

Complaint filed on:06.08.2024

Disposed on: 26.09.2025

**BEFORE THE DISTRICT CONSUMER DISPUTES
REDRESSAL COMMISSION AT BANGALORE (URBAN)**

DATED 26TH DAY OF SEPTEMBER 2025

PRESENT:-

SRI.H.CHANNEGOWDA

B.Sc., LL.B.,

: PRESIDENT

SMT.K.ANITA SHIVAKUMAR

M.S.W, LL.B., PGDCLP

: MEMBER

SMT.SUMA ANIL KUMAR

BA, LL.B., IWIL-IIMB

: MEMBER

COMPLAINT No.301/2024

COMPLAINANT	1	M/s Trade Chart India Pvt. Ltd., Having its office at: No.547, 4 th Cross, CBI Main Road, R.T.Nagar, Bengaluru 560 032. Rep. by its Managing Director Mr.Aniketh Jha,
		(By Sri.Abhishek M.R., Advocates)
Vs		
OPPOSITE PARTY	1	M/s Merusri Developers Pvt. Ltd., Having its registered office at: 17/1, Ground Floor, NCC Urban Windsor, Opp. Jakkur Aerodrome Bellary Road, Yeshoda Nagar Yelahanka, Bengaluru 560 064. Rep. by its Managing Director. (By M/s Siddhanta Legal, Advocates)
	2	Mr.Venkateswara Reddy, Managing Director, M/s Merusri Developers Pvt. Ltd., Having its registered office at: 17/1, Ground Floor, NCC Urban

		Windsor, Opp. Jakkur Aerodrome Bellary Road, Yeshoda Nagar Yelahanka, Bengaluru 560 064.
	3	Mr.Akhil Bisen, Sales Executive, M/s Merusri Developers Pvt. Ltd., Having its registered office at: 17/1, Ground Floor, NCC Urban Windsor, Opp. Jakkur Aerodrome Bellary Road, Yeshoda Nagar Yelahanka, Bengaluru 560 064.
	4	Gopika, CRM, M/s Merusri Developers Pvt. Ltd., Having its registered office at: 17/1, Ground Floor, NCC Urban Windsor, Opp. Jakkur Aerodrome Bellary Road, Yeshoda Nagar Yelahanka, Bengaluru 560 064.
	5	M/s Rashmi Rekha, Sales Executive, M/s Merusri Developers Pvt. Ltd., Having its registered office at: 17/1, Ground Floor, NCC Urban Windsor, Opp. Jakkur Aerodrome Bellary Road, Yeshoda Nagar, Yelahanka, Bengaluru 560 064. (OP2 to 5 exparte)

ORDER**SRI.H.CHANNEGOWDA, PRESIDENT**

The complainant has filed this complaint u/s 35 of the Consumer Protection Act 2019 against the OPs seeking the following reliefs;

- a) OPs to return the booking amount of Rs.51,000/-.

- b) OPs to pay damages for deficiency of service as mentioned in the complaint and negligence resulting in severe mental agony, trauma, turmoil and inconvenience,
- c) OPs to pay costs towards filing this complaint before this Hon'ble Forum
- d) Grant such other reliefs as may deem fit.

2. In nutshell the case of the complainant are as under:-

Complainant was on lookout for a site and construction of a villa for his personal residence near Kempegowda International Airport, Bangalore, on one occasion, he came across the advertisement of the OPs and OPs offered to build a villa on one of their plots in one of their projects named 'Merusri Sunlit Grove' near International Airport, Bangalore by offering world class amenities by easing the process of purchasing the plot.

3. Further it is alleged that during the month of March 2024, the complainant considering the proximity to the airport, decided to proceed with the project "Merusri Sunlit Grove Annex" after meeting and discussing the same with one of its executive OP3. OP3 clearly stated that OP1 will facilitate registration and handover of possession of site No.11(30X40) by August 2024, and a 2490 sq. feet G+2 villa consisting of 3BHK+1 Room Office space (4BHK) will be constructed by OP1 and

handed over to the complainant by August 2025 or maximum by December 2025. Complainant requested the OPs for documents during March 2024, for which the OPs forced to sign the booking form and to pay Rs.10,00,000/-. Finding the request absurd, and after further discussions, the OP1 agreed to share the documents for an initial deposit of Rs.50,000/-. The complainant made the deposit of Rs.51,000/- on 08.03.2024 and 09.03.2024. Upon receiving the payment, the complainant handed over the title papers and OPs told that the advance amount would be refunded if there were any glitches in the property papers during the title verification to be conducted by the complainant. Despite payment of Rs.51,000/- to the OPs, the OPs again forced the complainant to sign a rudimentary agreement, so that in case of cancellation, the entire amount of Rs.51,000/- could be forfeited. The OPs further clarified that the refund would be forfeited only if the complainant would cancel it for any of his personal reasons not attributable to the OPs obligations. Accepting the same, the complainant proceeded with signing the above document.

