

A.F.R.
RESERVED

STATE CONSUMER DISPUTES REDRESSAL COMMISSION,
UTTAR PRADESH, LUCKNOW
COMPLAINT NO. 47 OF 2013

01. Smt. Suman Bhartiya
W/o Arun Kumar Mishra

02. Yashvardhan Mishra
S/o Arun Kumar Mishra
Through her mother & GAL Smt. Suman Bhartiya
Both R/o 11/1, Prince Palace
Rapti Nagar, Phase-III, Gorakhpur-273003

...Complainants

Vs.

01. Ansal Properties & Infrastructure Limited
Registered Head Office 115
Ansal Bhawan, 16, Kasturba Gandhi Marg
New Delhi 110001
Through its Chairman Sushil Ansal

02. P N Mishra
Executive Director – Business Development
Ansal Properties & Infrastructure Limited
Registered Head Office 115
Ansal Bhawan, 16, Kasturba Gandhi Marg
New Delhi 110001

03. VinodTiku
Chief Operating Officer – Projects
306, Naurang House
Ansal Properties & Infrastructure Limited
21, Kasturba Gandhi Marg, New Delhi-110001

04. Ansal Properties & Infrastructure Limited
Branch Office : First Floor, YMCA Campus
13 Rana Pratap Marg, Lucknow
Through its Director Ramesh Yadav

05. Neelam Saxena
Sr. General Manager – Marketing & Sales
Ansal Properties & Infrastructure Limited
Branch Office: First Floor, YMCA Campus
13, Rana Pratap Marg
Lucknow

06. Sanjay K Baliase
Assistant General Manager – Marketing & Sales
Ansal Properties & Infrastructure Limited
Branch Office : First Floor, YMCA Campus
13 Rana Pratap Marg, Lucknow

...Opposite Parties



BEFORE:

HON'BLE MR. JUSTICE VIRENDRA SINGH, PRESIDENT
HON'BLE MR. UDAI SHANKAR AWASTHI, MEMBER

For the Complainant : Sri Sarvesh Kumar Sharma, Advocate.

For the Opposite Party : Sri Anurag Singh, Advocate.

Dated : 20-10-2015

JUDGMENT

PER MR. JUSTICE VIRENDRA SINGH, PRESIDENT

This complaint under Section 17 of the Consumer Protection Act, 1986 has been filed by Smt. Suman Bhartiya and another against Ansal Properties & Infrastructure Limited and others with the following prayers:-

- (i) The opposite parties 01 to 06 to do the registry of the Rosewood Duplex Villa No. 0502-0-C/2/0160 in Ansal API Gold City, Lucknow in her favour without any further delay after receiving the price previously agreed upon i.e. Rs.39,40,875/- and give possession of the said unit.
- (ii) The opposite parties 01 to 06 to pay interest @ 18% p.a. from 03-02-2010 on the amount of Rs.1,77,340/- which were paid on 03-02-2010 and to adjust the total amount i.e. Rs.1,77,340/- plus interest @ 18% p.a. from against the total price of unit allotted to her.
- (iii) The opposite parties 01 to 06 to pay Rs.5,00,000/- for mental pain and suffering.
- (iv) The opposite parties 01 to 06 to pay Rs.50,000/- for costs of the case and any other relief as deemed fit and proper in the circumstances of the case may also be granted to the complainant.

The facts of the complaint case stated in brief are that the complainant after seeing various advertisements of opposite parties about the Hi-Tech Township in Lucknow in the name of Ansal API Golf City booked a ready to move in Rosewood Duplex Villa Unit No. 0502-0-C/2/160 on 03-02-2010 by paying amount of Rs.1,77,340/- vide Demand Draft No. 083306 dated 02-02-2010 of ICICI Bank Limited. The above duplex villa was booked by the *complainant jointly in the name of herself and her minor son arrayed as*



complainant no.2 in the instant complaint. The complainant was thereafter told by the opposite parties that company will execute the agreement soon giving details of payment to be made in the above mentioned duplex unit. The complainant told the opposite parties that she is ready to pay total price of the duplex on demand after obtaining requisite loan from the Bank on receipt of agreement and necessary documents which are required for obtaining loan. The complainant was told by the opposite parties that agreement will be executed soon and by paying whole amount she can get the above mentioned unit registered in her name as the above mentioned unit is ready to move in sample flat. The complainant kept on waiting for many months for the agreement and tried to contact the opposite parties on phone and by visiting regularly in the Lucknow office of the opposite parties. Every time the opposite parties told to the complainant that the duplex unit allotted to her being the sample flat of the company, it will take some time to built new sample flat and then shall be handed over the above mentioned unit allotted to her. So the complainant left with no option but to wait. The complainant was assured by the opposite parties several times that the unit will be handed over to her very soon. The complainant wrote letters dated 21-10-2011, 15-11-2011 addressed to opposite parties no.2 and 5 and thereafter sent the registered notice dated 03-10-2012 to the opposite party no.2 at Delhi office but no reply was received by her from anywhere.

