# IN THE DELHI STATE CONSUMER DISPUTES REDRESSAL COMMISSION

**Date of Institution: 03.05.2013**
**Date of hearing: 27.05.2025**
**Date of Decision: 26.09.2025**

## COMPLAINT CASE NO. 277/2013

**IN THE MATTER OF**

1. MR. SHEKHAR SHARMA,
S/O SH. S.K. SHARMA,
R/O T-3/203, PARSHVNATH PRESTIGE-II,
SECTOR-93-A, NOIDA, U.P.

.... COMPLAINANT

**(Through: Mr. Varun Kathuria, Advocate)**

**VERSUS**

**ARN INFRASTRUCTURES INDIA PVT. LTD.,**
**THROUGH ITS CHAIRMAN/MANAGING DIRECTOR,**
9, BIRLA HOUSE, ARYA SAMAJ ROAD,
KAROL BAGH, NEW DELHI-110005.

.... OPPOSITE PARTY

**(Through: Mr. Vivek Singh & Ms. Eesha Shonak, Advocate)**

**CORAM:**
**HON'BLE JUSTICE SANGITA DHINGRA SEHGAL, PRESIDENT**
**HON'BLE MS. PINKI, MEMBER (JUDICIAL)**
**HON'BLE MR. J.P. AGRAWAL, MEMBER (GENERAL)**

Present: Mr. Varun Kathuria, Counsel for the Complainant appeared through VC.
Mr. Ajay Lulla, Proxy Counsel for Mr. Vivek Singh, Counsel for the OP (Enrl. No. D/11431/2024, Mobile : 9810182555), Email: lexalliance.vivek@gmail.com)

**PER: HON'BLE MR. J.P. AGRAWAL, MEMBER (GENERAL)**

## JUDGMENT

1. Complainant has filed the present complaint against the Opposite Party seeking following reliefs:

a) *direct the Respondent/Opposite Party to handover vacant and peaceful possession of the site, complete in all respects, to the Complainant;*

b) *direct the Respondent/Opposite Party to pay a sum of Rs. 15,00,000/- to the Complainant, as compensation on account of harassment, mental tension, agony suffered by the Complainant;*

c) *direct the Respondent/Opposite Party to pay a sum of Rs. 8,00,000/- to the Complainant, being the monthly committed return due wef September, 2010, till April, 2013 with pendent lite and future interest @ 18% per annum;,*

d) *direct the Respondent/Opposite Party to pay a sum of 25,000/- each month, to the Complainant, wef May 2013, pendent lite till date of handling over of possession of the unit complete in all respects along with interest @ 18% per annum;*

e) *award costs of the present complaint in favour of the Complainant and against the Respondent/Opposite Party;*

f) *pass such other or further orders, as this Hon'ble Forum may deem fit and proper in the facts and circumstances of the case and in the interest of justice.*

2. Brief facts necessary for the adjudication of the present complaint are that the opposite party is a Company in the Real Estate Industry and are engaged in the activities of developing, constructing and promoting a project called "The Globus", on a piece of land measuring 15 acres at plot No. 22, Knowledge Part, Greater Noida, U.P. The jurisdiction of this Hon'ble Forum has been invoked as the Respondent/Opposite Party has its Corporate and Registered Office at 9, Birla House, Arya Samaj Road, Karol Bagh, New Delhi-5, and is functioning from the said office. Complainant booked / purchased a total area 500 sq.ft. on the First floor of the said project for a total sum of Rs. 10,00,000/- on 14th May, 2010 to enable him to earn his livlihood. At the time of purchasing the said unit, the Complainant were informed by the Respondent/Opposite Party that the entire complex would be ready and complete in all respects by June, 2010 and till the time the possession of the unit of the Complainant is handed over to them the Respondent/Opposite party undertook to pay to the Complainant an amount of Rs. 25,000/- less TDS, each month to them as committed return, w.e.f. July, 2010 till date of possession/use/occupation. Accordingly, Complainant made a payment of Rs. 10,00,000/- to the opposite party and an MOU was executed between the parties.

