

**IN THE DELHI STATE CONSUMER DISPUTES REDRESSAL COMMISSION****Date of Institution : 05.09.2018****Date of Reserving the order: 12.09.2025****Date of Decision: 30.10.2025****CC No. 1130/2018****IN THE MATTER OF****Mr. Nitin Sachdeva**

R/o H. No. 214, First Floor,

New Colony, Gurgaon, Haryana-122001

**(Through: Mr. Gaurav Dua, Advocate)****.....Complainant****VERSUS****1. Uppal Chadha Hi-tech Developers Pvt. Ltd.**

(Through its Managing Director)

At: Mezzanine Floor, M-4,

South Extn. Part-II, New Delhi-110049

**.....Opposite Party No. 1****2. Uppal Chadha Hi-tech Developers Pvt. Ltd.**

(Through its Managing Director)

At: 60, Friends Colony East,

New Delhi-110025

**.....Opposite Party No. 2****3. Uppal Chadha Hi-tech Developers Pvt. Ltd.**

(Through its Manager)

At: Sales Pavilion, Khasra No. 39,

Village Kazipura, Ghaziabad, U.P.-201005

**.....Opposite Party No. 3****4. Uppal Chadha Hi-tech Developers Pvt. Ltd.**

(Through its Manager)

At: C-1, Sector-3,

Noida, U.P.-201301

**.....Opposite Party No. 4****CORAM:****HON'BLE MS. BIMLA KUMARI, PRESIDING MEMBER**

Present: Mr. Gaurav Dua, counsel for the Complainant  
Mr. Anurag Ranjan, counsel for the Opposite Party.

**PER: HON'BLE MS. BIMLA KUMARI, PRESIDING MEMBER**

**JUDGMENT**

1. The Complainant initially filed the complaint no. 294/2015 before the District Consumer Disputes Redressal Forum-X (South District), Udyog Sadan, Qutub Institutional Area, New Delhi. Later on, the complaint was returned by Ld District Forum vide order dated 03.08.2018 for want of pecuniary jurisdiction and liberty was granted to the Complainant to file the complaint before the forum of appropriate pecuniary jurisdiction.

2. Thereafter, the Complainant filed the present complaint on 05.09.2018 before this Commission alleging deficiency of service and unfair trade practice on the part of Opposite Parties and has prayed for the following reliefs:

- “(i) Direct the Opposite Party to apologize for all the inconvenience caused to the Complainant; and*
- (ii) Direct the Opposite Party to refund the total amount of Rs.3,83,166/- along with @ 18% interest and he do not need any Builer Buyer Agreement; and*
- (iii) Direct the Opposite Parties to pay a sum of Rs.60,000/- compensation for monetary losses and mental agony suffered by Complainant due the actions of Opposite Party; and*
- (iv) Direct the Opposite Parties to pay a sum of Rs.1,000/- towards cost of this petition; and*
- (v) Any such orders and relief deemed fit and proper by this Hon’ble Forum in view of the facts and circumstances of the this case.”*

3. Brief facts of the case are that on 10.06.2013, vide Registration No. DH1300523600/52360, the

Complainant had booked a 2BHK apartment bearing no. 730, Tower-8, Dream Homes in the project, namely, 'Wave City' at NH-24, Ghaziabad, U.P. of the Opposite Party. The Complainant paid a sum of Rs.2,00,000/- to the Opposite Party on 05.04.2013 and further paid a sum of Rs.1,83,166/- to the Opposite Party on 07.07.2013.

4. It is the case of Complainant that he invested his hard-earned money in this project, but even after two years of booking he did not receive the Builder Buyers Agreement despite several requests to the executives of the Opposite Party. He always got lame excuses from the side of Opposite Parties that he would get the agreement in a week, but more than 100 weeks had passed, but he did not receive the Builder Buyers Agreement till date. Further, the Opposite Parties unilaterally changed the unit and super area of unit. The Complainant lost interest in the project of the Opposite Party due to the harassment and delay.
5. It is the further case of Complainant that he never expected such performance from the Opposite Parties. He also tried to amicably resolve the issue with the Opposite Parties by sending a letter dated 26.05.2015, but of no avail.
6. Thus, the Complainant was left with no other option but to file the present complaint before the Ld District Forum alleging deficiency of service and unfair trade practice on the part of Opposite Parties.
7. Notice of the complaint was issued to the Opposite Parties by Ld District Forum on 23.10.2015.
8. Upon service, the Opposite Parties filed the written statement before Ld District Forum, wherein it was submitted that the present complaint is gross misuse and abuse of the process of law and deserves to be rejected at the outset. The Complainant has filed the complaint as an arm twisting tactic to