The complainant again visited the office of the opposite parties at Lucknow on 02-04-2012 and gave letter on the same day, a copy of which was duly received by the staff of the opposite parties. The complainant again requested the opposite parties for giving documents so that loan can be availed from the Bank of Baroda and showed her willingness for registry of the unit. The complainant took the photographs of adjacent villa C-2/158 in the name of Ramesh Kumar, who is already residing in the villa with his family for the last several years. Adjacent to unit no. C/2/160 one unit is being used by the opposite parties as their site office and this shows that opposite parties are not willing to do registry in her favour in spite of availability of several other Rosewood Duplex Villas. Thus the act of opposite parties amounts to gross deficiency in their part. The total cost of



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the unit No. C/2/160 as told by the opposite parties is Rs.35,03,000/- + 12.5% (PLC being park facing) = Rs.39,40,875/-. The complainant is a consumer within the meaning of the Consumer Protection Act as the complainant had booked the unit for her own residential use after making of some payment as earnest money and thus the complaint of the complainant deserves to be allowed.

Learned Counsel for the opposite parties has filed written statement thereby stating that the complainant had only deposited the initial booking amount and had opted for Instalment Linked Payment Plan. However, she failed to adhere with the terms and conditions of the contract/application form, thus the opposite parties were compelled to cancel the allotment so made to the complainant on 25-07-2010. It is further pleaded that the opposite parties had issued a call notice dated 29-03-2010 calling upon the complainant to deposit the next instalment which were followed by three reminders dated 27-04-2010, 28-05-2010 and 25-06-2010. It is abundantly clear that inspite of several reminders being issued for depositing the next instalment, the complainant did not deposit any further amount, therefore, the unit allotted to the complainant was cancelled way back in the year 2010 itself.

Clause 8 of the terms and conditions of the contract is reproduced below:

"The time of timely payment of instalments is the essence of this Contract. It shall be incumbent on the intending allottee(s) to comply with the terms of payment and other terms and conditions of sale, failing which the intending allottee(s) shall have to pay interest as per the agreement on the delayed payment and the company reserves it's right to forfeit the earnest money in event of irregular/delayed payment/non fulfilment of terms of payment the allotment may be cancelled at the discretion of the Company".

It is further pleaded by opposite party that upon the application form submitted by the complainant the opposite parties immediately handed over the agreement to the complainant to sign the same and to return but the complainant never returned the signed agreement. A letter dated 24-02-2010



was issued to the complainant requesting him to submit the duly signed agreement. A reply was sent by the opposite parties for the notice dated 03-10-2012 stating therein the entire facts. The envelop containing that reply was found returned back to the opposite parties with the remark 'Refuse Copy'. It was clearly stated in the reply that as the unit was cancelled on 25-07-2010, the complainant was called upon to collect the remaining amount of the earnest money after deducting 20% of the earnest money. Till date the complainant has not collected the said amount and is now filed a false and frivolous complaint against the opposite parties only for ulterior gains. The instant complaint is devoid of merit and is liable to be dismissed with costs.

Evidence by complainant;

The complainant has filed her affidavit dated 2.4.13 and the following documents along with the complaint.

01. Annexure No.1 Photograph of Rosewood Villa.
02. Annexure No.2 Photocopy of Layout map.
03. Annexure No.3 Photocopy of application form filled by the complainant along with its terms and conditions.
04. Annexure No.4 Photocopy of paper showing cost of alleged villa.
05. Annexure No.5 Photocopy of Demand Draft for Rs.1,77,340/-.
06. Annexure No.6 Photocopy of Receipt No. 87205 dated 03-02-2010.
07. Annexure No.7 Photocopy of letter dated 21-10-2011 written by the complainant to the opposite party for registry.
08. Annexure No.8 Photocopy of letter dated 15-10-2011 written by the complainant to the opposite party for registry.
09. Annexure No.9 Photocopy of letter dated 02-04-2012 written by the complainant to the opposite party for submission of documents for loan.
10. Annexure No.10 Photocopy of telephone call details.
11. Annexure No.11 and 12. Photocopies of legal notice dated 03-10-2012 and registry receipt.