4. Further it is alleged that to the utter shock of the complainant, merely within just 24 hours of having received the title documents for verification the OP1 demanded a payment of

Rs.42,00,000/- (25% of the total cost as per the slab break up of payment) via email. The complainant requested the OP4 to wait for legal verification of the title. The complainant got the document verification through a local lawyer based in Devanahalli named Mr.Naveen Gowda, Advocate and he raised several questions requesting for additional details and documents as a part of the scrutiny of title which was forwarded to the OP4. Having not received any response from the OP4 for few days leading to additional delays. The complainant was forced to send reminder mails to the OPs. Although one Ms.Rashmi Rekha (Gopika's boss) responded to the questions by sharing few additional files to support response from the OP1, she assured of furnishing additional documents after registration and had no answers for few questions including assuming liability for any defect in title. Finding the response unsatisfactory, the lawyer advised the complainant to tread cautiously, as he was not convinced for the same.

5. Further it is alleged that he requested for a proforma of the sale agreement to be executed from OP1 and 2 along with the additional documents which were yet to be received to understand the nuances and major terms of the sale considering a warning signal by the complainant's advocate regarding the title of the property. The OP2 shared

the standard draft agreement with the complainant. Complainant after going through the draft sale agreement found multiple irregularities including but not limited to the ones which violated basic RERA terms and conditions set for a builder. To highlight the irregularities and seek for an explanation, the complainant requested for a meeting with the OP4 through email dated 06.04.2024. In the meeting, the concerns were highlighted and changes were requested.

6. Further it is alleged that after few days, on April 20th 2024 complainant's bank HDFC asked for the last set of documents, that were shared by Ms.Rashmi and subsequently was shared again on April 20th by Ms.Gopika and Mrs.Rashmi Rekha, and was also communicated to her that complainant will visit their office for further process. He also specifically asked and reminded the OPs to make changes in the agreement draft as requested earlier for final confirmation. On 21st April at 10:12 PM Mrs.Rashmi Rekha sent a shocking whatsapp text demanding the complainant to pay 25% of the total sale consideration i.e., Rs.42,00,000/- on the very next day i.e., April 22nd 2024 at any cost, only after which the agreement changes would be looked into. OP5 continued to force the complainant to pay Rs.15,00,000/- as a condition precedent even before making changes to the draft sale agreement. This

forced the complainant to doubt on the veracity of the OP1 and their ethical practices. On April 22nd 2024 the complainant further requested the OP4 at 9.30 am., that they will come on April 26th for finalizing the sale agreement and to kindly keep the agreement ready with changes sought to which there was no further reply from her. Upon receiving no further response from the OP4, on April 29th 2024, a detailed email was sent by the complainant to Ms.Rashmi Rekha and OP3, that they will not be proceeding and due to lack of transparency and continuous demand for payment even before discussion and changes to the sale agreement and requested to cancel the booking, as he was put under tremendous mental agony for payment of huge sums constantly. It was also highlighted, that their project had multiple RERA issues and complaints filed on them. Complainant mailed the OPs to revert the advance amount of Rs.51,000/- in 7 working days as the OPs firstly failed to answer to the queries of the complainant and secondly kept demanding huge sums even before discussion and finalization of the sale agreement. On May 13th 2024, the complainant sent an email to Ms.Rashmi and OP3 that the refund is awaited, to which OP3 responded that since complainant has cancelled the booking, the amount will not be reverted by the OPs to the complainant's account. It was also

communicated by OP3, that Ms.Rashmi has been sacked from her post/job, hence he has responded.

Mainly among these grounds it is prayed to allow the complaint as prayed for.

7. After the service of notice the OP1 entered appearance before this commission through its counsel but OP1 has not filed the version within 45 days. Hence written version OP1 is taken as nil. Though notice was served to OP2 to 5 they failed to appear before this Commission and remained absent. Hence OP2 to 5 are placed exparte.

8. Thereafter the complainant has filed his affidavit evidence and got marked 11 documents as Ex.P1 to P11 and closed his side evidence.

9. The learned counsel for the complainant also filed the written arguments. The OP1 did not file written arguments. Heard the oral arguments of counsel for the complainant.

10. Now the points that would arises for our consideration are:

1. Whether the complainant proves that there is deficiency in service on the part of OPs?
2. Whether the complainant is entitled for the reliefs as sought?
3. What order?