pressurize the Opposite Parties into giving the whimsical demands of Complainant, who completely disregarded the terms and conditions of the Application Form. The Complainant has not approached this Commission with clean hands as he has deliberately not filed the 'Booking Form' dated 10.06.2013 with the complaint. This Commission does not have territorial jurisdiction to entertain the present complaint. The Complainant signed the 'Application for Allotment' dated 10.06.2013 for allotment of apartment in Dream Homes Group Housing Scheme at Sector-5, Green Wood Enclave, Wave City, NH-24, Ghaziabad, U.P. and deposited a sum of Rs.2,00,000/- as registration amount. All the terms and conditions and payment plan were duly documented in the Application for Allotment. Initially, the Complainant was allotted the unit bearing no. 916, Tower-5, which was subsequently changed to unit bearing no. 734, Tower-8, due to mandatory change in plan. The total sale consideration of the unit was Rs.23,24,837.12. The Complainant had paid only a sum of Rs.3,83,166/-. Thereafter, the Complainant miserably failed to comply with the demand letters of the Opposite Party. As on 06.05.2016, a sum of Rs.7,56,812/- stands to be paid by the Complainant. The non-compliance of terms and conditions of Application for Allotment by Complainant created right in favour of Opposite Parties to cancel the allotment of unit and forfeit the booking amount. The Complainant failed to demonstrate any deficiency on the part of Opposite Parties. The present complaint is filed without any cause of action and is barred by limitation. The Opposite Parties prayed for dismissal of complaint with costs.

9. The Complainant filed rejoinder to the written statement of Opposite Parties before Ld District Forum, wherein he denied allegations leveled by the Opposite Parties and reiterated the facts narrated by him in his complaint.

10. The Complainant filed the evidence by way of his affidavit before Ld District Forum.
11. Thereafter, the complaint was returned by Ld District Forum on 03.08.2018 on account of pecuniary jurisdiction.
12. The Opposite Parties were directed by this Commission to file evidence by way of affidavit vide order dated 11.01.2019.
13. The Opposite Parties have filed the evidence by way of affidavit of Mr. Harmandeep Singh Kandhari, Director of Uppal Chadha Developers Pvt. Ltd.
14. Both the parties have filed their respective written arguments.
15. I have heard the arguments from Ld counsel for the parties.
16. I have also gone through the material available on record.
17. First of all, I would like to deal with the preliminary objections taken by the Opposite Party.
- “Whether this Commission has no territorial jurisdiction.”**
18. It is the case of Opposite Party that this Commission does not have territorial jurisdiction to entertain the present complaint.
19. To resolve this contention, I would like to refer **Section 17 (2) of the Consumer Protection Act, 1986** which is reproduced herein for ready reference:

*“A complainant shall be instituted in a State Commission within the limits of whose jurisdiction-*  
*(a) the opposite party or each of the opposite parties, where there are more than one, at the time of the institution of the complaint, actually and voluntarily*

*resides or carries on business or has a branch office or personally works for gain; or*

*(b) any of the opposite parties, where there are more than one, at the time of the institution of the complaint, actually and voluntarily resides, or carries on business or has a branch office or personally works for gain, provided that in such case either the permission of the State Commission is given or the opposite parties who do not reside or carry on business or have a branch office or personally works for gain, as the case may be, acquiesce in such institution; or*  
*(c) the cause of action, wholly or in part, arises.”*

20. In **Rohit Srivastava Vs. Paramount Villas Ltd. 017 SCC OnLine NCDRC 1198**, it was inter-alia held as under:

*"Having heard Learned Counsel for the parties at some length, we are of the opinion that the order cannot be sustained. It is not in dispute that the Registered Office of Opposite Party No 1 Company is situated in Delhi, i.e. within the territorial jurisdiction of the State Commission at Delhi and therefore, in the light of clear provision contained in Section 17(2) (a), which stipulates that a Complaint can be instituted in a State Commission, within the limits of whose jurisdiction, the Opposite Party actually carries on business. In view of the said provision, we have no hesitation in coming to the conclusion that since the Registered Office of the first Opposite Party is situated in Delhi, the State Commission did have the territorial jurisdiction to entertain the Complaint. In the light of the said provision, in our view, it was open to the Complainant to choose the Forum to file the Complaint, which on the second occasion he decided to file before the State Commission at Delhi."*

21. In the present case, the registered office of Opposite Party is situated at Megazine Floor, M-4, South Extension Part-II, New Delhi-110049 as well as at 60, Friends Colony East, New Delhi-110025 as per memo of parties. Since, the Opposite Party is having its registered office at South

Extension Part-II and Friends Colony East, New Delhi, I am of the considered view that this Commission have the territorial jurisdiction to entertain the complaint of the Complainant. Hence, this contention of the Opposite Party is answered in negative.