3. Complainant vide letter dated 25.09.2010 was informed by the Opposite Party that project was complete and ready for occupation and on making the balance payment, a unit could be handed over to him. The Complainant then visited the office of the Respondent/Opposite Party and met Mr. O.P. Sharma who is the General Manager of the Respondent/Opposite Party. Mr. Sharma also gave them a final breakdown of the payments to be made the said amount included charges for one time lease rent @ 75 per sq. ft., electrification charges @ Rs. 85 per sq. ft., car parking charges @ 1,50,000/-. The above charges were arbitrarily and unilaterally applied and the Complainant was informed that these were mandatory charges which had to be paid. The Complainant demanded to see the completion certificate issued by the competent authority but they were informed that a copy of the same shall be sent to them in a few days time. The Complainant, on several occasions approached and requested the Respondent/Opposite Party to deliver vacant and peaceful possession of the site, complete in all respects or to refund the amount paid by them with interest alongwith the commitment charges due but the Respondent/Opposite Party has blatantly refused to take any action and has avoided or delayed to deal with the subject citing one excuse or another. No action was by the Opposite Party till July, 2012. That having no other option, Complainant has filed the present complaint.

4. The opposite party has stated that Complainant is not a Consumer as defined under the Consumer Protection Act. The Complainant had purchased the space in the project for commercial purpose i.e. to trade the Space and earn profits in IT towers. The Complainant never intended to use the Space, but, had acted as an Investor. It is also well

evident from the understanding between the parties that the unit was purchased for commercial purpose as the project contemplates that the allotment is for the open spaces and the hall as a whole was to be rented out. That the Complaint is hopelessly bared by time. The booking was done in May, 2010. The project was complete in September, 2010. The completion certificate was issued by the Greater NOIDA Industrial Development Authorities on 1st September 2010. As such, the Complaint is barred by time. That immediately upon grant of completion certificate, Respondent started looking for prospective lessee for the said project so that the same can be put on lease and the rentals could be remitted to the investors in terms of the M.O.U. However, due to slump in the economy and worldwide recession in IT industry and factors beyond the control of the Respondent, the Respondent could not find any lessee. It is stated that the NOIDA authority had allotted the plot in question for IT / ITES project. There was huge demand of IT / ITES project however, by the time building was ready, there was total slump in IT industry and it became impossible for the Respondent to buildings find a lessee for the building. The said impossibility was not within the contemplation of the Respondent at the time of execution of MOU. The term of the MOU whereby the Respondent had assured to get the first lease done has become void as per section 56 of the Contract Act on account of said impossibility to perform the obligation. Therefore, no case of deficiency in service is made out for alleged inability to get the building leased. That during 2011 to 2012 lot of other investors came forward and paid their respective balance charges to the Respondent company and hence various Tri-Partite Agreements were also executed between the original lessor i.e. Greater Noida Industrial

Development Authority (GNIDA), original lessee of the said site i.e. M/s Premier Information Technology Parks Pvt. Ltd. and the respective investor which completely discharged the Respondent from all its obligations. The very fact that various Tri-Partite Agreements were executed shows that the Respondent never intended to cheat any investor. Opposite Party has prayed to dismiss the complaint with cost.

5. Complainant, in their rejoinder has stated that the said project is neither complete, nor ready for occupation and the certificate received for the project is merely a conditional part occupancy certificate. The Opposite Party has not given actual physical possession of the units to the Complainant or other buyers. Even the buyers who have executed a tri-partite sub-lease deed with the competent authority have not received the vacant and physical possession of their units even till date and their units have also not been marked or demarcated and cannot be kept under lock and key. Complainant bought this unit to earn his livelihood through self use but the question of the final use of his unit is irrelevant at present since the project "The Globus" is neither complete nor ready even till date, and the Complainant has not been allotted any unit.

6. Complainant has further stated that the sole and only reason why the Opposite Party was unable to fulfill its obligation of getting the lease done for the units in the project "The Globus" is that the project is neither complete nor ready even today and the units in the said project are neither marked nor demarcated and are not in a condition to be occupied till date. Complainant has further stated that nowhere in the MOU executed between the parties has it been mentioned that the unit of the Complainant will not be separately marked or demarcated or

that the hall shall be rented out as a whole. Therefore, the Complainant is entitled to a full refund of the money alongwith interest and penalty.