Evidence by Opposite Party

An undated un-verified alleged affidavit in evidence on behalf of the opposite party, alleged to have been sworn by Sri Anil Kumar has been filed. with the prayer that the Hon'ble Commission may graciously be



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pleased to dismiss the complaint and direct the complainant to pay a sum of Rs.1,00,000/- towards the frivolous litigation being instituted against the opposite parties and also pay a sum of Rs.50,000/- towards the cost of conducting the case. The following documents have also been filed alongwith the written statement.

01. Photocopy of application form for allotment.
02. Photocopy of terms and conditions.
03. Photocopy of cancellation notice dated 25-07-2010 issued by the opposite party to the complainant.
04. Photocopies of three reminder letter dated 27-04-2010, 28-05-2010 and 25-06-2010 issued to the complainant.
05. Photocopy of letter dated 24-02-2010 issued to the complainant for agreement.

One another alleged affidavit dated 25.8.14 of Sri Anil Kumar was also filed by opposite parties in support of application for vacation of interim order dated 8.4.13 which is also not verified by oath commissioner.

Photo copies of following documents have also been filed by the opposite parties annexed with their written statement.

1. Photocopy of application for allotment alongwith terms and conditions.
2. Photocopy of cancellation notice issued by the opposite parties to the complainant dated 25-07-2010.

Both the parties have filed their written arguments too.

We have heard Sri Sarvesh Kumar Sharma, learned Counsel for the complainant and Sri Anurag Singh, learned Counsel for the opposite party and perused the entire record.

Learned Counsel for the complainant has argued that the complainant has booked a Duplex Villa on 03-09-2010 by paying an amount of Rs.1,77,340/-. After booking the house the opposite parties assured the complainant that agreement will be executed soon. It is further submitted that the complainant was ready to pay the total price of the duplex unit on demand after obtaining requisite loan from the bank on receipt of agreement and necessary documents from the opposite parties. The complainant was in dire need of the house as she is not having any residence in Lucknow. The



complainant kept on waiting for several months for the agreement and tried to contact the opposite parties on phone and by visiting regularly in the Lucknow office. Learned Counsel further submitted that on every time the opposite parties told to the complainant that the unit allotted to her will be handed over soon. After laps of several months the complainant visited the Lucknow office several times but the opposite parties gave assurance that soon registry will be done in her favour and gave their phone numbers. The opposite parties gave assurance that needful will be done soon and within few months the complainant will be given duplex villa. The complainant wrote several letters to the opposite parties but no reply was received by her from anywhere. Learned Counsel further argued that the opposite parties are not willing to do registry in her favour inspite of availability of several other Rosewood Duplex Villas and thus the act of opposite parties amounts to gross deficiency in their part.

Learned Counsel for the opposite parties has argued that the complainant has instituted this complaint on the incorrect facts. Moreover the complainant has suppressed the vital facts and has approached this Commission with unclean hands and on this ground alone the complaint deserves to be dismissed. The complainant had only deposited the initial booking amount of Rs.1,77,340/- and had opted for Installment Linked Payment Plan. Learned Counsel further submitted that the complaint failed to adhere with the terms and conditions of the contract/application form and thus the opposite parties were compelled to cancel the allotment so made to the complainant on 25-07-2010. The opposite party had issued a call notice dated 29-03-2010 followed by three reminders dated 27-04-2010, 28-05-2010 and 25-06-2010 to deposit the instalments due. As the complainant failed to deposit any further amount, the opposite parties cancelled her allotment according to the terms and conditions mentioned under clause 8 of the contract. Clause 8 of the Contract is reproduced hereunder:

'The time of timely payment of instalments is the essence of this Contract. It shall be incumbent on the intending allottee(s) to comply with the terms of payment and other terms and conditions of sale, failing which the intending allottee(s) shall have to pay interest as per the agreement on the delayed payment and the company reserves it's right to forfeit the




earnest money in event of irregular/delayed payment/non fulfilment of terms of payment the allotment may be cancelled at the discretion of the Company.'