**“Whether the complaint is barred by limitaiton.”**

22. To deal with this issue, I would like to refer, Section 24A of the Consumer Protection Act, 1986 which is reproduced herein for ready reference:

*“(1) The District Forum, the State Commission or the National Commission shall not admit a complaint unless it is filed within two years from the date on which the cause of action had arisen.*

*Notwithstanding anything contained in sub-section (1), a complaint may be entertained after the period specified in sub-section (1), if the complainant satisfies the District Forum, the State Commission or the National Commission, as the case may be, that he had sufficient cause for not filing the complaint within such period:*

*Provided that no such complaint shall be entertained unless the National Commission, the State Commission or the District Forum, as the case may be, records its reasons for condoning such delay.”*

23. Analysis of Section 24A of the Consumer Protection Act, 1986 shows that this Commission is empowered to admit a complaint if it is filed within a period of 2 years from the date on which cause of action has arisen.

24. Further, I would like to refer the Judgment of National Commission in **Mehnga Singh Khera and Ors. Vs. Unitech Ltd. I (2020) CPJ 93 (NC)**, wherein the Hon’ble National Commission has held as under:

*“The Opposite Party contested the complaint as being barred by limitation prescribed under section 24(a) of the Consumer Protection Act, 1986 since the last date stipulated in the buyers' agreement for giving possession*

*of the flat expired more than 2 years ago. It is a settled legal proposition that failure to give possession of flat is continuous wrong and constitutes a recurrent cause of action and as long as the possession is not delivered to the buyers, they have every cause, grievance and right to approach the consumer courts. It is only when the seller virtually refused to give possession, that the period of limitation prescribed under section 24(a) of the Consumer Protection Act, 1986 would start. The Complainant has to file a case within two years from the date of refusal of delivery of possession to the buyer. In the present case, the Opposite Party has not refused possession of the flat to the complainants at any point of time. Therefore, the cause of action continues to subsist in favour of the Complainant.”*

25. Now, coming to the facts of the present case, the Complainant has deposed that he paid a sum of Rs.3,83,166/- to the Opposite Party in the year 2013, but the Opposite Party failed to execute the Buyers Agreement even after two years of booking. As and when, he tried to enquire the from the executives of the Opposite Party, the Opposite Party kept on making lame excuses on one pretext or other. The Complainant has further deposed that the Opposite Party unilaterally changed the unit and super area of unit. The Complainant has further deposed that he tried to resolve the dispute amicably and sent a letter dated 26.05.2015. He has further deposed that he lost his interest in the project of the Opposite Party due to deficient service.

26. It is worth noting that the Complainant sent the e-mails dated 20.05.2015 & 15.04.2015 (**Page-C1 & C3 of complaint**) respectively, to the Opposite Party seeking refund of his money along with interest as he was no more interested in investing in the project of Opposite Party because no Builder Buyers Agreement was received by him despite of making several

efforts by him. But, the Opposite Party did not reply to the same. Thereafter, the Complainant filed the complaint before Ld District Forum on 07.07.2015 against the Opposite Party for refund of his money.

27. In these facts and circumstances of case, , I am of the considered view the cause of action was subsisting in favour of Complainant to file the complaint against the Opposite Party. Hence, I am of the considered view that the complaint is not barred by limitation. Accordingly, this contention of Opposite Party is also answered in negative.