7. Complainant has further stated that Hon'ble Supreme Court of India has made it clear in a catena of judgments that Arbitration proceedings do not bar any proceedings under the Consumer Protection Act. The Complainant has further denied that the present complaint is barred by time as the cause of action of the Complainant is a continuous one as the project called "The Globus" is neither complete nor ready even till date.

8. Both parties have filed their evidence by way of affidavit and written submissions.

9. Complainant, in his evidence has stated that they are constrained to approach this Forum against the gross acts of the Respondent which has committed serious deficiency of services and has indulged in criminal and unfair trade practices. Complainant has filed a detailed brochure of the said project alongwith a copy of MOU executed between both parties in support of their contentions in the complaint. Opposite Party did not pay any monthly returns wef July, 2010 and then received a letter dated 25.09.2010, wherein the Opposite Party informed that the project was complete and ready for occupation. The Complainant was asked to visit the office of the Opposite Party for making the balance payment so their unit could be handed over to them and met Mr. O.P. Sharma, General Manager of the Opposite Party who gave them a final breakdown of the payments to be made. The said amount included charges for one time lease rent @ 75 per sq. ft., electrification charges @Rs. 85 per sq. ft., car parking @ 1,50,000/- and charges for the increase in area. The above charges

were arbitrarily and unilaterally applied and the Complainant was informed that these were mandatory charges which had to be paid. The Complainant demanded to see the completion certificate issued by the competent authority but he was informed that a copy of the same shall be sent to him in a few days time. The Complainant was asked to make the payment of the above amount.

10. Complainant has further stated that nowhere in the MOU has it been stated that M/s Premier Information Technology Park Pvt. Ltd. was the owner of the land where the project called "The Globus" was to come up or that the project was conceptualized for the unit of the Complainant to be allotted and sold as a part of a single unit without any partition or demarcation. Complainant had further sent a legal notice dated 10.04.2013 to the Opposite Party for allotment of suitable unit alongwith possession of his unit and the commitment charges payable but he did not receive any reply.

11. Opposite Party, through evidence by way of affidavit has stated that Complainant is not a consumer as defined under the Consumer Protection Act and had made the said purchase for investment purpose so as to take advantage of the speculative nature of the real estate and not for the purpose of livelihood. The project contemplates that the allotment is for open spaces and the hall as a whole was to be rented out.

12. Opposite Party has further stated that booking was done in May, 2010. The project was complete in September, 2010. Completion certificate was issued by the Greater Noida Industrial Development Authorities on 1st September, 2010. Further, due to unforeseen circumstances i.e. slump in the economy and worldwide recession in IT industry and factors beyond the control of Opposite Party, the Opposite Party could

not find any lessee and hence, the term of the MOU with respect to assurance to facilitate the first lease deed got frustrated. Opposite Party has denied any deficiency of service on their part.

13. Complainant, in written arguments have relied on photographs dated 12.05.2015 of the project site and reply submitted by the Opposite Party before the EOW and filed before the Ld. M.M. at the Tis Hazari stating that the project "The Globus" is neither complete nor ready as on date as they had postponed the development of the commercial project. Furthermore, the Complainant have also placed on record a copy of the public notice dt. 22.11.14 issued by GNIDA showing that a revised site plan has been submitted for the project site. The Complainant has also relied on the minutes of the meeting held between the Globus investors welfare association and the directors of the Opposite Party/Company held on 5/12/11 that the project "The Globus" was not complete or ready in 2010.

14. Opposite Party, through written submissions has stated that MoU dated 14.05.2010 between both parties clearly enshrined the fact that the project was for leasing out office spaces to the IT industry and it was further stated in the MoU that the Opposite Party shall put in efforts to get the first lease deed done for the convenience and benefit of the Complainant. However, the same was subject to Force Majeure clause in the MoU. The MoU also provided that the Opposite Party /Company shall pay the assured returns till the completion of the aforesaid project. The terms and conditions of the MoU dated 14.05.2010 were duly accepted and signed by the Complainant and was thus considered binding on both the parties.

