

Certified To be True Copy
Section Officer
National Consumer Disputes
Redressal Commission
New Delhi-110023

IN THE NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION
AT NEW DELHI

CONSUMER COMPLAINT NO. 3023 OF 2017

WITH

IA NO. 14238 OF 2019

(Condonation of delay)

Virender Kumar Kataria,
354/11, Gaon Village,
Near Rivoli Garden,
Sheetla Mata Mandir
Gurgaon

Haryana-122001

...Complainant

Versus

1. M/s. BPTP Ltd,
BPTP Crest,
15, Udyog Vihar,
Phase IV, NH -8
Gurgaon
Haryana
2. M/s. Countrywide Promoters Pvt. Ltd.
M-11, Middle Circle,
Connaught Circus,
New Delhi-110001

...Opposite Parties

CONSUMER COMPLAINT NO. 339 OF 2018

1. Ajay Mirza
S/o T. K. Mirza
R/o H.No.242-C, SFS,
Sheikh Sarai Phase-1,
Malviya Nagar
New Delhi-17

At Present:-
4812, Townes Road MN 55424
Edina USA



Through its attorney holder:

Sh. R. L. Peer
C/o Peer & Co.
R-8, Ground Floor,
South Extension Part-II
New Delhi-110049

2. Smt. Shanti Mirza,
W/O Shri T.K. Mirza,
R/O H.No. 242-C
SFS, Sheik Sarai Phase I,
Malviya Nagar,
New Delhi -110017

.. Complainants

Versus

1. M/s BPTP Ltd.,
M-11, Middle Circle,
Connaught Circus,
New Delhi.
2. M/s Countrywide Promoters Pvt. Ltd.
M-11, Middle circle,
Connaught Circus,
New Delhi.
3. M/s Precision Infrastructure Pvt. Ltd.,
M-11, Middle Circle,
Connaught Circus,
New Delhi
4. M/s Durzba Overseas Pvt. Ltd.,
M-11, Middle Circle,
Connaught Circus,
New Delhi
5. M/s Visual Builders Pvt. Ltd.,
I-202, 2nd Floor, Parsvnath Gardenia,
Sector-61,
Noida U.P

... Opp. Parties



CONSUMER COMPLAINT No.340 OF 2018

1. Ajay Mirza
S/o T. K. Mirza
R/o H.No.242-C, SFS,
Sheikh Sarai Phase-1,
Malviya Nagar
New Delhi-17

At Present:-
4812, Townes Road
MN 55424,
Edina USA

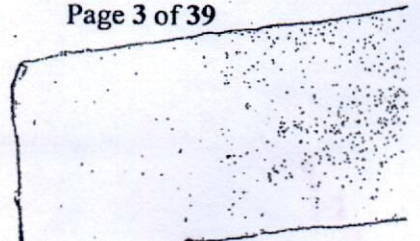
Through its attorney holder
Sh.R. L. Peer
C/o Peer & Co.
R-8, Ground Floor,
South Extension Part-II
New Delhi-110049

2. Smt. Shanta Mirza
W/o Sh. T.K.Mirza
R/o H.No.242-C, SFS,
Sheikh Sarai Phase-1,
Malviya Nagar
New Delhi-17

... Complainants

Versus

1. M/s BPTP Ltd.,
M-11, Middle Circle,
Connaught Circus,
New Delhi.
2. M/s Countrywide Promoters Pvt. Ltd.
M-11, Middle circle,
Connaught Circus,
New Delhi.
3. M/s Precision Infrastructure Pvt. Ltd.,
M-11, Middle Circle,
Connaught Circus,



New Delhi

4. M/s Durzba Overseas Pvt. Ltd.,
M-11, Middle Circle,
Connaught Circus,
New Delhi
5. M/s Visual Builders Pvt. Ltd.,
I-202, 2nd Floor, Parsvnath Gardenia,
Sector-61, Noida U.P

...Opposite Parties

CONSUMER COMPLAINT NO. 1130 OF 2018

1. Mr. Krishan Lal Arora
S/o Late Sh. Ram Lal Arora
R/o A-35, Meera Bagh,
Paschim Vihar
New Delhi-110087
2. Mrs. Seema Arora
W/o Sh. Krishan Lal Arora
R/o A-35, Meera Bagh,
Paschim Vihar
New Delhi-110087

...Complainants

Versus

M/s BPTP Ltd.,
(Through its Managing Director)
M-11, Middle Circle,
Connaught Circus,
New Delhi.

...Opposite Party

CONSUMER COMPLAINT NO.1204 OF 2018

Habib Chowdhary
S/o- Late Mr. Fateh Mohammad Chowdhary,
R/o-Opp. Apsara Theatre,
Gandhi Nagar, Jammu,
J&K -18000

....Complainant

Versus

Consumer Complaint No. 3023/2017 and connected matters

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1. M/s BPTP Ltd.,
M-11, Middle Circle,
Connaught Circus,
New Delhi.
2. M/s Countrywide Promoters Pvt. Ltd.
M-11, Middle circle,
Connaught Circus,
New Delhi.

...Opposite Parties

CONSUMER COMPLAINT No. 1211 OF 2018

1. Anil Kumar Chaudhary
S/o Sh. Raj Kumar Chaudhary
R/o 38/167, Kiran Path,
Mansarovar,
Jaipur,
Rajasthan
2. Rifaquat Ali Khan Mirza
S/o Late Sh. Yusuf Ali Khan Mirza,
R/o 3rd Floor, E-956, Chittranjan Park,
New Delhi-110019
3. Pranav Mehta,
S/o Sh. Davinder Kumar Mehta,
R/o H-602 Bestech Park View Spa Next,
Sector 67,
Gurgaon-122101 (Haryana)
4. Rohit Arora
S/o Sh. Yashpal Arora
R/o L-89, Sarita Vihar,
New Delhi
5. Shivang Aggarwal
S/o Sh. Vijay Kumar Aggarwal,
R/o G-1 Kamla Nagar,
Agra,
U.P-282005



6. Rohit Lamba,
S/o Anoop Singh Lamba,
R/o A-206 Plot D 2, Shaitan Singh Vihar,
Vidhyadhar Nagar,
Sector 1 -302039

...Complainants

Versus

1. Director/Managing Director
M/s BPTP Ltd.,
M-11, Middle Circle,
Connaught Circus,
New Delhi

...Opposite Parties

CONSUMER COMPLAINT No.1225 OF 2018

WITH

IA NO.9978 OF 2018

(Directions)

1. Rajinder Kaur Arora,
W/o Mr. Jagbir Singh Arora,
R/o 1551, Sector -34D,
Chandigarh,
Punjab.
2. Maninder Arora
D/o Mr. Manjeet Singh,
R/o 1551, Sector -34D,
Chandigarh,
Punjab.