It is also contended by the opposite parties that inspite of issuance of several reminders for depositing the next instalment, the complainant did not deposit any further amount, therefore, the opposite parties cancelled the unit allotted to the complainant way back in the year 2010 itself. Learned Counsel further argued that upon the application form being submitted by the complainant, immediately an agreement was handed over to the complainant to sign the same and return to the opposite parties but the complainant never returned the signed agreement. A letter dated 24-02-2010 was issued to the complainant for submitting the duly signed agreement. The reply was sent by the opposite parties to the notice dated 03-10-2012 stating therein the entire facts. The envelope containing reply was returned back to the opposite parties with the remark 'refuse copy'. It has been clearly stated in the reply that as the unit was cancelled on 25-07-2010, the complainant was called upon to collect the remaining amount of the earnest money after deducting 20% of the earnest money from the Accounts Department. Till date the complainant has not collected the amount and has now filed a false and frivolous complaint against the opposite parties only for ulterior gains.

The short question which is involved in the instant complaint case is whether the builder cancelled the allotment of the complainant on the ground of default of payment, without issuing the letter of instalments as well as letter of demand enabling the complainant to deposit the installments.

It has been evidenced by the complainant that no instalments letter or letter of demand was issued to her by the builder while a letter dated 21.10.2011 was sent by the complainant to the opposite parties demanding execution of registered sale deed and several calls were also made on the telephone numbers of the officers of the builder with respect to the cost to be paid by the complainant, the details of the telephone calls are contained at Annexure No. 10 of the complaint case. Complainant issued another letter dated 15.11.2011 and further by a letter dated 02.04.2012, complainant demanded necessary documents in order to apply for loan from the bank and *to get the execution of sale deed done.* Legal Notice dated 03.10.2012 was



also issued by the complainant to the opposite parties. The opposite parties though contended and asserted that application form as well as the Terms and Condition agreed have not been complied by the complainant and therefore cancellation notice dated 25.07.2010 was issued by them to the complainant as the complainant had committed default in payment of the instalments and prior cancelling the allotment of the complainant demand notices dated 29.03.2010, 27.04.2010, 28.05.2010 and 25.06.2010 were also sent and thereafter in pursuance of condition no. 8 above, the allotment of the complainant was cancelled but we have not found these facts sworn on oath by the opposite parties.

Complainant had opted for the construction link plan and is said to have been failed to adhere with the terms and conditions of the contract/application form and thus the allotment to complainant is said to have been cancelled. The relevant paragraph 3 of un-sworn affidavit of Anil Kumar in the evidence of the opposite party is:

3. *That the complainant had only deposited the initial booking amount and had opted for installment linked plan, however, failed to adhere with the terms and conditions of the Contract/application form, thus, the opposite parties were compelled to cancel the allotment so made to the complainant on 25.07.2010.*

It is reurged by the opposite party that in view of clause 8 of the Terms and Conditions, the allotment of the complainant was cancelled on 25.07.2010. The opposite party in their said affidavit in paragraph 6 stated that agreement was handed over to the complainant which was never returned by the complainant to them. The paragraph runs as under:

6. *That upon the application form being submitted by the complainant, immediately an agreement was handed over to the complainant to sign the same and return, however, the complainant never returned the signed agreement. However a letter dated 24.02.2010 was issued to the complainant for submitting the duly signed agreement.*

Further the opposite party in paragraph 7 of the said affidavit stated:

7. *That the reply was sent by the opposite parties to the notice dated 03.10.2012 stating therein the entire facts. However, the envelope containing reply was*



returned back to the opposite parties with the remark "Refuse Copy". It had been clearly stated in the reply that as the unit was cancelled on 25.07.2010, the complainant was called upon to collect the remaining amount of the earnest money after deducting 20 per cent of the earnest money from the Account Department. However, till date the complainant has not collected the said amount and is now filing a false and frivolous complaint against the opposite parties only for ulterior gains.

It has been brought on record by the opposite party further merely by way of additional written arguments that demand notice dated 26.03.2010, 27.04.2010, 28.05.2010, 25.06.2010 and 25.07.2010 were issued to the complainant. These notices along with the courier receipts are enclosed along with the supplementary written arguments. It is alleged by the opposite party that reply to the legal notice was served on the complainant through counsel Mr. Murtaza Hasnain Khan Advocate and the proof of service is affixed as photo copy of speed post receipt dated 18.01.2013. It has been alleged by the opposite party that Builder Buyer Agreement was issued to the complainant for signature which till date has not been returned by the complainant but these facts do not stand proved on record by the opposite parties.

