

(1998) 07 NCDRC CK 0018

In the National Consumer Disputes Redressal Commission

ASHOK SAWHNEY

APPELLANT

Vs

ANSAL HOUSING And CONSTRUCTION LTD.

RESPONDENT

Date of Decision : 24-07-1998

Acts Referred:

Citation : 1998 3 CPJ 141 : 1999 1 CLT 211 : 1999 1 CPR 87

Hon'ble Judges : A.P.Chowdhri , Desh Bandhu J.

Final Decision : Complaint dismissed

Judgement

1. THIS is a complaint under Section 17 of the Consumer Protection Act, 1986. According to the allegations of the complainant, the opposite party (OP) M/s. Ansal Housing and Construction Ltd. had floated a scheme known as "Golden Heights Scheme" for the allotment of farm units in Village Sohna, Tehsil and District Gurgaon. The complainant booked one unit in the said scheme and was allotted farm unit No. D-15. The complainant paid the entire consideration and thereafter the opposite party was to execute the necessary documents for transfers of the ownership of the said unit in the name of the complainant. Possession of the unit was also delivered to the complainant. A number of meetings took place between the parties for finalisation of the execution of the sale deed. Final draft was also approved but the opposite party failed to execute the documents. The grievance of the complainant that inspite of many requests and a written notice/ the other party failed to execute the documents and thereby he was suffering loss as he was unable to raise loan for the purposes of his business. The complainant has estimated the loss at Rs. 6.00 lacs per year. However, he has claimed Rs. 10.00 lacs at the rate of Rs. 5.00 lacs per year from 5.6.1993 till the filing of the complaint and further at the same rate till the documents are executed by the opposite party.

2. UPON notice, the opposite party admitted that the consideration for the unit had been paid by the complainant. The case is the possession of the unit could be delivered to the buyer before or after the execution and registration of the sale deed. The possession of the unit was delivered to the complainant on

15.9.1991. According to the terms of the allotment letter, the entire cost and expenses in connection with the execution and registration of the sale deed have to be borne by the buyer. As early as on 19.5.1992, the opposite party had sent a notice of complete dues to be paid by the complainant. Again accounts were given on 4.4.1994 to the representative of the complainant. In spite of this, the complainant has failed to pay the charges of execution of the sale deed and those are still pending towards him. The opposite party has not failed in its duty nor has been deficient in service to the complainant. In fact, the complainant does not appear to be serious to get the sale deed executed and registered in his favour. The opposite party has always been ready and is still ready to execute the sale deed of the farm unit in favour of the complainant subject to payment of expenses of the same by him. The opposite party denies the receipt of any notice alleged to have been sent by the complainant and on the other hand, it is pleaded that all the letters received from the complainant from time to time have been duly replied. According to the opposite party the complaint is false, vexatious and frivolous. The complainant filed rejoinder. According to him he is not disputing to pay the cost and expenses in connection with the execution and registration of the sale deed. The opposite party is claiming a sum of Rs. 14,500/- on account of registration fee and miscellaneous expenses but they have not disclosed the particulars of such expenses as to how those are to be incurred. The opposite party has also not disclosed as to what will be the registration fee and for what purpose the miscellaneous expenses are being claimed.

We have carefully gone through the pleadings of the parties and the documents filed by them. We also heard the learned Counsel for the opposite party on 31.3.1998. On that date no body had appeared for the complainant.

3. FROM the documents and pleadings of the parties it is clear that there does not appear to be any dispute about the item of Rs. 77,190/- which is being claimed by the opposite party as stamp charges at the rate of 12.5% of the total price of the unit. The only dispute appears to be about the item of Rs. 14,500/- which is being claimed as registration fee and miscellaneous charges. Registration fee is ascertainable. Thus the dispute only remains with respect to miscellaneous charges. This small dispute could be easily settled by the parties by negotiations. The record shows that the complaint was adjourned three times for arriving at a settlement. On the final adjourned date i.e. 31.3.1998 no body appeared for the complainant. The learned Counsel appearing for the opposite party stated that the opposite party was not approached for settlement with the result no settlement could take place. Had the complainant approached the opposite party he could have been told about the miscellaneous expenses which might include cost of drafting of the sale deed etc. After careful consideration, we are of the opinion that the complainant is not entitled to any relief. Consequently we dismiss the present complaint but make no order as to costs. Complaint dismissed.