...Complainants

Versus

1. M/s BPTP Ltd.,
M-11, Middle Circle,
Connaught Circus,
New Delhi.
2. M/s Countrywide Promoters Pvt. Ltd.
M-11, Middle circle,
Connaught Circus,
New Delhi.



3. M/s Durzba Overseas Pvt. Ltd.,
M-11, Middle Circle,
Connaught Circus,
New Delhi

4. M/s Visual Builders Pvt. Ltd.,
I-202, 2nd Floor,
Parsvnath Gardenia,
Sector-61,
Noida U.P

...Opposite Parties

CONSUMER COMPLAINT No. 1516 OF 2018

1. MR. V.M Sharma,
R/o B1/1510,
Vasant Kunj,
New Delhi-110070

2. Ms. Renu Sharma
W/o Mr. V. M. Sharma
R/o B1/1510,
Vasant Kunj,
New Delhi-110070

...Complainants

Versus

M/s BPTP Ltd.,
(Through Chairman and Managing Director)
M-11, Middle Circle,
Connaught Circus,
New Delhi.

...Opposite Parties

CONSUMER COMPLAINT No.255 OF 2019

1. Sh. Bimal Kumar,
S/o Sh. V.P. Agarwal,
R/o International Tractors Ltd,
Pankaj Plaza-1,
Karkardooma Commercial Complex,
New Delhi-110092

Consumer Complaint No. 3023/2017 and connected matters

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2. Sh. Ritu Agarawal,
W/o Sh. Bimal Kumar,
R/o International Tractors Ltd,
Pankaj Plaza-1,
Karkardooma Commercial Complex,
New Delhi-110092

...Complainants

Versus

1. M/s BPTP Ltd.,
M-11, Middle Circle,
Connaught Circus,
New Delhi.
2. M/s Countrywide Promoters Pvt. Ltd.
M-11, Middle circle,
Connaught Circus,
New Delhi.

...Opposite Parties

CONSUMER COMPLAINT No.697 OF 2019

Mrs. Kamlesh Gupta,
W/o Dinesh Narain Gupta,
R/o Flat No.222,
Sitaram Apartments,
Patparganj,
I.P.Extension,
Delhi-110092

...Complainants

Versus

1. M/s BPTP Ltd.,
M-11, Middle Circle,
Connaught Circus,
New Delhi.
2. M/s Countrywide Promoters Pvt. Ltd.
M-11, Middle circle,
Connaught Circus,
New Delhi.

...Opposite Parties



CONSUMER COMPLAINT No. 1492 OF 2019

Mr. Paramjit Singh Kohli,
S/o Jasbir Singh Kohli,
R/o Flat No. 2519, Phase-7,
Sector-61, S.A.S. Nagar (Mohali),
Punjab-160062

...Complainants

Versus

1. M/s BPTP Ltd.,
M-11, Middle Circle,
Connaught Circus,
New Delhi.
2. M/s Countrywide Promoters Pvt. Ltd.
M-11, Middle circle,
Connaught Circus,
New Delhi.

.... Opposite Parties

CONSUMER COMPLAINT No. 1598 OF 2019

1. Ravinder Singh Vasu
S/o Joginder Singh Vasu
R/o 344, Neelkanth Apartment,
Sector-13,
Rohini,
Delhi-110085
2. Deepali Singh Vasu,
W/o Ravinder Singh Vasu
R/o 344, Neelkanth Appt,
Sector-13,
Rohini,
Delhi-110085

...Complainants

Versus

1. M/s. BPTP Ltd.,
M-11, Middle Circle,
Connaught Circus,



New Delhi

2. M/s Countrywide Promotors Pvt. Ltd.
M-11, Middle circle,
Connaught Circus,
New Delhi

...Opposite Parties

CONSUMER COMPLAINT No. 1671 OF 2019

1. Jaideep Aggarawal
S/o Sushil Bhushan
R/o B-1/23, Safdarjung Enclave
New Delhi-110029
2. Nandita Aggarawal
W/o Jaidep Aggarawal
R/o B-1/23, Safdarjung Enclave
New Delhi-110029

...Complainants

Versus

1. M/s BPTP Ltd.,
M-11, Middle Circle,
Connaught Circus,
New Delhi.
2. M/s Countrywide Promotors Pvt. Ltd.
M-11, Middle circle,
Connaught Circus,
New Delhi.

...Opposite Parties

CONSUMER COMPLAINT No.1820 OF 2019

1. Vivek Kumar Gupta
S./o Prem Chand Gupta
R/o A-036, Belvedere Park,
DLF, PH-3,
Gurgaon
Haryana.
2. Reena Vivek Kumar Gupta
W/o Vivek Kumar Gupta
R/o A-036, Belvedere Park,



DLF, PH-3, Gurgaon
Haryana.

...Complainants

Versus

1. M/s BPTP Ltd.,
M-11, Middle Circle,
Connaught Circus,
New Delhi.
2. M/s Countrywide Promotors Pvt. Ltd.
M-11, Middle circle,
Connaught Circus,
New Delhi.

...Opposite Parties

CONSUMER COMPLAINT No.1885 OF 2019

Sidharth Sawhney
S/o Sh. Surinder Sawhney,
R/o A-156, Cariappa Marg,
Sainik Farms W6/20,
Sainik Farms,
New Delhi-110062

...Complainants

Versus

1. M/s BPTP Ltd.,
M-11, Middle Circle,
Connaught Circus,
New Delhi.
2. M/s Countrywide Promotors Pvt. Ltd.
M-11, Middle circle,
Connaught Circus,
New Delhi.

...Opposite Parties

CONSUMER COMPLAINT No. 2018 OF 2019

Piyush Maheshwari
S/o Mr. Ram Autar Maheshwari,
R/o B4-701, Parsvnath Exotica,
Golf Course Road,



Sector-53, Gurgaon,
Haryana-122001

...Complainants

Versus

1. M/s BPTP Ltd.,
M-11, Middle Circle,
Connaught Circus,
New Delhi.
2. M/s Countrywide Promotors Pvt. Ltd.
M-11, Middle circle,
Connaught Circus,
New Delhi.