15. Opposite Party has reiterated that the Complainant is not a consumer as per section 2(1)(d) of the Consumer Protection Act, 1986 and has relied on the judgment of Hon'ble National Commission in **Ashok Thapar v Supreme Indosaigon Associates & Ors., II(2016)CPJ160(NC).** Hon'ble National Commission observed as follows:

> "*In our opinion, if a person is already having income through an activity other than the activity which he proposes to undertake in the property purchased by him, he would not be a consumer since in such a case, it cannot be said that the property was purchased by him for the purpose of earning his livelihood, he already having income from other activities. If a person already owns a commercial property, such a person will not be a consumer as defined in the Act since in such a case, it cannot be said that the property is purchased by him for the purpose of earning his livelihood he being already in possession of a premises which he is using or can use for earning his livelihood.* ***If a person is not personally engaged in the activity which is carried in the said property, he will not be a consumer as defined in the Act*** *because that will not be a case of self-employment which is a necessary requirement for attracting applicability of the explanation attached to Section 2(1)(d) of the Consumer Protection Act.*"
>
> "*If a person does not own a commercial space but is otherwise earning and he purchases a commercial space for carrying an activity different from the activity*

*which is the source of his existing income, he will not be a consumer as defined in the Act since in such a case, it cannot be said that the proposed commercial property will be exclusively for the purpose of earning his livelihood, his sustenance not being dependent upon the new activity which he seeks to carry in the premises in question. That would be the position even if such a person is to get personally engaged in the activity which he is planning to start in the subject premises."*

Opposite Party has stated that thus, Hon'ble National Commission has settled all the disputed questions with regard to the nature and scope of the term 'commercial purpose' and mention in the post amendment definition of the term 'consumer' and the Opposite Party is squarely covered by the said judgment.

16. Opposite Party has further relied on the Hon'ble NCDRC judgment titled "Varun Ahuja & Ors. Versus M3M India Private Limited & Ors." bearing case number Consumer Case No. 139 of 2023 held:

"55. *The contentions raised center around the word "commercial purpose". A transaction is commercial where there is an element of investment and is negotiated to yield profits. As to what is purpose, the ordinary meaning of it is an aim for an object or an intention for some desired outcome. It is nothing accidental and is planned. The manner of such planning is with an end or aim directed towards one's view. In other words, a purpose is that which a person sets before himself as an object to reach or accomplish. In its ordinary sense, it is a determination for an achievement for reaching a particular goal. This has also been dealt with in several other statutes but in the present case what needs to be emphasized is that the transaction is clearly* *intertwined, connected and integrated with the acquisition of the property, the leasing out of the same and then earning of profits through rental income out of the investment. These three elements are clearly present in the instant case where all the unit holders have manifestly invested by purchasing the property in a huge mall and have finally rented it out for profits. The purpose therefore cannot be said to be a mere purchase of constructions and the entire chain of transactions cannot be segregated to give it a different meaning as suggested by Mr. Parolia, learned Counsel for the Complainant. The transaction did not terminate with the conclusions of constructions and was rather followed by it leasing out for earning profits through rent. This would also be evident from the discussions hereinafter. The purpose is of a commercial venture for earning profits and is a dominant purpose* ***as understood in the judgments of the Apex Court in the case of Lilavati Kirtilal Mehta Medical Trust(Supra)*** *as cited by the Learned Counsel themselves. The contention that the subsequent purpose is not linked in the present case is not correct as explained above."*

17. The first issue to be adjudicated is ***whether the Complainant fall within the ambit of 'consumer' under the Consumer Protection Act, 1986.***

18. The Opposite Party has contended that the Complainant are not Consumer as defined under the Consumer Protection Act, 1986 as the Complainant had purchased the space in the project for commercial purpose i.e. to trade the Space and earn profits in IT towers. The Complainant never intended to use the Space, but, had acted as an Investor.