We have found that there is no dispute between the parties with respect to the Terms and Conditions contained in the letter of Application. The only dispute is with respect to the default committed by the complainant and the demand if any raised by the opposite parties with respect to the cost of the Flat and in the light of the above it is to be held that the alleged letter of cancellation dated 25.07.2010 is not justified as we have given our thoughtful consideration to the Terms and Conditions of the application form which are admitted to both the parties in the case. Clause 8 of the Terms and Conditions mentions with respect to Terms of Payment whereas Clause 11 mentions regarding the instalment plan. The intention of the parties is that the payment plan as well as instalment plan is to be issued by the opposite party first and only thereafter the liability of the complainant starts to deposit the instalments. It is nowhere proved that there had been any letter of instalments, payment plan or any Flat Buyer Agreement which must have been with the builder and which is not



made available on record by the opposite party. Thus at the outset it is conclusively to be held that there is no justification in raising demand of the cost from the complainant without there being any letter of instalments.

Further more, the letters, the photo copy of which have been enclosed along with the supplementary written arguments by the opposite parties have not been proved to have been actually served on the complainant. A perusal of the record reveals that all the receipts except the reply to the legal notice shows that alleged letters are said to have been sent through courier post and there is no Proof of delivery on record of it's service. Neither the affidavit of the said courier company is brought on record nor the acknowledgement of the complainant is evidenced. Thus in totality of the circumstances it is to be concluded that these demand letters as well as cancellation letter were never served on the complainant. Moreover when no letter of instalment as well as payment plan was issued by the opposite parties, how can they be permitted to raise demand by issuing letter of demand? It is the admitted case of the opposite party that the plan which was opted by the complainant was instalment linked plan. Thus there is no justification in raising demand without issuing the letter of instalments. The allegation of the complainant that the agreement was handed over to the complainant to sign and return the same cannot be believed in lack of proof of acknowledgement by the complainant. It is surprising that the opposite party is submitting that the allotment is cancelled and complainant is called upon to take refund of her money while there was no embargo on the opposite party to have refunded the deposit amount along with letter of alleged cancellation. Thus there is serious deficiency in service which has been committed by the opposite party in the instant complaint case.

The authority of the Hon'ble Apex Court in *V.N. Bharat versus D.D.A and another IV (2008) CPJ 13(SC)*, is worth mentioning:

16. *Ms. Tripathy urged that since the notice of demand in respect of fifth and final instalment had been duly sent to the appellant by Registered Post with acknowledgement due at the address given by him, there would be a statutory presumption under Section 114(f) of the Evidence Act that the demand notice*



had been duly served on the appellant. Ms. Tripathy urged that the Commission rightly dealt with the matter and no ground had been made out on behalf of the appellant for interference with the same.

17. As will be evident from what has been mentioned hereinbefore, the real controversy in this appeal appears to be whether the demand letter dated 10th September, 1996, for payment of the fifth and final installment had, in fact, been received by the appellant and as to whether non-compliance with the same resulted in termination of the appellant's allotment and whether the restoration of such allotment on a representation made by the appellant would amount to a fresh or new allotment.
18. As submitted by Ms. Tripathy, except for the statutory presumption under Section 114(f) of the Evidence Act, there is no other material to suggest that the demand notice had actually been received by the appellant.
19. The assertion of service of notice on account of such presumption has been denied by the appellant as a result whereof onus of proving service shifted back to the respondent. The respondent DDA has not led any other evidence in support of the presumption of service. In such circumstances, it has to be held that such service had not been effected. Therefore, when on the appellant's application for restoration of the allotment, the allotment was restored, the only conclusion that can be arrived at is that the earlier allotment continued as no cancellation and/or termination had, in fact, taken place in terms of Clause 4 of the Scheme in question.
20. As far as the MRTP Commission is concerned, there is no definite finding on the question of service of the demand notice. On the other hand, the Commission presumed that the appellant must have had knowledge of the allotment which had been widely publicised in leading newspapers. According to the Commission, it was for the appellant to have made inquiries relating to completion of the construction and it should have waited for a demand notice to have been sent to him. In our view, the Commission also erred in placing the onus of proof of service of the demand notice on the appellant, since except for



denial there is nothing else that the appellant could have produced to prove a negative fact. As we have indicated hereinbefore, the presumption under Section 114(f) of the Evidence Act is a rebuttable presumption and on denial of receipt of the registered letter from DDA the appellant discharged his onus and the onus reverted back to the respondent to prove such service by either examining the postal authorities or obtaining a certificate from them showing that the registered article had been delivered to and had been received by the appellant. It is on a mistaken understanding of the provisions of Section 114(f) of the Evidence Act that the Commission came to the erroneous conclusion that the allegation of unfair trade practice on the part of the respondent authority had not been proved. In our view, from the material on record it is quite clear that the respondent authority was unable to prove that service of the demand notice for the fifth and final instalment had been effected on the appellant.

