
(1994) 07 NCDRC CK 0035

In the National Consumer Disputes Redressal Commission

G. Krishnamurthy

APPELLANT

Vs

P. BALARAMAN

RESPONDENT

Date of Decision : 01-07-1994

Acts Referred:

Citation : 1995 1 CPJ 385 : 1995 2 CLT 170

Hon'ble Judges : S.A.Kader , Ramani Mathuranayagam J.

Advocate : V.Raj Kumar

Judgement

1. THIS is a complaint under Section 17 read with Section 12 of the Consumer Protection Act

2. THE case of the Complainant is that he entered into an agreement with the Opposite Party for the purchase of a flat in Door No. 12, Bajanai Koil Street, Choolaimedu for a sum of Rs. 3,50,000/-. He claims to have paid a sum of Rs. 25,000/- initially and subsequently, another sum of Rs. 45,000/-, in all Rs. 70,000/-. THE Opposite Party has failed to execute the Deed of Sale in respect of flat or undivided share of the land. Hence this complaint. The claim is resisted by the Opposite Party. According to the Opposite Party, the default was on the part of the Complainant documents have been filed by the Opposite Party.

The preliminary question which arises for consideration is whether the Complainant is a consumer within the meaning of the Consumer Protection Act and the complaint is maintainable.

3. IT is the admitted case of the Complainant that he entered into an agreement with the Opposite Party for the purchase of a built up flat in Door No. 12, Bajanai Koil Street, Choolaimedu for a sum of Rs. 3,50,000/- and paid an advance of Rs. 70,000/-. This is, therefore, an agreement for sale of immovable property. No question of service arises. The remedy of the Complainant is to file a suit for specific performance or for the recovery of the amount in a Competent Court of Civil Jurisdiction. The complaint filed before this Commission is misconceived. In the result, the complaint fails and is dismissed, but without costs. It is open to

the Complainant to file the necessary civil suit against the Opposite Party.
Complaint dismissed.