...Opposite Parties

CONSUMER COMPLAINT No. 300 OF 2020

Rajesh Sharma
S/o Late Sh. M. D. Sharma
R/o 16, Shivam Apartment
Sector-15, Rohini
Delhi-89

...Complainants

Versus

1. M/s BPTP Ltd.,
OT-14, 3rd Floor,
Next Door, Parklands
Sector-76, Faridabad,
Haryana-121004

...Opposite Parties

ALONG WITH

- I.A. NO. 2720 OF 2021**
I.A. NO. 2709-2710 OF 2022
I.A. NO. 3714 OF 2022
I.A. NO. 7821 OF 2022
I.A. NO. 10442 OF 2022
I.A. NO. 9978 OF 2018
I.A. NO. 5742 OF 2022
I.A. NO. 3864 OF 2022
I.A. NO. 19939 OF 2019

I.A. NO. 6277 OF 2021



I.A. NO. 2554 OF 2022

I.A. NO. 5294 OF 2022

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STATEMENT, CONDONATION OF DELAY IN FILING THE EVIDENCE

BEFORE :-

HON'BLE MR. JUSTICE R.K. AGRAWAL, PRESIDENT

For the Complainants

Mr. Ayush Dassi, Advocate
Mr. Robin George, Advocate
Mr. Mohd. Zeeshan Ansari, Advocate
Mr. Nitish Banka, Advocate
Mr. Lakshay Manchanda, Advocate
Mr. Pawan Kumar Ray, Advocate
Mr. Vivek Sood, Senior Advocate
Mr. Gopal Jha, Advocate
Mr. Umesh K. Yadav, Advocate

For the Opp. Parties

Mr. Pragyan Pradip Sharma, Advocate
Ms. Nidhi Tewari, Advocate
Mr. Anoop, Advocate

ORDER

(PRONOUNCED ON 4TH DAY OF JANUARY, 2023)

R.K. AGRAWAL, J., PRESIDENT

1. All these Consumer Complaints, under Section 21(a)(i) read with Section 22 of the Consumer Protection Act, 1986 (for short "the Act"), have been filed by

Consumer Complaint No. 3023/2017 and connected matters

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the Complainants, the allottees of Housing Units in a Project, namely, "Terra" (for short "the Project"), to be developed and constructed by the Opposite Parties in Sector 37D, Gurgaon, Haryana, seeking refund of the deposited amounts along with interest and compensation as the Opposite Parties have failed to hand over the possession of the allotted Housing Units to the Complainants in terms of Flat Buyer Agreement executed between the parties.

2. All the Complainants have entered into identical "Agreements to Sell"/"Flat Buyer Agreements" with the Opposite Parties; the facts and question of law involved in their cases are similar, inasmuch as physical possession of the allotted Housing Units, has not been handed over within the committed period and almost similar reliefs in the shape of refund with interest and compensation have been prayed for by all the Complainants.

3. For the sake of convenience, the material facts, enumerated hereinafter, are taken from the Consumer Complaint No. 3023 of 2017 titled as Virender Kumar Kataria vs. BPTP Limited.

4. The brief facts as stated in the Complaint are that the Complainant booked a Residential Unit in the Project, namely, "TERRA" to be developed by the Opposite Parties, namely, BPTP Ltd and M/s. Countrywide Promoters Pvt. Ltd. (hereafter to be referred to as "the Developer") at Sector 37D, Gurugram, Haryana by paying the booking amount of ₹7,00,000/-. The Complainant was allotted Residential Unit No. T-22-1201 (hereinafter to be referred to as "the Unit") vide Allotment Letter dated 10.10.2012 for a total Sale Consumer Complaint No. 3023/2017 and connected matters



Consideration of ₹1,29,96,541/-. Complainant entered into a Flat Buyer Agreement (hereinafter to be referred to as "**the Agreement**") with the Opposite Parties on 02.01.2013. As per Clause 1.6 of the Agreement, the Opposite Parties were under an obligation to deliver the possession of the allotted Unit to the Complainant within a period of 42 months from the date of execution of Flat Buyer Agreement or sanction of Building Plan, whichever was later, extendable by another 180 days as grace period from the date of the signing and execution of the Flat Buyer Agreement that means the possession was to be delivered latest by January 2017. It is averred that the Complainant had paid an amount of ₹1,22,44,231/- i.e. almost 95% of the total Sales Consideration to the Opposite Parties but they have miserably failed to deliver the physical possession of the booked Unit. According to the Complainant, he had paid the amount as and when demand raised by the Developer without any fail. It is further stated that number of communications were sent to the Developer requesting to inform the exact date of completion of the Project and handing over the possession, however, the Developer always gave the false information that the Project will be completed within time. Finally, the Complainant sent a legal notice dated 16.08.2017 to the Developer asking them to refund the deposited amount with compound interest @ 18%. However, the same was not responded to by the Developer. Hence, alleging that the terms of the agreement were unreasonable, arbitrary and one-sided and there was deficiency in service on behalf of the Developer, the Complainant filed the complaint with the following prayers:-



- i. Direct the Opposite Parties to pay all amount paid by the Complainant;
- ii. Direct the Opposite Parties to pay to the Complainant Interest @, 18% per annum on the total paid amount by the Complainant from the date of first payment made by the Complainant till the Filing of Complaint;
- iii. Direct the Opposite Parties to pay to Complainant the sum of Rs. 50,00,000/- (Fifty Lakhs), on account of the physical and mental trauma, mental agony, inconvenience, and hardship suffered by the Complainant due to the delay in the handing over of the possession, due to their arrogant behavior, due to the deficiency in services rendered by the Opposite Parties and due to the unfair trade practices;
- iv. Award pendentlite and future interest at the rate of 18% on the above compensation from the date of filing of the Complaint till the handing over of the possession or the date of refund of payment, as claimed in the present Complaint, to the Complainant;
- v. Direct the Opposite Parties to pay the cost of this Complaint including the legal fees of Rs. 1,51,000/- and expensed incurred for the travelling, etc;
- vi. Direct the Opposite Parties to pay all amounts paid by the Complaint towards additional and increased charges on account of VAT/ Service Tax/ Service Charges/ Stamp Duty/ Other statutory payments, from the committed date of possession (when possession was supposed to be handed over in terms of the Buyer's Agreement)
- vii. Impose exemplary damages on the Opposite Parties for making a mockery of Consumer Laws on account of being habitual defaulter in delivery of possession;
- viii. Pass such other or further order/ directions as this Hon'ble Commission may deem appropriate in the facts and circumstances of this case and in the interests of justice;



Similar or identical relief has been sought by the Complainants in almost all these Complain.

5. Upon notice, the Opposite Parties filed their Written Statement, *inter alia*, denying the contents of the Complaint and raising the Preliminary Objections that; (i) the matter requires to be referred to an Arbitrator as agreed between the parties vide Clause No. 17 of the Agreement; (ii) the Complainant did not fall within the definition of "Consumer" as defined under Section 2 (1) (d) of the Act inasmuch as he had booked the Unit in question for commercial and investment purpose only; (iii) the allegations leveled by the Complainant in the Complaint cannot be decided in summary proceedings and the parties are required to be relegated to a Civil Court and (iv) Complaint is not maintainable before this Commission due to exaggerated claims.

