

NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION

NEW DELHI

CONSUMER COMPLAINT NO. NC/CC/184/2015

NEERAJ CHAUDHARY & ANR.

PRESENT ADDRESS - S/O. R.M. CHAUDHARY, R/O. B-94, UDYOG VIHAR, PHASE-V, ,
GURGAONCENTRAL,DELHI.

Monia Chaudhary

PRESENT ADDRESS - W/o. Neeraj Chaudhary R/o. B-94, Udyog Vihar, Phase-V, , Gurgaon
.....Complainant(s)

Versus

M/S. NEELKANTH TOWNSHIP PLANNER PVT. LTD. & ANR.

PRESENT ADDRESS - CORP. OFFICE OURANIA, GOLF COURSE ROAD, NEAR IBIS HOTEL,
SEC-53, GURGAON, , HARYANA - .GURUGRAM,HARYANA.

DR. SHUBHAM SOGANI DIRECTOR

PRESENT ADDRESS - M/S. NEELKANTH TOWNSHIP PLANNER PVT. LTD., REGD. OFFICE 9,
KASTURBA GANDHI MARG, , NEW DELHI - .NEW DELHI,DELHI.

.....Opposite Party(s)

BEFORE:

HON'BLE MR. JUSTICE A. P. SAHI , PRESIDENT

HON'BLE MR. BHARATKUMAR PANDYA , MEMBER

FOR THE COMPLAINANT:

MR. DHARUV DARGAN, ADVOCATE MR. ROHIT ARORA, ADVOCATE

FOR THE OPPOSITE PARTY:

MRS. KANIKA AGNIHOTRI, ADVOCATE MR. SIDDHARTH ARORA, ADVOCATE MR.
VIDIT PRATAP SINGH, ADVOCATE

DATED: 15/05/2026

ORDER

1. The matter has been pending for long and was taken up on 15.01.2026 when it was made clear that the matter shall proceed for final hearing today. Mr. Dargan, learned Counsel for the Complainants wanted an accommodation in order to move an application for amendment in the prayer regarding the relief Clause (a) and urged that he may be permitted to incorporate the relief for declaring the cancellation to be invalid.
2. We have considered the said submission and we do not propose to grant any

adjournment and in fact relief Clause (a), as we shall hereinafter explain, covers the said relief prayed in the light of the averments made in the Complaint itself. We have therefore proceeded to hear the matter finally today.

3. The Complaint has been filed by Mr. Neeraj Chaudhary and his spouse Mrs. Monia Chaudhary alleging deficiency in service and unfair trade practice on the part of the Opposite Parties / Builder Developer in respect of the allotment of flats in the project Known as Ourania at Golf Course Road, Gurgaon, Haryana.
4. The Complainants alleged that even though they required a villa, on the suggestion of the Opposite Parties, they applied for a 2 BHK Flat measuring 13.19 sq. feet and another 3 BHK Flat measuring 19.94 Sq. feet for which they made initial deposits of Rs.6,00,000/- and Rs.9,00,000/- respectively. The Complainants allege that they were issued provisional allotment letters and then demands were raised for instalments. The Complainants also applied for housing loan from the LIC Housing Loan Finance Limited that approved a loan of Rs.74,90,000/- out of which a sum of Rs.11,00,000/- was released and was paid to the Opposite Parties.
5. The complainants visited the site in March, 2007 and were surprised to see that the developments were not as per terms and conditions and to the contrary further demands were raised. The allegation of the complainant is that the construction work had not even reached the 5th level, yet the demands were being raised time and again contrary to the agreement.
6. According to the complainants, certain payments were made as alleged in paragraph 16 in respect of both the units. Paragraph 16 of the complaint is extracted hereinunder:

“16. That complainants being law abiding citizens preferred to avoid litigation and even on the very same day ie on 14/08/2011 they cleared all the dues

regarding both the flats vide cheque nos. 098203, 098204, 098205, 098206 & 098207 of amount Rs. 36,67,429/-, Rs. 10,92,807/-, Rs. 23,00,000/-, Rs. 9,33,545/- & Rs. 7,22,875/- respectively. That the photocopy of the cheques dated 14.08.2011 are annexed as Annexure C-14.”

7. However, the said paragraph has been denied in paragraph 16 of the reply of the OPs which is extracted hereinunder:

“16. It is further respectfully submitted that the Complainants having paid approximately only 11% of the Basic Sales Price can in no manner justify their claim of damages to the tune of Rs. 4,39,59,440/- (Rupees Four Crores Thirty Nine Lakhs Five Thousand Four Hundred and Forty Only) The Complainants even otherwise have no rights whatsoever in the said flats as the allotment already stands cancelled.”

8. The contention of the learned counsel for the OP is that not even 25% of the amount had been paid and that it was only Rs. 9 lakhs and Rs. 6 lakhs at the initial time of booking as well as a sum of Rs. 11 lakhs from the LIC Housing Finance Ltd. that had been paid to the OPs. The OPs have also indicated that the complainants were defaulters and therefore were also liable for the forfeiture of the amount, keeping in view the terms and conditions of the agreement and therefore they are not entitled to any refund.
9. It is urged that there is no deficiency on the part of the OPs nor there is any unfairness, in as much as, after the complainants failed to satisfy the payment from the terms of the agreement, the bookings were cancelled which stands admitted in paragraphs 19 and 20 of the complaint which are extracted hereinunder:

*“19. That after all the dues were clear against the above mentioned flats, the respondent company made its deceit intentions clear by sending **a letter of cancellation to the complainant on 12.06.2012.** This letter makes it clear*

that the company is playing fraud with the consumers. It amounts to unfair trade practice as the respondents have threatened cancellation of the registration of the residential flats, even when all the dues have been cleared much before this letter. That the letter dated 12.06.2012 is annexed as Annexure C-15.