28. **The last question for consideration is whether there was deficiency of service on the part of Opposite Party.**

29. To resolve this issue, I would like to refer Section 2 (1) (g) of Consumer Protection Act, 1986, which is reproduced herein for ready reference:-

*“(g) "deficiency" means any fault, imperfection. shortcoming or inadequacy in the quality, nature and manner of performance which is required to be maintained by or under any law for the time being in force or has been undertaken to be performed by a person in pursuance of a contract or otherwise in relation to any service.”*

30. Further, I would also like to refer the judgment in **Arifur Rahman Khan and Ors. vs. DLF Southern Homes Pvt. Ltd. and Ors.2020 (3) RCR (Civil) 544**, wherein it has been discussed as follows:

*“24. A failure of the developer to comply with the contractual obligation to provide the flat to a flat purchaser within a contractually stipulated period amounts to a deficiency There is a fault, shortcoming or inadequacy in the nature and manner of performance which has been undertaken to be performed in pursuance of the contract in relation to the service. The expression 'service' in Section 2(1) (0) means a service of any*

description which is made available to potential users including the provision of facilities in connection with (among other things) housing construction. Under Section 14(1)(e), the jurisdiction of the consumer forum extends to directing the opposite party inter alia to remove the deficiency in the service in question. Intrinsic to the jurisdiction which has been conferred to direct the removal of a deficiency in service is the provision of compensation as a measure of restitution to a flat buyer for the delay which has been occasioned by the developer beyond the period within which possession was to be handed over to the purchaser. Flat purchasers suffer agony and harassment, as a result of the default of the developer Flat purchasers make legitimate assessments in regard to the future course of their lives based on the flat which has been purchased being available for use and occupation. These legitimate expectations are belied when the developer as in the present case is guilty of a delay of years in the fulfillment of a contractual obligation.”

31. In the present case, the Complainant booked the apartment bearing no. 730, Tower-8 in the Dream Homes Group Housing Scheme at Sector-5, Green Wood Enclave, Wave City, NH-24, Ghaziabad, U.P. of the Opposite Party, vide Registration ID DH130052360/52360. The Complainant paid a sum of Rs.3,83,166/- to the Opposite Party towards booking, as is evident from the receipts **(Page-C10 & C14 of complaint)** issued by Opposite Party. However, the Opposite Party failed to apprise the status of project and execute the Buyers Agreement. Thus, the Complainant sent e-mails dated 20.05.2015 & 15.04.2015 **(Page-C1 & C3 of complaint)** respectively, to the Opposite Party and sought refund of his money along with interest. But, the Opposite Party failed to do so.

32. On the other hand, it is the case of Opposite Party that the Complainant had paid only sum of

Rs.3,83,166/- and, thereafter, miserably failed to comply with the demand letters and a sum of Rs.7,56,812/- was to be paid by the Complainant as on 06.05.2016.

33. It is worth noting that the Opposite Party has not placed on record any demand letters to show that it had raised any demand after the booking of apartment. Further, the Opposite Party has not placed on record any documentary proof regarding the progress in the construction of apartment in question.

34. **Since, the Opposite Party failed to execute the Buyers Agreement even after two years of booking and did not refund the hard-earned money of the Complainant despite several requests, I am of the considered view that there is deficiency in service on the part of Opposite Party and it has no right to use or sit over the Complainant's hard-earned money, which he had spent for the purchase of the apartment.**

35. Accordingly, the complaint filed by Complainant is allowed.

36. Consequently, I direct the Opposite Parties to refund the amount of **Rs.3,83,166/-** to the Complainant with the following arrangement:

37. An interest @ **6% p.a.** calculated from the date on which each installment/payment was received by the Opposite Party till **30.10.2025** (being the date of the present judgment);

A. The rate of interest payable as per the aforesaid clause **(A)** is subject to the condition that the Opposite Party pays the entire amount on or before **30.12.2025**.

B. Being guided by the principles as discussed above, in case the Opposite Party fails to refund the amount as per

the aforesaid clause **(A)** on or before **30.12.2025**, the entire amount is to be refunded along with an interest @ **9% p.a.** calculated from the date on which each installment/payment was received by the Opposite Party till the actual realization of the amount.

38. In addition to the aforesaid and taking into consideration the facts of the present case, the Opposite Party is directed to further pay a sum of:

**A. Rs. 50,000/-** as cost for mental agony and harassment to the Complainant; and

**B. The litigation cost to the extent of Rs. 50,000/-.**

39. Applications pending, if any, stand disposed of in terms of the aforesaid judgment.

40. A copy of this judgment be provided to all the parties free of cost as mandated by the Consumer Protection Act, 1986. The judgment be uploaded forthwith on the website of the commission for the perusal of the parties.

41. File be consigned to record room along with a copy of this Judgment.

**(BIMLA KUMARI)**  
**PRESIDING MEMBER**

**PRONOUNCED ON 30.10.2025**