

(1999) 06 NCDRC CK 0010

NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION

Case No: None

SHASHI KIRAN SOOD

APPELLANT

Vs

CHIEF EXECUTIVE
OFFICER, GREATER
NOIDA INDUSTRIAL
DEVELOPMENT
AUTHORITY

RESPONDENT

Date of Decision: June 28, 1999

Citation: 1999 3 CPJ 31

Hon'ble Judges: S.K.Parthasarathy , R.K.Anand J.

Final Decision: Application dismissed

Judgement

1. AN application for compensation under Section 12B of the MRTP Act, 1969 (the Act for brief) has been filed by Smt. Shashi Kiran Sood stating that she applied for allotment of a plot vide Application No. 0006874 (01) Scheme Code (02) and deposited a sum of Rs. 5,100/- with the respondent. It has been further stated that she was informed by the respondent vide letter dated 7.6.1992 that she had been allotted a plot of 60 sq. mtrs. at an estimated cost of Rs. 51,000/- and she was asked to deposit the balance amount of Rs. 45,900/- within 45 days. She was also informed that the specific number of the plot would be intimated to her after the draw of lots. She has further stated that she was again reminded by the respondent vide its letter dated 16.2.1993 that she should deposit the balance amount with interest @ 20% but being a Government servant in Delhi Administration, she was unable to pay the amount in lumpsum and, therefore, asked the respondent to recover the amount in instalments. Her grievance is that the respondent, however, did not accede to her request and asked her vide its letter dated 3.5.1993 to deposit the entire amount immediately. It has been complained by her that the initial deposit of Rs. 5,100/- made by her as registration amount has been forfeited by the respondent and forfeiture of the amount that is tantamount to an unfair and deceptive trade practice within the meaning of the relevant provisions of Section 36A(1) of the Act.

She has further stated that she approached the Commission with her complaint and, as advised, she has filed the present compensation application under Section 12B of the Act. She has claimed refund of the amount deposited by her initially as registration money and also interest @ 18% besides compensation for harassment and other expenses incurred by her totalling Rs. 20,025/-.

2. IN reply, while denying the allegation of adoption of and indulgence in unfair trade practices, it has been stated on behalf of the respondent that the applicant had applied for allotment of plot under the Alpha Scheme and deposited registration money of Rs. 5,100/-. It has been further stated that as she had applied for a plot on cash-down basis, she was asked to deposit the balance amount of Rs. 45,900/- in lumpsum within 45 days and since she defaulted in payment, her allotment was cancelled and the registration amount was forfeited.

On completion of pleadings, the following issues were framed :

1. Whether the respondent has indulged in unfair trade practices as alleged by the applicant ? 2. Whether the applicant has suffered any damage or loss due to the alleged unfair trade practices ? 3. Whether the applicant is entitled to any compensation ?

Relief, if any. Both the applicant as well as the respondent have filed affidavits by way of evidence. 4. We have heard the learned Advocates for the applicant as well as the respondent. The case of the applicant is that the respondent has adopted and indulged in unfair trade practices by forfeiting her initial registration amount of Rs. 5,100/- and not allowing her to make the payment of the balance amount of Rs. 45,900/- in instalments. She has stated that she is an employee of Delhi Administration, of modest means and is not in a position to pay the entire balance amount in lumpsum. The case of the respondent on the other hand is that the applicant applied for a plot under the Alpha Scheme and the terms and conditions of the allotment including forfeiture of amount and cancellation of allotment in the event of default in payments have been spelt out in the brochure and the conditions in the brochure were accepted by the applicant when she applied for a plot. It has been further explained that Clause F-3 of the brochure stipulates that in case an allottee fails to deposit the amount within the prescribed time-limit, the allotment is liable to be cancelled and the initial deposit would be forfeited. It has also been stated that under the terms and conditions the maximum amount that can be forfeited is limited to 10% of the total value of the plot and in the present case Rs. 5,100/- works out to 10% of the total cost of the plot which is Rs. 51,000/-.

3. IT is not disputed or denied that the applicant has not paid the balance amount in lumpsum as she was required to do and instead made a request for the concession of easy instalments. IT is also not in dispute that her request for payment in instalments was rejected and she was asked to make the payment immediately and the allotment was cancelled and the amount was forfeited on her failure to do so. IT is also not denied that the respondent has followed the conditions spelt out in brochure and under Regulation F-3 of the brochure, the respondent is authorised to forfeit 10% of the total value of the plot. Thus, there is no escape from the conclusion that the respondent has acted in accordance with the stipulations in the brochure cannot be said to have adopted or indulged in the alleged unfair trade practice.

In view of the above, our findings on Issue Nos. 1 and 2 are that the respondent is not guilty of any unfair trade practice and no loss or damage can be said to have been caused to the applicant as a consequence of the alleged unfair trade practices. Keeping in view these findings, no compensation is payable to the applicant and her compensation application is, accordingly, rejected with no order as to costs and on the facts and in the circumstances of the case. Application dismissed.