*20. **That after receiving the letter of cancellation the complainant** immediately contacted the respondent company and number of meetings took place between the complainant and the respondent company to resolve this issue. But the respondent company always tried to linger on this issue and never tried it to resolve this dispute.”*

10. It is pointed out that the payments which were made to the complainants were a Construction Linked Plan that has been explained in the reply, but they failed to make payments. The fact of cancellation is also admitted by the OPs in their reply in paragraph 19(w).
11. According to the OPs, a legal notice was sent to the OPs in June, 2013 to which the OPs replied on 22.08.2013. The basic sale price of the units as reflected in the application forms is Rs. 6,500/- per sq. ft. The proposed basic sale price of the 2bhk flat as per the Apartment Buyer’s Agreement dated 17.05.2011 is reflected at Rs. 87,98,360/-. Similarly for the 3bhk apartment, the basic sale price indicated was Rs. 1,31,81,360/-. Out of the said amount, according to the OPs only Rs. 26 lakhs had been paid and the rest of the amount was defaulted apart from the other dues over and above the basic sale price. Thus, the cancellation occurred, whereafter the present complaint was filed with the following main relief:

*“(a) pass appropriate **order / direction to the effect that** the letters **bearing Customer ID: ORN/0226-227 dated 12.06.2012** and subsequent letter/reply dated 22.08.2013 are results of **unfair trade practice** and suffers from defects and deficiencies and as such are **not binding on the rights and***

titles of the complainant qua the above flats/ apartments nos. 1104-05 situated in Ourania Gurgaon.

12. This relief is directly in relation to the grievance of cancellation and declaration of the same as an unfair trade practice. The contention of the learned counsel that the same should be treated to be a prayer for declaring the cancellation to be illegal is being entertained in the light of the prayer made therein and therefore no fresh application is required for the same as prayed for by the learned counsel for the complainant.
13. The question therefore is as to whether the said cancellation was in accordance with the terms of the agreement or otherwise.
14. We have perused the agreement and the Construction Linked Plan payments and we find that the complainant failed to adhere to the said payment schedule. The question of any unfair trade practice therefore does not arise. There was a tripartite agreement with the LIC Housing Finance Ltd. that had sanctioned the loan for the said premises, but only a sum of Rs. 11 lakhs was paid. The OPs accordingly intimated the LIC Housing Finance Ltd. about the default of the complainants and since the property was mortgaged with the LIC Housing Finance Ltd., under the tripartite agreement, therefore the corporation had a lien on the property. However, the cancellation could not be given effect to unless the dues of the corporation were cleared.
15. The OPs have admittedly proceeded to clear the entire dues of the LIC Housing Finance Ltd. and in between the said property was sold by the OPs to some other purchaser, who in turn has also sold the same.
16. Learned counsel for the OPs, while advancing submissions, has urged that there was no injunction by this Commission in respect of either the cancellation or sale nor was there any application filed by the complainant to that effect. Consequently, there was

no embargo on the OPs to have negotiated the said property during the pendency of this complaint.

17. These facts have been submitted and as noted in the previous order, the complainant has also filed a Suit against the OPs claiming reliefs in respect of the same property in question.
18. Nonetheless, we have to examine whether there has been any deficiency or unfair trade practice on the part of the OPs at the time when the complaint came to be filed. As noted above and as pleaded by the OPs in their reply, we find substance in the arguments of the learned counsel for the OPs that the complainants had defaulted in the payments and the property had during the pendency of the complaint been negotiated twice in favour of third parties.
19. Learned counsel for the OPs is correct in her submission that in the absence of any injunction or even an application on the part of the complainants, the cancellation was intact and therefore the property was open to negotiation with a third party. May be the doctrine of *Lis Pendens* would possibly apply in an appropriate case, but on the facts of the present case the complainants themselves being defaulters cannot claim the setting aside of the cancellation as a matter of right.
20. We further find that I.A. No. 9377/2025 had been moved by the OPs for impleading the LIC Housing Finance Ltd., but we had specifically rejected the same vide our order dated 15.01.2026 in the background that the loan of the LIC Housing Finance Ltd. stood already satisfied by the Opposite Parties.
21. However, while the submissions were being advanced on the previous occasion, learned counsel for the OPs had come up with an oral offer in the background above that it is open to the complainants to seek refund of the amount which they have paid

at the time of booking along with a reasonable interest and the matter may be closed on that count. The complainants through their Advocate had declined this offer and had opted for final hearing.

22. In the background above, we find that the offer made by the OPs was not only justified, but was also the only relief which the complainant could in the circumstances of the case possibly claim. The complaint therefore cannot succeed for a compensation to the tune of double the amount of the basic sale price as prayed for and is a misconceived prayer. We therefore in the exercise of the powers granted to this Commission to determine compensation in the light of the parameters of Section 14 of the Consumer Protection Act, 1986 find it just and expedient to award refund of the amount to the complainants that was deposited by them at the time of the booking with a reasonable rate of interest.

23. We therefore modify the reliefs as prayed for and partly allow this complaint for refund of the entire amount as deposited by the complainants with the OPs with interest @ 9% per annum with effect from the date of respective deposits till the date of actual payment.

24. The complaint stands disposed off accordingly.

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A. P. SAHI
PRESIDENT

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BHARATKUMAR PANDYA
MEMBER