19. *It is imperative to refer to the dicta of the Hon'ble National Commission in **CC-1122/2018** titled **Narinder Kumar Bairwal and Ors. vs. Ramprastha Promoters and Developers Pvt. Ltd. and Ors.** decided on **01.11.2019**, wherein, the Hon'ble National Commission has held as under:*

> *"19. The contention of the Learned Counsel that the said Flats were purchased for commercial purpose is not supported by any documentary evidence as the onus shifts to the Opposite Parties to establish that the Complainant have purchased the same to indulge in 'purchase and sale of flats' as was held by this Commission in Kavit Ahuja vs. Shipra Estates I (2016) CPJ 31. The Opposite Parties failed to discharge their onus and we hence hold that the Complainant are 'Consumers' as defined under Section 2(1)(d) of the Act."*

20. From the aforesaid dicta of the Hon'ble National Commission, it flows that it is for the Opposite Party to prove that the space purchased was for commercial purpose, by way of some documentary proof and a mere bald statement is not sufficient to raise adverse inference against the Complainant.

21. In the present case, the Opposite Party has merely made a statement that the Complainant has purchased a space measuring 500 sq ft for commercial purpose and on perusal of the record before us, we fail to find any material which shows that the Complainant is engaged in the business of purchasing and selling houses and/or spaces on a regular basis, solely with a view to make profit by sale of such spaces. Mere allegation, that the purchase of the property is for commercial purpose, cannot be the ground to reject the present consumer

complaint. Consequently, the objection raised on behalf of the Opposite Party in answered in the negative.

22. The main issue for consideration is ***whether the Opposite Party is deficient in providing its services to the Complainant.***

23. The Complainant submit that the said project "The Globus" is neither complete nor fit for occupation, and the certificate received is merely a conditional part-occupancy certificate. The Opposite Party has failed to deliver actual physical and vacant possession of the units to the Complainant and other buyers. Even buyers who have executed tri-partite sub-lease deeds with the competent authority have not received possession of their units to date. The units remain unmarked, undemarcated, and cannot be locked or secured. The Complainant had booked the unit with the legitimate intention of utilizing it for self-use and earning their livelihood. However, the final use is irrelevant at present, as the project remains incomplete and no unit has been allotted till date.

24. The Opposite Party further contends that the booking was done in May 2010 and the project was completed by September 2010. A Completion Certificate was issued by the Greater Noida Industrial Development Authority on 01.09.2010. The Opposite Party issued occupation letter to Complainant in December, 2010. Based on these facts, the Opposite Party contends that the complaint is barred by limitation. Further, the Opposite Party submits that due to unforeseen circumstances, such as the economic slowdown and worldwide recession in the IT industry is beyond their control and they were unable to find a lessee for the units. Therefore, the term of the MOU related to facilitating the first lease deed became frustrated. The

Opposite Party further denies any deficiency in service or breach of contractual obligations.

25. It is imperative to refer to the dicta of the Hon'ble Supreme Court in ***Dharmendra Sharma Vs. Agra Development Authority*, *(2025) 1 SCC 422 Civil Appeals Nos. 2809-810 of 2024 with No. 6344 of 2024*** decided on ***06.09.2024*** reproduced below***: -***

*19. The facts as recorded above are not disputed. Even NCDRC did not find any contradiction in the factual aspect. The only issue is as to whether the possession as offered on 4-12-2014 should be taken as a valid offer of possession even if there was no completion certificate and also whether the firefighting clearance certificate was available with ADA or not. Despite specific requests and demands by the appellant for providing the completion certificate and firefighting clearance, ADA failed to produce the same. The Senior Counsel for the appellant has relied upon the following judgments in support of his submission that offer for possession would be invalid where the completion certificate and firefighting clearance certificate have not been obtained by the developer i.e. ADA:*

*(a)Debashis Sinha v. R.N.R. Enterprise*

*(b) Pioneer Urban Land & Infrastructure Ltd. v. Union of India*

*(c) Treaty Construction v. Ruby Tower Coop. Housing Society Ltd.*

*20.It is then submitted that even before NCDRC the completion certificate and the firefighting clearance certificate could not be produced by the respondent ADA.*