06. On merits, it is contended that the Developer was under an obligation to hand over the physical possession within a period of 42 months from the date of sanction of the Building Plans or execution of the Agreement with a further grace period of 180 days but it was subject to *force majeure* conditions and timely payment of the installments by the Unit Holders. Complainant was a chronic defaulter in making the payment of the due installments which resulted in delay in completion of Project in time; Complainant did not make the payments despite the reminder notices sent on 07.04.2014; 09.05.2014 and 18.04.2016. At the time of booking, Complainant was made clear that in case the Project is delayed he shall be entitled for delayed compensation @₹5/- per Sq. Ft. of the Super

Consumer Complaint No. 3023/2017 and connected matters

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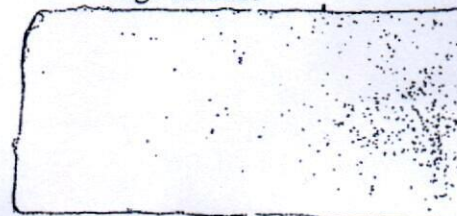


Area Per Month for the period of delay as per Clause 6.01 of the Agreement; In terms of Clause 10 of the Agreement, the Developer was entitled for extension of time if the delay in completion of the Project has occurred due to *force-majeure* conditions; Further, the Complainant was updated about the progress of the Project by various e-mails dated 21.03.2016, 21.08.2017, 04.09.2017 and 13.12.2017 etc. There is no deficiency in service on the part of the Opposite Parties Developer and they have diligently working upon the Project "Terra" and every endeavor is being made to complete the Project and hand over the possession at the earliest. All other averments made in the Complaint have been specifically denied by the Opposite Parties and prayed dismissal of the Complaint with exemplary costs. The Complainant filed its Rejoinder denying all the rival contentions raised by the Opposite Parties in its Reply and reiterating the averments made in the Complaint.

07. The brief facts of the other Complaints are as under:-

CONSUMER COMPLAINT NO. 339 OF 2018

The Complainant was allotted Residential Unit No. T-23-1903, Floor 19, Tower 23 measuring 1998 Sq. Ft. Super Built Up Area. The Flat Buyer Agreement was executed between the parties on 29.03.2013. As per Clause 1.6 of the Agreement, the possession was to be delivered latest by 29.03.2017. Complainant obtained the Home Loan from HDFC Bank and a Tripartite Agreement between the Complainant, Developer and the Bank was executed on 30.04.2013. The Complainant had paid a total amount of ₹71,50,439.60/- to the Consumer Complaint No. 3023/2017 and connected matters



Developer. As the possession was not handed over within the stipulated time, the Complainant requested the Developer to cancel the Agreement and further requested the Bank to recover the amount paid to the Developer, but, there was no response either from the Developer or from the Bank.

CONSUMER COMPLAINT NO. 340 OF 2018

The Complainant was allotted Residential Unit No. T-23-2003, Floor 20, Tower 23 measuring 1998 Sq. Ft. Super Built Up Area. The Flat Buyer Agreement was executed between the parties on 29.03.2013. As per Clause 1.6 of the Agreement, the possession was to be delivered latest by 29.03.2017 including grace period. Complainant obtained the Home Loan from HDFC Bank and a Tripartite Agreement between the Complainant, Developer and the Bank was executed on 30.04.2013. The Complainant had paid a total amount of ₹71,50,439.60/- to the Developer. As the possession was not handed over within the stipulated time, the Complainant requested the Developer to cancel the Agreement and further requested the Bank to recover the amount paid to the Developer, but, there was no response either from the Developer or from the Bank.

CONSUMER COMPLAINT NO. 1130 OF 2018

The Complainants were allotted Residential Unit No. T-22-801 at 8th Floor, Tower No.22 for a total Sale Consideration of ₹1,28,92,645/- vide Allotment Letter dated 10.12.2012. The Flat Buyer's Agreement was executed between the parties on 30.05.2013. As per Clause 1.6 of the Agreement, the possession of

Consumer Complaint No. 3023/2017 and connected matters



the allotted Unit was to be delivered to the Complainant within a period of 42 months from the date of execution of the agreement or sanction of Building Plan. The Complainants had paid an amount of ₹71,55,167.50 i.e. 70% of the total Sales Consideration to the Developer. Vide Demand Letter dated 05.1.2017, the Complainant was asked to pay a sum of 31,56,985.50 . According to the Complainants, as per the Payment Plan, the amount of ₹71,28,117/- was to be paid when the 10th Floor of the Tower has been constructed but since only the 4th floor of the Tower was completed, therefore the Complainants refused to pay the said demand. Complainants attempted to approach the Developer to sort out the issue but there was no response and finally, the Complainants requested the Developer to refund the deposited amount with interest and compensation.

CONSUMER COMPLAINT NO. 1204 OF 2018

The Complainant was allotted Residential Unit No. T-25-104. According to the Complainant, they signed the Flat Buyer Agreement dated 27.11.2012 and forwarded it to the Developer, however, they never signed it and returned back to the Complainant. A fresh Flat Buyer Agreement was executed on 07.05.2014 on adding the name of the father of the Complainant as co-applicant. As per Clause 1.6 of the Agreement, the possession was to be delivered latest by April 2016. However, according to the Developer, the period of 48 months was to be calculated from 07.05.2014. The Complainant had paid a total amount of ₹94,45,207/- to the Developer, however, the possession has not been delivered as promised.



CONSUMER COMPLAINT NO. 1211 OF 2018

This Consumer Complaint has been filed under Section 12 (1) (c) of the Consumer Protection Act, 1986 (in short 'the Act') seeking permission to proceed in a representative capacity for the benefit of the Complainants and all other Unit Holders of the of the Project "TERRA" of the Opposite Party, having common grievances and seeking common reliefs against the Opposite Parties. Vide Order dated 07.06.2018, notice was directed to be issued on I.A.No. 9928 of 2018 seeking permission to file joint complaint on behalf of all the Allottees of Residential Units in the Project, TERRA. Vide Order dated 28.01.2019, the application was allowed and Public Notice u/s 13(6) of the Act read with Order 1 Rule 8 of the CPC, was directed to be published in the Newspapers, namely, Times of India (English) and Navbharat Times (Hindi) having wide circulation in Delhi/NCR.

