the Rajasthan State Consumer Disputes Redressal Commission. The case of the Complainant was that he had purchased a new Bus chasis of Tata Company and given the same to OP M/s Jaswant Industries, Jodhpur, Rajasthan, for building the bus body with customize fittings. The declared purpose was to use this vehicle for intensive campaigning during the fourth coming elections to the State Legislative Assembly. The OP, being a professional bus body builder, had agreed to deliver the same in June, 2008 but actually delivered the vehicle in October, 2008. Allegedly, a total payment of Rs.20.75 lakhs had also been made to the OP for this purpose.					
36	http://www.legalapproach.in/case-details/jid/2308	Mr. Vasant Shankar Toraskar vs. M/s. Shreeji Builders dated 2012-04-23 This appeal has been filed against the order of the Maharashtra State Consumer Disputes Redressal Commission in Complaint No.207 of 2003. The facts of the case, as seen from the record, are that there was an agreement between the Complainants on the one side and M/s. Virendra Tiwari and Chandershekhar Rane, on the other. In this agreement, executed on 26.11.1987					
37	http://www.legalapproach.in/case-details/jid/2315	Narendra K. Sodhi vs. Nandini N. Jadhav dated 2012-04-16 Respondents/complainants have filed twenty complaints against the petitioner, who is builder, on the ground that respondents are in possession of their various respective flats after					

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		having paid the consideration amount to the petitioner as per agreements made between the parties. However, petitioner did not issue a permanent possession letter to occupation certificate to the flat purchasers. Petitioner after having received the consideration amount has failed to comply with the conditions mentioned in the Registered Agreement in its clause of amenities					
38	http://www.legalapproach.in/case-details/jid/2320	Union of India vs. Smt. N. Nethravathi dated 2012-04-12 Respondent (complainant before the District Forum) had filed complaint against the present petitioners (opposite parties before the District Forum) stating that she has invested Rs.30,000/- in Indra Vikas Patra. However, the original certificates were lost and facts about the loss was reported to the Police Station. After maturity, when respondent made a claim for payment of the money, the same was rejected.					
39	http://www.legalapproach.in/case-details/jid/2330	M/s Daddys Developers & Builders vs. Sri S. Kannan dated 2012-04-04 Challenge in this revision petition is to the order dated 19.09.2011 passed by the Karnataka State Consumer Disputes Redressal Commission, Bangalore ('State Commission' for short). By its order, the State Commission dismissed the appeal filed by the petitioner against the order dated 03.08.2011 passed by the Additional District Consumer Disputes Redressal Forum, Seshadripuram, Bangalore ('District Forum' for short) by which the District Forum had accepted the complaint of the					

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		respondent in terms of the following order.					
40	http://www.legalapproach.in/case-details/jid/2209	<p>Nitin Mehta vs. Prashant Kumar Vijay Kumar Jain dated 2012-03-01</p> <p>With advantage, facts as well as decision of First Appeals No. 245 and 246 of 2008 are reproduced as under; “The original complainants before the State Commission have filed these appeals against the order dated 8.04.08 passed by the Maharashtra State Consumer Disputes Redressal Commission, Mumber (in short ‘the State Commission) in complaint case nos. 139 & 140/08. The complaints before the State Commission were filed alleging deficiency in service on the part of the opposite party builder on several counts, viz, that after receipt of the substantial amount, i.e., more than 50% of the sale consideration of the apartment, the builder failed to execute the registered agreement which is mandatory as per the provisions of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and that the construction was stopped and later on resumed but possession of the apartments was not given to the complainants. The prayers made in the complaint were for the directions to the opposite party builder to execute the mandatory agreement and to hand over the possession of the envisaged flats in the Benzer Tower. It would appear that despite the service of notices on the complaints, the opposite parties chose not to defend the complaints and they were, therefore, proceeded ex parte and the complaints were allowed by the State</p>					

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		Commission					
41	http://www.legalapproach.in/case-details/jid/2213	Shivdarshan Builders & Developers vs. Sanjiv S/o Somaji Barai dated 2012-01-25 Brief facts of this case are that respondents (who were complainants in the District Forum) filed a complaint under Section 12 of the Consumer Protection Act, 1986 (for short as 'the Act') against petitioners/opposite parties. It has been alleged by respondent no.1 that he is a teacher and respondent no.2 is his wife. Petitioners are doing the business of constructing Apartments. They had decided to construct Apartments and shops on Plot No.11 and 12 of Budhulkheda Street Scheme of Nagpur Improvement Trust at Mouza Dighori Nagpur and the said scheme was named as "Shivdarshan Apartments". Respondent no.1 decided to purchase Apartment No.T-3 and Respondent no.2 has decided to purchase Shop No.F-2 in the said scheme. The price thereof was Rs.7,00,000/- and Rs.4,00,000/- respectively and the agreement to execute Sale Deed of Shop and Apartment was done. It is further stated by respondents that from time to time they had paid total Rs.11,000,00/- to the petitioners but they have not executed sale deeds.					
42	http://www.legalapproach.in/case-details/jid/2181	Chabi Das vs. Ranjit Kr. Chowdhury & Ors dated 2012-01-04 Facts of the case, in brief, are that the petitioner/developer had entered into an agreement for sale of a flat to be constructed by him to the respondent no.1/complainant for a cost of Rs.3,60,000/-. He had already					

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		received a sum of Rs.3,30,000/- and on account of the non-payment of the balance amount of Rs.30,000/-, the petitioner not only revoked the sale agreement but also sold the said flat to a third party. Obviously, being aggrieved the respondent no.1/complainant approached the District Forum, who, as stated above, not only directed the petitioner to refund the amount already paid by the complainant with interest but also awarded a compensation of Rs.3,00,000/- for the injustice and deficiency perpetrated by the petitioner. Aggrieved with the said decision of the District Forum, the petitioner had filed an appeal before the State Commission, which too, as stated above, has been dismissed with a cost of Rs.1000/-.					