21. Once it is established that the notice of demand for the fifth and final installment had not been received by the appellant, the other consequences, as indicated by Ms. Tripathy, namely, automatic termination and fresh allotment, cannot follow. In any event, in our view, the restoration of the allotment did not amount to a fresh allotment on the basis of which the fresh demand notice could have been issued.

Thus in view of the ratio of Law laid down by the Hon'ble Apex Court, the onus is on the builder to prove the fact of the service of the notice which has not been discharged by them even after availing the opportunity at the time of final hearing of the appeal.

The complainant has placed reliance on the judgment of the Hon'ble National Commission in *Truezone Buildwell Private Limited versus Bhoop Singh III (2014) CPJ 584 (NC)*, wherein Punitive Cost was imposed on the builder for not disclosing the plot number as well as executing the agreement:

17. On merits while dismissing the petitioner's appeal, the State Commission in the impugned order has observed:

"Admittedly, the complainant booked a plot of 200 sq. yards and deposited a sum of Rs. 2,00,000 with the opposite parties vide receipt dated 20.2.2006. It



is not disputed that at the time of booking, the exact price of the plot was not quoted by the opposite parties. Even the opposite parties never disclosed the exact number of plot which was being allotted to the complainant. Undisputedly, the opposite parties issued several letters to the complainant to deposit the amount of Rs. 18,66,715 which were also replied by the complainant. The complainant never refused to make the payment of balance amount in respect of the plot which was being allotted to him. The opposite parties failed to establish on the record the exact number of plot which was being allotted to the complainant. After perusing the documents available on the record and the correspondence between the parties, we are of the view that it is the opposite parties who without disclosing the exact number of plot demanded the amount from the complainant which was never refused by the complainant at any point of time. Since, there was no refusal by the complainant, the opposite parties had no right to cancel the allotment of plot. The act and conduct of the opposite parties clearly established on the record and amounts to deficiency in service. The District Forum after considering each and every aspect of the case has rightly accepted the complaint and issued directions to the opposite parties as mentioned above. Thus, no interference in the impugned order is made out.

Hence, finding no merit in this appeal, it is dismissed in limini both on the ground of limitation as well as on merits”.

20. No sense can be made out of the meaning (Present and Future). This act of the petitioner in accepting a sum of Rs. 2,00,000 from the respondent in the year 2006, without disclosing the area, location and number of the plot, etc. amounts to a “Deceptive Practice”, which falls within the meaning of “Unfair Trade Practice” as defined under Act. Further, above conduct of the petitioner per se amounts to an act of misrepresentation and alluring the innocent public to part with their hard earned money, without giving them any detail as to for what purpose, petitioner had taken the hard earned money of the respondent.

Hence in the light of entire scenario of facts and law as is discussed above, we conclude that the builder/opposite party in the instant case is guilty of committing serious deficiency in service and the complainant is successful in establishing her case. Thus the complaint case is worth allowed and the alleged

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letter of cancellation 25.07.2010 is liable to be quashed.

ORDER

The complaint case is hereby allowed. The impugned cancellation letter dated 25.07.2010 is hereby quashed. Opposite party is directed to issue a letter of instalments to complainant with respect to the alleged Unit in view of her Application Form dated 03.02.2010. No interest or penal interest for the period commencing in between the execution of the application form till the letter of instalment is to be issued by the opposite parties shall be charged from the complainant. The complainant is entitled to get the possession of the Unit and to get executed the sale deed after completing the requisite formalities thereof. The complainant is entitled to get the cost of the case which is quantified to Rs.15,000/-. Compliance of this order shall be made by opposite party within a period of 2 months, failing which the opposite party shall be liable to pay interest too at the rate of 15% PA on the amount deposited by the complainant with the opposite party from the date of deposit till the date of compliance of this order.


(JUSTICE VIRENDRA SINGH)
PRESIDENT


(U S AWASTHI)
MEMBER

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