CONSUMER COMPLAINT NO. 1225 OF 2018

The Complainants were allotted Residential Unit No. T-24-602 at 6th Floor, Tower 24 in the Project by the Allotment Letter dated 27.10.2012. The Flat Buyers Agreement was executed between the parties on 15.01.2013. According to the Complainant, as per Clause 1.6 of the Agreement, the possession was to be delivered latest by 15.06.2016. The Complainants had paid an amount of ₹1,20,67,009/- upto 18.05.2016 out of the total Sales Consideration of ₹1,33,11,226/- to the Developer. It is stated that despite various letters and



number of visits to the Office, the Developer has failed to deliver possession within the stipulated time.

CONSUMER COMPLAINT NO. 1516 OF 2018

On the assurance of the authorized representative of India Homes, the Authorized Broker of the Developer that they have the arrangement with the Developer to offer discounted rate of booking under the pre-launch offer of the Project, the Complainants booked a Residential Unit with the Developer. It was informed to the Complainants that to avail the discounted Basic Sales Price @ ₹5050/- per sq. ft. instead of ₹5,250/- per sq. ft. they are required to pay a booking amount of ₹10,00,000/- instead of Actual Booking amount of ₹7,00,000/- . Accordingly, the Complainants issued two cheques of ₹8,00,000/- and ₹2,00,000/- to them for booking of a 4 BHK Unit in the TERRA Project and signed the Provisional Allotment on 12.08.2012. However, the Complainants received a communication from the Developer on 27.08.2012 acknowledging receipt of ₹8,00,000/- only without mentioning any discounting rate of the Unit and terms and conditions of the Allotment. On 22.10.2012, the Complainants received a demand letter from the Developer for ₹16,30,684/-. The Complainants tried to contact the Authorized Dealer but no response. The Complainants were invited to select a Unit and they selected Unit No. T-22, 702 for allotment on 26.10.2022. Thereafter, vide demand letter dated 08.11.2012, the Complainants were called for to make the payment of ₹46,66,208.10/- however, the Complainants were still not informed about the Discounted Basic Price of the Consumer Complaint No. 3023/2017 and connected matters



Unit. The Complainants brought the issue in the knowledge of the Authorized Dealer but were advised to make the payment and issue would be resolved later on. Hence, vide Letter dated 16.11.2012, the Complainants enquired about the procedure of withdrawal from the Scheme from the Developer. The Complainant was sent two copies of the Flat Buyers Agreements with an instruction to return the same after signature within 30 days otherwise the Allotment will be cancelled and the Earnest Money and non-refundable amount would be forfeited. However, the Complainant did not sign the said Agreement. Therefore, on 07.12.2012 the Complainants received a communication from the Developer mentioning basic Rate as ₹5,250/- per sq. ft. On taking the matter with the Authorized Dealer, the Complainants were informed that the booking was done at the basic price of ₹5050/- per sq. ft. and the scheme was covered from Subvention to Construction Linked Plan, however, there was no written confirmation in this regard. The Complainants made all the attempts to resolve the issue with the Developer and their Authorized Dealer but in vein. Finally, the Complainants received a letter dated 10.07.2013 from the Developer unilaterally rejecting their booking application and forfeiting the booking amount. Complainants have filed the complaint seeking refund of ₹8,00,000/- with interest and compensation.

CONSUMER COMPLAINT NO. 255 OF 2019

The Complainants were allotted Residential Unit No. T-25-1603 at 16th Floor, Tower 25 in the Project by the Allotment Letter dated 07.12.2012 under the subvention Plan. The Complainants also obtained the Home Loan of Consumer Complaint No. 3023/2017 and connected matters



₹1,05,65,064/- from the HDFC Limited and a Tripartite Agreement was executed on 11.01.2013. Subsequently, the Flat Buyer's Agreement was executed between the parties on 18.01.2013. According to the Complainant, as per Clause 1.6 of the Agreement, the possession of the allotted Unit was to be delivered latest by 17.01.2017 including the grace period of 180 days. It is averred that the Complainants had paid an amount of ₹1,26,87,540.45 i.e. almost 96.07% of the Total Sale Consideration of ₹1,32,96,331/- to the Developer, however, the Developer have miserably failed to deliver the possession of the Unit on the committed date. The Complainants made various inquiries from the Developer regarding stage of construction and the date of delivery of the possession of the Unit but there was no positive response from the Developer and as a result, the present Complaint has been filed seeking refund with interest and compensation.

CONSUMER COMPLAINT NO. 697 OF 2019

In this Complaint, the Complainant, Kamlesh Gupta was allotted Residential Unit No. T-22-403 at Tower 22 in the Project known as TERRA by the Allotment Letter dated 06.12.2012 for a total Sale Consideration ₹1,09,95,307.50 under the Construction Linked Plan. It is alleged that with malafide intension, the Developer offered the Complainant to sign the Flat Buyer's Agreement on 11.09.2014 after two years of the booking. In terms of Clause 1.6 of the Agreement, the possession of the allotted Unit was to be delivered to the Complainant by the Developer latest by 11.03.2018 i.e. after 42 months from the date of execution of the Agreement. As per the Agreement, the Consumer Complaint No. 3023/2017 and connected matters



Developer was also entitled for a grace period of 180 days. The Complainant had paid an amount of ₹1,02,05,023.97 out of the Total Sale Consideration of ₹1,09,95,307/- to the Developer but still the Developer have miserably failed to keep its promise to deliver the possession of the Unit on the committed date. It is stated that the Complainant has lost her faith in the Developer and prays for refund of the deposited amount with interest and compensation.

CONSUMER COMPLAINT NO. 1492 OF 2019

The Complainant was allotted Residential Unit No. T-22-1602 in Tower 22 in the Project by the Allotment Letter dated 10.12.2012 under the Construction Linked Plan for a total Sale Consideration of ₹1,32,06,331/-. The parties entered into Flat Buyer's Agreement on 17.01.2013. As averred by the Complainant, in terms of Clause 1.6 of the Agreement, the possession was to be delivered latest by 17.07.2016. The Complainant had already paid an amount of ₹73,51,740.38 to the Developer but still they have failed to keep their promise to deliver the possession of the allotted Unit as per stipulated time. It is stated that despite various letters and number of visits to the Office, the Developer has failed to inform the exact date of completion of the Project and to hand over the possession of the Unit.

CONSUMER COMPLAINT NO. 1598 OF 2019

The Complainants were allotted Residential Unit No. T-23-1701 in Tower 23 in the Project by the Allotment Letter dated 07.12.2012 for a total Sale Consideration of ₹1,04,62,642 under the subvention Plan. It is averred that Consumer Complaint No. 3023/2017 and connected matters



before executing the Flat Buyer's Agreement on 07.01.2013, a substantial amount was demanded by the Developer which was paid by the Complainants. It is stated that most of the terms of the Agreement are arbitrary, one-sided, unjust and in favour of the Developer. As per terms of the Agreement, the possession of the allotted Unit was to be delivered within a period of 42 months from the date of execution of the agreement or sanction of the Building Plan. The Agreement was executed on 07.01.2013 and the Building Plans were sanctioned on 21.09.2013. Hence, the booked Unit was supposed to be handed over to the Complainants latest by 07.07.2016. According to the Complainants, they had made a payment of ₹79,06,290 to the Developer, however, the Developer have completely failed to deliver the possession of the Unit to them. It is further stated that the Complainants are no more interested in the Project now and want the refund of the deposited amount with interest and compensation.