*21. It is also submitted on behalf of the appellant that under the provisions of the RERA Act, 2016 as also the U.R Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 offer of possession would be valid only after a developer obtains the completion certificate, which had not been done so far by the developer ADA in the present case. On behalf of the appellant, it is also argued that the demand of Rs 3,43,178 along with alleged offer of possession dated 14-2-2014 was totally unjustified and illegal. It was also submitted that the appellant having deposited the amount of approximately Rs 60 lakhs and that too after taking loan from financial institutions, cannot be deprived of counting the interest from the date of deposit rather than from the date of filing of the complaint. In support of this submission, reliance has been placed upon the following judgments:*

*(a) GDA* v. *Balbir Singh*

*(b)Rishab Singh Chandel* v. *Parsvnath Developers Ltd.*

*(c) LDA* v. *M.K. Gupta*

*(d) Marvel Omega Builders (P) Ltd.* v. *Shrihari Gokhale*

*(e) Experion Developers (P) Ltd.* v. *Sushma Ashok Shiroor*

*30. The appellant has rightly cited relevant precedents to bolster this argument. In Debashis Sinha v. R.N.R. Enterprise, this Court held that possession offered without the requisite completion certificate is illegal, and a purchaser cannot be compelled to take possession in such circumstances. The Court in that case held: (SCC pp. 200-201, paras 20-23) of NCDRC*

*"20. Finally while, we dealing cannot with resist the but appellants comment' on contention the perfunctory that it approach was the duty of the respondents to apply for and obtain the completion certificate from KMC and that the respondents ought to have been directed to act in accordance with law. The observation made by NCDRC of the respondents having successfully argued that it was not their fault, that no completion certificate of the project could be obtained, is clearly contrary to the statutory provisions.*

*21. Sub-section (2) of Section 403 of the KMC Act was referred to by NCDRC in the impugned order in Debashis Sinha v. R.N.R. Enterprise Sub-section (1) thereof, which finds no reference therein, requires every person giving notice under Section 393 or Section 394 or every owner of a building or a work to which the notice relates to send or cause to be delivered or sent to the Municipal Commissioner a notice in writing of completion of erection of building or execution of work within one month of such completion/erection, accompanied by a certificate in the form specified in the rules made in this behalf as well as to give to the Municipal Commissioner all necessary facilities for inspection of such building or work.*

*22. Section 393 mandates every person, who intends to erect a building, to apply for sanction by giving notice in writing of his intention to the Municipal Commissioner in such form and containing such information as may be prescribed together with such documents and plans. Similarly, Section 394 also mandates every person who intends to execute any of the*

*works specified in clause (b) to clause (m) of sub-section (1) of Section 390 to apply for sanction by giving notice in writing of his intention to the Municipal Commissioner in such form and containing such information as may be prescribed.*
*23. It is, therefore, evident on a conjoint reading of Sections 403, 390 and 394 of the KMC Act that it is the obligation of the person intending to erect a building or to execute works to apply for completion certificate in terms of the Rules framed thereunder. It is no part of the flat owner's duty to apply for a completion certificate. When the respondents had applied for permission/sanction to erect, the Calcutta Municipal Corporation Building Rules, 1990 (hereafter "the 1990 Rules" for short) were in force. Rule 26 of the 1990 Rules happens to be the relevant rule. In terms of sub-rules (1) to (3) of Rule 26 thereof, the obligation as cast was required to be discharged by the respondents. Evidently, the respondents observed the statutory provisions in the breach." This position is supported by other decisions, including Pioneer Urban Land & Infrastructure and Treaty Construction, where the absence of these certificates was found to constitute a deficiency in service.*

*33.On the other hand, ADA, despite making an offer of possession in 2014, did not fulfil its statutory obligations by providing the requisite completion certificate and firefighting clearance certificate, both of which are essential for a valid and lawful offer of possession. The absence of these documents, which were also not furnished before NCDRC, unquestionably vitiates the offer of possession made by ADA.*

26. The order reiterates the well-settled position of law as laid down by the Supreme Court in landmark judgments such as *Debashis Sinha v. R.N.R. Enterprise (2023)* and *Treaty Construction vs. Ruby Tower Cooperative Housing Society Ltd. (2019)*, wherein it was held that the failure on the part of a real estate developer to obtain mandatory completion certificates and occupancy certificates constitutes a clear and actionable deficiency in service under the Consumer Protection Act, 1986 (now Consumer Protection Act, 2019). The Hon'ble Courts have consistently held that such failure amounts to a breach of statutory obligations imposed by regulatory authorities, and the buyers are entitled to appropriate relief in such circumstances.

