

(1999) 09 NCDRC CK 0010

NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION

Case No: None

VASANT B.SONAWANE

APPELLANT

Vs

RATNA BUILDERS

RESPONDENT

Date of Decision: Sept. 15, 1999

Citation: 2000 2 CPC 689 : 2000 3 CPJ 362

Hon'ble Judges: A.A.Halbe , G.R.Bedge , Rajyalakshmi Rao J.

Final Decision: Appeal dismissed

Judgement

1. THIS appeal is directed against the order of dismissal of Complaint No. 721/96 by the District Forum, Pune and further awarding an amount of Rs. 10,000/- to the opposite party on the ground that the complaint filed is vexatious and that the complainant be penalised by directing him to pay Rs. 10,000/- to the opposite party. We have, therefore, gone through the judgment carefully and we find that the judgment is appropriate and deserves to be confirmed. The few facts are that the complainant, who is the employee in the Municipal Transport has filed this complaint for the deficiency of service on the part of the opposite party in providing him the flat. The complainant had booked the Flat No. 3 in the building proposed to be constructed in Survey No. 184 of Pimpri Waghere for Rs. 1,12,806/-. The agreement was dated 2.3.1990. The complainant had agreed to pay the instalments at the appropriate times and that by way of deposit he had deposited Rs. 1,000/- with the opposite party. On payment of all the instalments in time, the construction was to be completed within 18 months. However, it is to be found that the instalments were paid very late. None of the instalment was paid in time. In the results, the instalments extended upto 12.8.1994. The possession of the flat was given on 15.5.1995 under the pretext that complainant wants to perform Griha Pravesh Ceremony. Complainant had contended that the opposite party demanded excess amount by concealing the fact that he had executed the deed of correction dated 10.12.1995 and asked for the increased area from 501.36 sq. ft. to 550 sq. ft. He had also got 2 doors set up by the opposite party and in the result, the opposite party demanded that increased amount of Rs. 58,000/-. The increased price of the

flat was on account of increased area and that the price was Rs. 1,37,000/- and odd.

2. THE District Forum further found that the complainant himself produced the stamp papers for effecting the correction deed. He also secured the possession under the pretext of Griha Pravesh Ceremony and not only that he sublet the said flat to the tenant for monthly lease of Rs. 1,500/-. This was in contravention of Clause 12 of the agreement. At that stage, the complainant paid some amount to the opposite party. THE District Forum found that the complainant had not come with clean hands and he had concealed some important facts and demanded relief against the opposite party, to which he was not entitled. THE District Forum had discussed at length the mala fides on the part of the complainant and we believe that the documentary evidence on record and the discussion of the District Forum in this behalf, calls upon us not to interfere with the order.

The order of compensation in the circumstances is also appropriate. The parties cannot be allowed or be encouraged to file such false complaints. The contention raised by the appellant contrary to the judgment are not sustainable. We, therefore, find that this is a case, where the complaint should be enlightened by the fact that he cannot file false complaint and if he decides to file complaint, he should be answerable for the compensation to the party, which has been wrongly dragged to the District Forum. We are, therefore, of the view that the judgment of the District Forum calls for no interference and accordingly dismiss the appeal and confirm the order of dismissal passed by the District Forum in Complaint No. 721/96. In these terms, we dispose off this appeal. Appeal dismissed.