CONSUMER COMPLAINT NO. 1671 OF 2019

The Complainants, husband and wife, were allotted Residential Unit No. T-23-1202 at 12th Floor in Tower 23 in the Project by the Allotment Letter dated 07.12.2012 under the Construction Linked Plan for a total Sale Consideration of ₹1,10,84,084/-. The parties entered into Flat Buyer's Agreement on 05.12.2012. As averred by the Complainant, in terms of Clause 1.6 of the Agreement, the possession was to be delivered latest by 06.06.2016. The Complainant had already paid an amount of ₹38,17,843/- to the Developer but still they have failed to keep their promise to deliver the possession of the allotted Unit as per Consumer Complaint No. 3023/2017 and connected matters



stipulated time. Complainants have prayed for refund of the deposited amount with interest @ 18% p.a. as the Developer was charging the same rate of interest for default in payment.

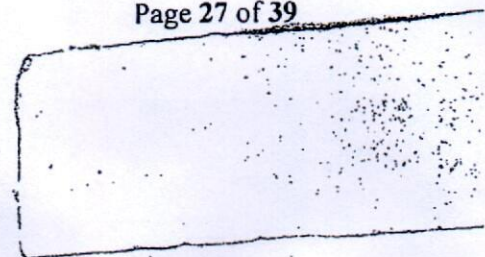
CONSUMER COMPLAINT NO. 1820 OF 2019

The Complainants, husband and wife, were allotted Residential Unit No. T-24-601 at 6th Floor in Tower 24 in the Project by the Allotment Letter dated 07.12.2012 under the Subvention Plan for a total Sale Consideration of ₹1,29,96,541/-. The parties entered into Flat Buyer's Agreement on 24.12.2012. As averred by the Complainant, in terms of Clause 1.6 of the Agreement, the possession was to be delivered latest by 24.06.2016. The Complainant had already paid an amount of ₹1,24,70,427/- to the Developer but still they have failed to keep their promise to deliver the possession of the allotted Unit as per stipulated time. It is stated that vide email dated 02.02.2017, the Developer has assured to the Complainants that in case of delay in transfer of possession they would compensate the Complainants, however, no compensation has been paid so far. The Complainants had earlier filed a Complaint against the Developer before the Haryana Real Estate Regulatory Authority under RERA Act 2016 but thereafter an application was filed for withdrawal of the complaint which is pending for consideration. In the present Complaint, Complainants have prayed for refund of the deposited amount with interest @ 18% p.a. as the Developer was charging the same rate of interest for default in payment.

CONSUMER COMPLAINT NO. 1885 OF 2019

Consumer Complaint No. 3023/2017 and connected matters

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The Complainant was allotted Residential Unit No. T-23-502 in Tower 23 in the Project by the Allotment Letter dated 06.12.2012 under the Construction Linked Plan for a total Sale Consideration of ₹1,10,84,084/-. The parties entered into Flat Buyer's Agreement on 26.12.2012. As averred by the Complainant, in terms of Clause 1.6 of the Agreement, the possession was to be delivered latest by 26.06.2016. The Complainant had already paid an amount of ₹1,01,09,738.38/- out of the total Sales Consideration of ₹1,10,84,084/- to the Developer but still they have failed to keep their promise to deliver the possession of the allotted Unit as per specified date. The Complainant had earlier filed a Complaint against the Developer before the Haryana Real Estate Regulatory Authority under RERA Act 2016 but thereafter an application was filed for withdrawal of the complaint. In the present Complaint, Complainant has prayed for refund of the deposited amount with interest and compensation.

CONSUMER COMPLAINT NO. 2018 OF 2019

The Complainant was allotted Residential Unit No. T-23-702 in Tower 23 in the Project by the Allotment Letter dated 06.12.2012 under the Subvention Plan for a total Sale Consideration of ₹1,10,84,084/-. The parties entered into Flat Buyer's Agreement on 17.11.2012. As averred by the Complainant, in terms of Clause 1.6 of the Agreement, the possession was to be delivered latest by 17.05.2016. The Complainant had already paid an amount of ₹1,06,32,964/- out of the total Sales Consideration of ₹1,10,84,084/- to the Developer but still they have failed to keep their promise to deliver the possession of the allotted Unit as

Consumer Complaint No. 3023/2017 and connected matters



per stipulated time. Complainants have prayed for refund of the deposited amount with interest and compensation.

CONSUMER COMPLAINT NO. 300 OF 2020

The Complainant was allotted Residential Unit No. T-25-301 in Tower 25 in the Project by the Allotment Letter dated 07.12.2012 under the Subvention Plan for a total Net Cost of ₹1,06,40,196/-. The parties entered into Flat Buyer's Agreement on 18.01.2013. The Complainant, vide letter dated 23.09.2013, requested the Developer to change the Payment Plan due to financial constraints and said request was acceded to by the Developer and a new Allotment Letter was issued on 13.01.2014. As averred by the Complainant, in terms of Clause 1.6 of the Agreement, the possession was to be delivered latest by 17.01.2017 including grace period of 180 days. The Complainant had already paid an amount of ₹1,06,37,605/- out of the total Net Cost of ₹1,06,40,196/- to the Developer but still they have failed to keep their promise to deliver the possession of the allotted Unit as per stipulated time. Complainants have prayed for refund of the deposited amount with interest and compensation.

08. I have heard the learned Counsel for the parties at some length and also perused the material available on record and the evidence adduced by the parties.