27. In the present case, the Opposite Party has failed to produce any valid Completion Certificate to demonstrate the lawful completion of the project. Instead, the only document shown is a conditional part-occupancy certificate, which itself does not clarify which building of the project or specific portion of the project, it pertains to. Such inability or deliberate avoidance to furnish proper and valid completion and occupancy certificates squarely reflects a deficiency in service and misrepresentation towards the Complainant. Further, letter dated 25.09.2010 annexed as *Annexure C-III* attached with the complaint is wholly arbitrary and illegal in its claim. It merely states:

> *"We are happy to inform you that our prestigious project titled 'THE GLOBUS' at Knowledge Park-II, Sector-I.T., Plot No. 22, Greater Noida has achieved completion and is ready for occupation. Please note that the Occupancy Letter of the aforesaid booked space shall be handed over to you upon*

*clearance of all dues towards the purchase of the aforesaid space unit…"*

28. Such vague and conditional documents cannot substitute the statutory requirement of obtaining and furnishing valid Completion and Occupancy Certificates. The Opposite Party's failure to discharge this primary obligation amounts to gross deficiency in service, unfair trade practice, and actionable breach of the Agreement, entitling the Complainant to appropriate relief in accordance with law.

29. In view of above discussion and facts of the case, we are of the considered view that the Opposite Party is deficient in providing its services as the Opposite Party failed to get proper occupancy certificate and completion certificate from the concerned authority regarding completion of said IT/ITeS Complex, THE GLOBUS, Greater Noida. Opposite Party has even failed to file copy of completion certificate during the proceedings. Therefore, we find that the IT/ITeS complex of the Opposite Party is still not complete and possession of the booked property cannot be handed over to the Complainant, even at this belated stage.

30. As per memorandum of understating dated 14.05.2010 between both parties, Opposite Party / Developer has undertaken to make a consolidated payment of Rs. 25,000/- less TDS as applicable every calendar month to the investor as a committed return w.e.f. July, 2010 upto the date of handing over possession to the INVESTOR/Complainant, herein.

31. Complainant has made a payment of Rs. 10,00,000/- to Opposite Party during the period from 13.05.20008 to

12.05.2010 and had not received any monthly return w.e.f. July, 2010.

32. Keeping in view the facts of the present case and the extensive law as discussed above, we direct the Opposite Party as under-

A. To pay/refund Rs. 10,00,000/- to the Complainant within 60 days of this order.

B. To pay an amount @ Rs. 25,000/- per month towards committed return w.e.f. July, 2010 till Actual date of payment to the Complainant within 60 days of this order.

C. To pay interest @ 6% p.a. to Complainant calculated from the date on which each payment of committed return was due to the Opposite Party till actual date of payment within 60 days of this order.

D. Being guided by the principles as discussed above, in case the Opposite Party fails to pay the amount as per the aforesaid clauses (A), (B) & (C), the Opposite Party shall further pay interest @ 9% p.a. till the actual date of payment.

33. In addition to the aforesaid and taking into consideration the fact of the present case, the Opposite party is directed to pay a sum of:

A. Rs. 1,00000/- as cost for mental agony and harassment to the Complainant; and

B. The litigation cost to the extent of Rs. 50,000/-.

34. Application(s) pending, if any, stand disposed of in terms of the aforesaid judgment.

35. A copy of this judgment be provided to all the parties free of cost as mandated by the Consumer Protection Regulations, 2005. The judgment be uploaded forthwith on the website of the commission for the perusal of the parties.

36. File be consigned to record room along with a copy of this Judgment.

**(JUSTICE SANGITA DHINGRA SEHGAL)**
**PRESIDENT**

**(PINKI)**
**MEMBER (JUDICIAL)**

**(J.P. AGRAWAL)**
**MEMBER (GENERAL)**

Pronounced On:
**26.09.2025**