

(2014) 12 NCDRC CK 0084

In the National Consumer Disputes Redressal Commission

A P State Bankers

APPELLANT

Vs

Anuradha Properties And Township Pvt

RESPONDENT

Date of Decision : 16-12-2014

Acts Referred:

Citation : 2015 1 CPJ 152

Hon'ble Judges : V.K.JAIN , B.C.Gupta J.

Final Decision : Petition allowed

Judgement

1. THE complainant nos. 1 and 4 were the members of the petitioner Society. Complainant Nos. 1 to 3 claim to have paid a sum of Rs. 4,60,000/- and complainant nos. 4 and 5 claim to have paid Rs. 5,60,000/- to the petitioner, for purchase of plots from opposite party no. 2, M/s. Anuradha Properties and Township Pvt. Ltd. The sale consideration for the plot purchased by the complainant nos. 1 to 3 was fixed at Rs. 10,41,850/-, while the consideration for the plot purchased by the complainant nos. 4 and 5 was agreed to Rs. 10,41,850/-. The payments received by the petitioner Society were passed on by the Society to opposite party no. 2. Initially, the complainants wanted to withdraw on the ground that no approval from HUDA had been taken and requested the petitioner to refund the money which they had paid. But, later they entered into an agreement with opposite party no. 2 for purchase of plots and subsequently, sale deeds in their favour were also executed by the builder.

2. THE grievance of the complainants is that the opposite party no. 2 did not obtain necessary approvals from HUDA/HMDA for the purpose of development and did not even fix demarcation stones on the site. It was found by the complainants that the original owners of the land were still growing crops on them and were not allowing them to enter the said crop. They requested the opposite party no. 2 to cancel the sale deed in their favour and refund the money received by them. That having been not done, they approached the concerned District Forum by way of a complaint. The complaint was resisted by the petitioner Society, inter -alia, on the ground that it was on the request of the

complainants that they had refunded the entire sale consideration to opposite party no. 2, thereby transferring the entire responsibility to the said party. It was also pointed out in the reply filed by the petitioner that the complainants had not paid the balance sale consideration. It also claimed that without making balance payment, the complainants had no right to demand completion of the development work etc. The opposite party no. 2, however, did not contest the complaint and was proceeded ex parte. The District Forum, vide its order dated 31.05.2012, dismissed the complaint on the ground that the cancellation of the sale deed and re-conveying of the plot to the opposite party cannot be directed by a Consumer Forum.

3. BEING aggrieved from the order passed by the District Forum, the complainant approached the concerned State Commission by way of an appeal. Vide impugned order dated 15.04.2014, the State Commission directed the opposite party nos. 1 and 2 to refund the amount which the complainants had paid, alongwith interest on the said amount at the rate of 9% per annum. Costs of litigation amounting to Rs. 5,000/- each was also awarded to both the sets of complainants i.e. complainants no. 1 to 3, comprising the first set and complainants no. 4 and 5, comprising the second set. Being aggrieved from the order passed by the State Commission, the Society is before us by way of this revision petition. It is not in dispute that initially the money was received by the petitioner. It is also an admitted case that the petitioner transferred the money to opposite party no. 2 on the request of the complainants. The money which the complainants had initially paid to the petitioner was adjusted by opposite party no. 2 towards part payment of the sale consideration and sale deeds in favour of the complainants were also executed. The grievance of the complainants that the lay out had not been got approved and even demarcation stone have not been fixed on the site can be addressed only by opposite party no. 2 and not by the petitioner Society. As far as refund of money was concerned, since admittedly, the petitioner Society transferred the amount received from the complainant to opposite party no. 2 on their request, it discharges its contractual obligation towards the complainants and thereafter the complainants can claim of the aforesaid amount only from opposite party no. 2. From whatever angle we may take, we do not find any deficiency on the part of the petitioner Society in rendering services to the complainants.

4. FOR the reasons stated hereinabove, the revision petition is allowed and the impugned order to the extent it directs the petitioner Society to refund the amount in question to the complainants is set aside. Rest of the order passed by the State Commission, however, is maintained.