09. Learned Counsel appearing for the Opposite Parties Developer fervidly submitted that the total Units in the Project in question are 456 in 6 Towers i.e. Tower 20 to Tower 25. He further urged that after completing the construction



and receiving the Occupation Certificate on 09.12.2021, the Opposite Parties Developer had already issued Offer of Possession for 4 Towers i.e. Tower 20, Tower 21, Tower 24 and Tower 25 and in respect of remaining 2 Towers, they had already applied for grant of Occupation Certificate with the Competent Authorities. He further meticulously pleaded that the Complainants in the present complaints can be categorized in three categories i.e. (i) Units where construction have been completed and offer of possession has been given after receiving the Occupation Certificate i.e. Consumer Complaint Nos. 3023/2017, 1204/2018, 1211/2018, 1225/2018, 255/2019 and 300/2020; (ii) Units where construction have been completed and Occupation Certificate has been applied for i.e. Consumer Complaint Nos. 1211/2018 (Richa Arora and Pranav Mehta), 697/2019, 1885/2019 and 2018/2019 and (iii) Units which have been terminated on account of non-payment of installments by the Unit Holders i.e Consumer Complaint Nos. 339/2018, 340/2018, 1130/2018, 1211/2018 (Rifaquat Ali Khan Mirza), 1211/18 (Mr. Shivang Agrawal), 1516/2018, 1492/2019, 1598/2019 and 1671/2019. He also submitted that the Project was delayed due to the disruption caused by the Covid 19 Pandemic which was beyond their control and further the delay compensation in the Project is already provisioned for under Clause 6 of the Agreement. Placing reliance upon the decision of the Hon'ble Supreme Court in the case of **Ireo Grace Realtech Pvt. Ltd. Vs. Abhishek Khanna and Ors. - (2021) 3 SCC 241**, it is submitted by him that since the offer of possession had already been made to the Complainants after obtaining Occupation Certificate for Consumer Complaint No. 3023/2017 and connected matters



4 Towers and also applied for rest of the 2 Towers, the Complainants are not entitled for refund and their prayer ought to be for delivery of possession with delayed compensation. With respect to the category where the allotments have been cancelled due to default in payment, the learned Counsel for the Opposite Party submitted that they may be permitted to deduct 10% of the Total Sale Consideration on account of non-payment by the Unit Holders as has been held by the Hon'ble Supreme Court in the cases of ***Maula Bux Vs. Union of India – 1969 (2) SCC 554*** and ***DLF Ltd. Vs. Bhagwanti Narula – I (2015) CPJ 319 (NC)***. He also urged that Complaint Nos. 1516/2018 and 1671/2019 are barred by limitation.

10. *Per Contra*, Learned Counsel appearing on behalf of the Complainants submitted that as per the terms of the Agreement, the Developer was required to deliver the possession of the allotted Unit within a maximum period of 48 months from the date of execution of the Agreement or sanction of the Building Plans, however, despite receiving the 95% of the total Sale Consideration in most of the cases, the Developer is still not in a position to hand over the possession of the allotted Unit after the expiry of period of four/five years from the committed date of delivery. It is further submitted that the Complainants had put their hard-earned money in the hands of the Developer, believing the assurances given by them, but now, the Complainants have lost all faith on the Developer and are seeking refund of the deposited amount with interest and compensation. It is also submitted that a Consumer invoking the jurisdiction of the Consumer Consumer Complaint No. 3023/2017 and connected matters'



Commission can seek such reliefs as he/she considers appropriate as has been held by the Hon'ble Apex Court in the case of **Experion Developers Pvt. Ltd. Vs. Sushma Ashok Shiroom - Civil Appeal No. 6044 of 2019 decided on 07.04.2022.**

11. Having bestowed my anxious consideration to the rival contentions of the learned Counsel for the Parties, I am of the considered opinion that none of submissions made by the learned Counsel for the Opposite Parties Developer holds water.

12. With regard to the preliminary objection taken by the Developer that the matter has to be referred to an Arbitrator, the Hon'ble Supreme Court in **M/S Emaar MGF Land Limited vs. Aftab Singh - I (2019) CPJ 5 (SC)**, has laid down the principal that an Arbitration Clause in the Agreement does not bar the jurisdiction of the Consumer Fora to entertain the Complaint. Hence, the said objection is rejected.

13. The Opposite Parties Developer has also raised the objection that the Complainants are not the "**Consumers**" within the definition of Section 2 (i) (d) of the Act. This assertion needs to be considered in the light of the documentary evidence submitted. From the records, it is seen that the Opposite Parties Developer has not adduced any cogent evidence in support of their contention. In **Kavita Ahuja Vs. Shipra Estates - I (2016) CPJ 31**, it has been categorically laid down by this Commission that the onus of proving that Complainants are not Consumers lies upon the Opposite Party which in the instant case it has failed to Consumer Complaint No. 3023/2017 and connected matters'



discharge by way of any documentary evidence. This contention is, therefore, not valid.

14. In so far as the contention that parties are to be relegated to the Civil Court for redressal of their grievance is concerned, the Section 2(1)(o) includes housing construction in the definition of "Service". Hence, the said contention is not sustainable.

15. In brief, it is the case of the Complainants/Unit Holders of the Project "TERRA" that despite being paid the substantial amount towards the total Sales Consideration of the allotted Units to the Opposite Parties Developer, they have miserably failed to hand over the possession of the Units, complete in all respect, within the stipulated time as promised in Clause 1.6 of the Flat Buyer's Agreement and hence they are entitled for refund of the deposited amount with interest and reasonable compensation even though the Developer have obtained the Occupancy Certificate in the year 2021 i.e. after delay of 4 years from the committed date of delivery.

16. According to the Developer, the delay in completing the Project has occurred due to default on the part of the Complainants in making the timely payments of due installments. Having charged interest at the very high rate for the said delay, in my considered opinion, the Developer has condoned the said delay and cannot deny refund with compensation on account of the aforesaid condoned defaults. Even if, some of the Complainants have defaulted in making the payments to the Developer, the Complainants who admittedly did not commit



any default cannot be penalized for the default on the part of the other buyers. This is more so when there is delay in completing the construction and handing over the physical possession on the part of the Opposite Parties Developer. The Developer cannot take the advantage of its own wrong. Delay in completion of the Project by the Developer was one of the reasons due to which the Complainants did not make the payment of the due instalments inasmuch as the payment was linked with the construction status of the Project in question.

17. The stand taken by the Opposite Parties Developer that the period of delivery of possession in 42 months as defined in Clause 1.6 of the Agreement is not sacrosanct and the delay is attributable to *Force Majeure* events, and, therefore, no deficiency of service can be attributed to them, is totally unsustainable, as the Opposite Parties Developer could not establish by means of any documentary evidence that the Project was delayed due to *Force Majeure* conditions.

18. In most of the Complaints, the Flat Buyer's Agreement has been executed between the parties in the years 2012-2013 and the Opposite Parties Developer was under an obligation to complete the Project and hand over the possession latest by December, 2017 including the grace period of 180 days. It is the admitted case of the Developer that the Occupancy Certificate in respect of 4 Towers i.e. T-20, T-21, T-24 and T-25 has been obtained only on 09.12.2021 and for rest of 2 Towers they had applied for issuance of Occupancy Certificate to the Competent Authorities. Undoubtedly, there is an unreasonable delay of 4 years



in completion of the Project. If a Builder/Developer fails to deliver possession of the flat/apartment booked with them, within the time period committed for this purpose and has failed to file documentary evidence to justify the delay in construction or handing over the possession, this, in my opinion, would tantamount to a defect or deficiency in the services rendered by them to the buyers and in such a situation, this Commission exercising the powers conferred upon it by the Act, would be competent to direct refund of the amount paid by the buyers to the Builder, along with appropriate compensation for the loss or injury suffered by the buyers on account of delayed possession.

