
(2011) 03 NCDRC CK 0017

NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION

Case No: None

Mangilal Soni

APPELLANT

Vs

T.Marappa

RESPONDENT

Date of Decision: March 25, 2011

Citation: 2011 0 NCDRC 165 : 2011 2 CPJ 95 : 2011 2 CPR 57

Hon'ble Judges: R.C.Jain , Vinay Kumar J.

Advocate: Arvind Jain

Judgement

1. WE have carefully perused the averments and allegations made and relief claimed in this complaint. On doing so, it appears to us that cause of action for filing the present complaint is entirely based on the failure of the opposite party to discharge its obligation under an agreement to sale dated 23.11.2007 by which the opposite parties had agreed to sell immovable property, a piece of land bearing Sy No.11/1 measuring 02 acres 02 guntas situated at Nyanappanahalli Village (Hulimavu), Begur Hobli, Bangalore South Taluk, Bangalore District to the complainant for a total consideration of Rs.2,00,00,000/- out of which, complainant had paid a sum of Rs.20 lakh. The opposite parties failed to execute the Sale Deed of the agreed land and to receive the balance consideration of Rs.1,80,00,000/-. One of the stipulation in the said agreement was that on the failure of the vendors to execute the sale deed, the complainant would be entitled to five times of the part consideration which was paid by the complainant.

2. TAKING the averments and allegations on their face value, we are of the considered opinion that opposite parties cannot be said to have rendered any service to the complainant, for the deficiency of which, the complaint can be filed before a consumer fora. It appears to be a case of non performance of its obligation by a vendor under an

agreement to sell for which the complainant would have been advised to file civil suit either for specific performance of the agreement to sell or any other alternative relief in accordance with law. In our opinion, the complaint before this Commission is wholly misconceived and is dismissed as such, however, with liberty to the complainant to work out his remedy before a competent court in accordance with law.