

**DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION, UNA, CAMP AT SOLAN , DISTRICT
SOLAN , HIMACHAL PRADESH.**

Consumer Complaint No. : DC/25/CC/143/2024
Date of Presentation : 08-01-2025
Date of Decision : 12-06-2026

In the matter of :-

1) Smt. Ravneet Singh wife of Sukhmandir Singh
resident of House No. C-25, East of Kailash, New Delhi –
110065.

2) Sukhmandir singh son of Harbhajan Singh resident of
House No. C-25, East of Kailash, New Delhi – 110065.

-----Complainants

Versus

1) Himalayan Dreams Villas Pvt. Ltd., through its
Director, Registered office: 2-201, Himalayan
Dreams, Village Gulhari, Dharampur-Kanda Road,
Tehsil Kasauli, District Solan, HP – 173209.

2) Vicar Walia, authorised Signatory Himalayan
Dreams Villas Pvt. Ltd., Registered Office: 2-201,
Himalayan Dreams, Village Gulhari , Dharampur-
Kanda Road, Tehsil Kasauli, District Solan, HP-
173209.

---- Opposite parties

**Complaint under Section 35 of The
Consumer Protection Act, 2019**

Before: Mr. D.R. Thakur, President.
Mrs. Vijay Lamba , Member
Mrs. Neelam Gupta, Member

For Complainants : Shri Vaibhabh Chauhan, Adv.,
Opposite parties are exparte.

ORDER :- Per Mr. D.R. Thakur, President.

The facts, in brief , are that opposite
parties have built 1,2 and 3 bedroom apartments on
one side of the hill on the road going to Kanda from
Dharampur and are also developing the project
named "EkjapSamridhi" in Village Anji, Dharampur

District Solan, HP. Opposite parties had planned to develop cottages in which opposite parties were offering plots measuring 300 sq.yds with a built up cottage of two bedrooms, hall and kitchen measuring 700 sq.ft at a price of Rupees 60 Lac plus charges for common amenities like electric sub station, sewage treatment plant etc. and registration charges. Opposite parties also offered to build cottages as per requirements and design of individual owners. In the second half of 2020 the son-in-law and daughter of complainants visited Dharampur in search of suitable property and met opposite parties. Opposite parties showed them existing apartments, location of which was liked by them and they proceeded to book the land of one bedroom apartment for them. On return to Delhi son-in-law of complainants, Shri Manbir Singh Grewal informed them about plans to develop another property at Anji Village , Dharampur, with cottages, and pursuant to which opposite parties contacted opposite parties No.1 and 2. Opposite party No.1 met complainants at Delhi and explained the cottage project "EkjapSamrudhi" in which complainants No.1 and 2 could get a cottage of their

own layout and elevation design. Opposite party No.1 further promised to hand over possession by Diwali, 2021. Opposite parties asked for a booking amount of Rupees 5 Lac to which complainants agreed and on very day handed over a cheque of Rupees 2 Lac. Thereafter complainants made a trip to Dharampur in October/November 2020 to visit the project site and met opposite parties for registration of ownership of land and cottage and completion of project in a time bond manner to which opposite parties gave assurance to hand over the cottage by Diwali 2021. Complainants made further payment of Rupees 3 Lac by cheque to opposite parties on 11-11-2020. Opposite parties had agreed that they will design cottage as per the requirement of complainant in corner plot adjoining a pine tree forest. Complainants and opposite parties had visited Solan to meet Architecture Mr. Gupta to finalise the lay out and complainant also met with one Ms. Rhea, a resident of Bangalore, who was the close associate of opposite parties. In mid of 2021 second phase of covid struck and project started getting delayed. Even after covid restrictions were lifted, the work on

'EkjapSamrudhi project' did not pick up. In the meantime opposite parties shifted their interest to develop project in Goa and also shifted the supervisor Mr. Shambhu to Goa. Opposite parties had totally neglected the project of complainant. Complainant had met opposite parties many times to remind them of their promise. Complainant kept on calling opposite parties to impress upon urgency of requirements of complainants but opposite parties started giving excuses on one pretext or the other. Complainants had paid total amount of Rupees 32 Lac to opposite parties towards 'EkjapSamrudhi project as and when asked by opposite parties. Payment made by complainants to opposite parties is produced here-in-under:

Sr. No.	Date	Cheque No. (HDFC Bank)	Amount (Rs.
1	01-10-2022	000030	2,00,000/-
2	11-11-2020	000031	3,00,000/-
3	12-02-2021	000032	7,50,000/-
4	22-02-2021	000033	5,00,000/-
5	10-03-2021	000034	2,50,000/-
6	31-01-2022	000038	6,00,000/-
7	10-02-2022	000039	6,00,000/-
		Total	32,00,000/-

. Complainants have paid substantial amount out of their hard earned retirement fund which is causing them financial burden. Project has not been started by opposite parties despite promises and agreement

signed by opposite parties. There is deficiency in service on behalf of opposite parties and it has been prayed that this complaint be allowed.

2. No reply has been filed by opposite parties as they did not put their appearance before this Commission despite service and they were proceeded against exparte.

3. Complainants led evidence in support of their pleadings.

4. We have heard learned counsel for complainants and also gone through the records of case file carefully.

5. It is the case of complainants that opposite parties had agreed to develop a project named 'EkjapSamidhi project' in Village Anji, Tehsil Dharampur, District Solan, HP. Opposite parties had promised to offer plot measuring 300 sq.yards with a built up cottage of two bedrooms, hall and kitchen measuring 700 sq.feet at a price of Rupees 60 Lac. As per complainants opposite parties had agreed to hand over cottage to complainant by Diwali 2021, but opposite parties have not constructed the same despite payment of Rupees 32 Lac to opposite parties. Complainants have produced on record

agreement Annexure P-3 which has been signed by complainant Ravneet Singh and opposite party No.2. Complainants in their affidavits Annexure P-5 and P-6 have stated that opposite parties had promised to develop the plot and to hand over possession of plot with cottage of two rooms by Diwali, 2021. They have also stated that they paid Rupees 32 Lac to opposite parties for construction work but no construction work was made by opposite parties at the spot and said cottage was not handed over to complainants. Complainants have produced on record statement of account of Ravneet Singh, complainant, to prove payment of Rupees 32 Lac to opposite parties. This statement of account Annexure P-2 shows that complainant made payment to opposite parties as per following table:-

Date	Amount
01-10-2020	2,00,000/-
12-11-2020	3,00,000/-
12-02-2021	7,50,000/-
22-02-2021	5,00,000/-
10-03-2021	2,50,000/-
01-02-2022	6,00,000/-
10-02-2022	6,00,000/-
Total = Rs. 32,00,000/-	

Therefore, complainants have paid total Rupees 32,00,000/- to opposite parties. Opposite parties

have not come before this Commission to rebut this evidence that opposite parties had agreed to hand over the possession of cottage by Diwali, 2021. Therefore, it stands proved that complainants paid Rupees 32,00,000/- to opposite parties for construction of cottage at the spot but opposite parties have failed to construct the cottage and they have received Rupees 32,00,000/- from complainants. Legal notice Annexure P-4 was also issued to opposite parties but despite that opposite parties had not given the promised services to complainant and had not paid the amount back to complainant nor constructed the cottage as per EkjapSamridhi project, which is deficiency in service on behalf of opposite parties and complainants are entitled to the claim.

6. In view of above discussions the present complaint is allowed and opposite parties are directed to refund back the amount of Rupees 32,00,000/- to complainants along with interest at the rate of 9% per annum from date of filing of the complaint till its realisation, within 30 days from receipt of copy of this order. Since complainants were forced to file the complaint so Rupees 30,000/-

on account of mental tension and harassment and Rupees 20,000/- towards litigation expenses are also granted to them to be paid by opposite parties. Let certified copy of this order be sent to the parties free of cost as per rules. The file after due completion be consigned to Records.

Announced
12-06-2026

(D.R. Thakur)
President

(Vijay Lamba)
Member

(Neelam Gupta)
Member

DISTRICT CONSUMER COMMISSION UNA