19. At this juncture, placing reliance upon the decision of the Hon'ble Supreme Court in the case of **Abhishek Khanns's (Supra)** Learned Counsel for the Developer has submitted that the Complainants are not entitled for refund of the amount since the Occupancy Certificate has been obtained by the Developer after completion of the construction work. Any direction for refund of the amount would jeopardize the interest other Home Buyers. The relevant para of the said judgement upon which reliance has been placed by the Developer, is as under:-

“ Whether the Apartment Buyers are entitled to terminate the Agreement, or refund of the amount deposited with Delay Compensation.

The issue which now arises is whether the apartment buyers are bound to accept the offer of possession made by the Developer where the Occupation Certificate has been issued, along with the payment of Delay Compensation, or are entitled to terminate the Agreement.

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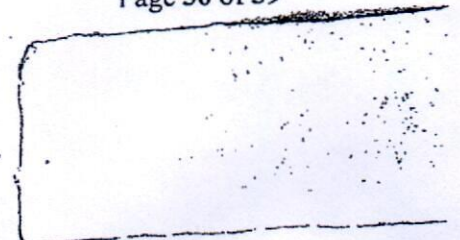


“.....We are of the view that allottees at Serial Nos. 1 and 2 in Chart A are obligated to take possession of the apartments, since the construction was completed, and possession offered on 28.06.2019, after the issuance of Occupation Certificate on 31.05.2019. The Developer is however obligated to pay Delay Compensation for the period of delay which has occurred from 27.11.2018 till the date of offer of possession was made to the allottees..”

20. As against this, learned Counsel appearing for the Complainants submitted that the Complainants are no more interested to take possession of the allotted Units after such a long delay of four years. It is stated by him that in the case of **Emmar MGF Land Ltd. & Ors. vs. Amit Puri - [II (2015) CPJ 568 NC]**, this Commission has held that after the promised date of delivery, it is the discretion of the Complainant whether to accept the offer of possession, if any, or to seek refund of the amounts paid by him with some reasonable compensation.

21. He has further relied upon the decision of the Hon'ble Supreme Court in the case of **Kolkata West International City Pvt. Ltd. Vs. Devasis Rudra - II (2019) CPJ 29 SC**, wherein it has been observed as under :-

“.....It would be manifestly unreasonable to construe the contract between the parties as requiring the buyer to wait indefinitely for possession. By 2016, nearly seven years had elapsed from the date of the agreement. Even according to the developer, the completion certificate was received on 29 March 2016. This was nearly seven years after the extended date for the handing over of possession prescribed by the agreement. A buyer can be expected to wait for possession for a reasonable period. A period of seven years is beyond what is reasonable. Hence, it would have been manifestly unfair to non-suit the buyer merely on the basis of the first prayer in the reliefs sought before the SCDRC. There was in any event a prayer for refund.



In the circumstances, we are of the view that the orders passed by the SCDRC and by the NCDRC for refund of moneys were justified."

22. Recently, the Hon'ble Supreme Court in the case of *Experion Developers Pvt. Ltd. Vs. Sushma Ashok Shiroor - Manu/SC/0433/2022* has held as under:-

" A consumer invoking the jurisdiction of the Commission can seek such reliefs as he/she considers appropriate. A consumer can pray for refund of the money with interest and compensation. The consumer could also ask for possession of the apartment with compensation. The consumer can also make a prayer for both in the alternative. If a consumer prays for refund of the amount, without an alternative prayer, the Commission will recognize such a right and grant it, of course subject to the merits of the case. If a consumer seeks alternative reliefs, the Commission will consider the matter in the facts and circumstances of the case and will pass appropriate orders as justice demands. This position is similar to the mandate Under Section 18 of the RERA Act 14 with respect to which the Court clarified the position in Para 25 of Imperia case referred to herein above."

23. Having given my thoughtful consideration to the aforesaid proposition and case laws cited by both the parties and especially in the light of the recent decision of the Hon'ble Supreme Court in the case of *Experion Developers (Supra)*, I dispose of all the Consumer Complaints with the following directions:-

(A) **IF THE COMPLAINANTS ARE WILLING TO TAKE POSSESSION WITH DELAYED COMPENSATION:-**

- (i) The Opposite Parties Developer shall hand over the possession of the allotted Units, complete in all respects, to the Complainants within a period of 8 weeks from today along with Occupancy Certificate;



- (ii) The Opposite Parties Developer shall pay the delayed compensation to the Complainants in the form of interest @9% p.a. from the committed date of delivery till offer of possession, within a period of 8 weeks from today failing which the amount shall carry interest @ 12% p.a. for the same period.
- (iii) The Opposite Parties Developer shall work out the Compensation payable to the Complainants as per direction (ii) above after making adjustment of the outstanding amounts payable by the Complainants in terms of the agreement. In case any balance amount is to be paid by the Complainants in terms of above calculation, the same shall be paid by them within the same period.
- (iv) The Developer shall also pay ₹25,000/- as the cost of litigation to each of the Complainants.

ALTERNATIVE RELIEF

(B) IF THE COMPLAINANTS ARE INTERESTED TO TAKE REFUND WITH INTEREST INSTEAD OF POSSESSION:

- (i) The Opposite Parties Developer shall refund the entire principal amount to the Complainants along with interest @ 9% p.a. from the respective date of deposits till actual payment, within a period of 8 weeks from passing of this order failing which the amount shall carry interest @ 12% p.a. for the same period. The Developer is also liable to pay ₹25,000/- as costs of the litigation to each of the Complainants. The Developer shall not be entitled to forfeit any amount paid by the Complainants.

Before parting with the matter, I want to make it clear that since the Consumer Complaint No. 1211 of 2018 has been admitted u/s 12 (1)(c) of the Act, all the pending applications for impleadment of the parties as Co-Complainant and deletion of the names from the array of parties are allowed. It is further clarified that in cases, where the Application was moved before the RERA Authorities for withdrawal of the Complaint, the Complainants shall not be



entitled for any relief under this Order if the Application is still pending with RERA Authorities.

The Complaints are disposed of as above and the pending Applications, if any, also stand disposed off.



YD/*

Sd/-
(R.K. AGRAWAL, J)
PRESIDENT

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17/01/2023