11. Our findings on the above points are as under:

- Point No.1 - In the Affirmative
Point No.2 - In the Affirmative
Point No.3 - As per final order
for the following;

REASONS

12. **POINT NO.1:** The contents of complaint, affidavit evidence of complainant and Ex.P1 to P3 documents collectively shows that in order to purchase a site and construction of a villa for his personal residence purpose the complainant contacted the OPs after seeing their advertisement as per Ex.P1 document and that he paid booking amount of Rs.51,000/- to the OP on 08.03.2024 and 09.03.2024 as per statement of account at Ex.P2 document and thereafter the OP has assured the complainant to provide site No.11 measuring 1200 sq.feet at Merushree Sunlite Annex in the name of complainant as per Ex.P3 booking form duly signed by the representative of OP.

13. As per the contents of complaint and affidavit evidence the complainant after payment of Rs.51,000/- to the OPs has sought the copies of certain documents from the OPs for legal verification from his advocate with regard to the said site/villa No.11 and he requested the OPs to provide copies of documents for verification of the title. According to the complainant even though on number of times he requested the OPs to furnish the documents which

he sought for legal verification of title from his advocate, but the OPs though furnished some documents but they did not furnished all the documents for legal verification of title, instead the OPs demanded him to pay an amount of Rs.42,00,000/- before entering into agreement of sale. According to the complainant, as the OPs have not furnished all the documents which he sought for legal verification of title from his advocate, he intimated the OPs to return his booking amount of Rs.51,000/- within seven working days by sending Ex.P9 mail to them. But, the OPs instead of returning the said amount they intimated him through mail dated 01.08.2024 that the said amount is not refundable as cancellation was initiated by him. According to the complainant as the OPs have failed to furnish all the documents for legal verification of title for that reason only he intimated them to refund the booking amount and thereby there is a deficiency in service on the part of OPs.

14. It is seen from the records that the contents of Ex.P5 to 10 documents i.e., various mails exchanged between the parties shows that after payment of booking amount of Rs.51,000/- the complainant has sought for certain documents from the OPs for legal verification of title of the site/villa No.11 from his advocate, but the OPs instead of

providing all the required documents to the complainant for his legal verification they demanded him to pay 25% of the property value before entering into the agreement of sale.

When the purchaser of a property requires certain documents from the vendor for legal verification of title of the property, in such circumstances, the vendor has to give such documents to the intending purchaser to clear of his doubts over the title to the property. But in this case, the OPs have not at all furnished all the documents to the complainant for his legal verification of title from his advocate. In such circumstances the question of entering into agreement of sale by paying 25% of the property price does not arise as nobody will going to purchase any property without the clearance of title to the property after verification of the documents.

15. The above documents also shows that the OPs demanding the complainant to pay 25% of the property value of the site/villa before entering into the agreement of sale, instead of furnishing all the copies of documents to the complainant for the legal verification of title from his advocate.

16. In this case even though the OPs have entered appearance before this commission through their counsel but they failed to file written version and not contested the matter for the reasons best

known to them. The oral and documentary evidence of complainant side remains unchallenged. There is no contrary evidence is available on record on behalf of OPs in order to disprove the case of the complainant. In the circumstances, it is stated that the withholding of booking amount of Rs.51,000/- by the OPs by sending email dated 01.08.2024 is illegal and it amounts to deficiency in service on the part of OPs as they failed to furnish copies of all the documents to the complainant for legal verification of title before entering into the agreement of sale. It appears from the records that due to the inaction on the part of OPs in not providing copies of all the documents as he sought from them, he rightly intimated the OPs to return the booking amount of Rs.51,000/- as per Ex.P9 mail dated 01.08.2024.

Therefore, in view of the above reasons it is stated that the OPs have committed deficiency in service.

Hence in view of all these reasons we answered the above point accordingly.

17. **POINT NO.2:** In Point No.1 this commission has already hold that the OPs have committed deficiency in service. In such circumstances it is just and reasonable to direct the OPs to return the booking amount of Rs.51,000/- along with interest at the rate of 9% p.a., from

booking date 07.03.2024 till realization of the entire amount.

18. It is seen from the records that instead of furnishing all the required documents as sought by the complainant from the OPs for legal verification of title of site/villa No.11, the OPs demanded him to pay 25% of the property value before entering into agreement of sale. Thereby, due to the above act of OPs the complainant has put to hardship and it caused mental agony and harassment to him and it leads to filing of this case for recovery of the amount from the OPs. Therefore, in view of the above reasons it is just and reasonable to direct the OPs to pay a sum of Rs.20,000/- towards harassment and mental agony caused to the complainant. The complainant is also entitled for a sum of Rs.10,000/- towards litigation expenses.

Hence in view of all these reasons we answer the above point accordingly.

19. POINT NO.3: In view of the reasons as stated in point No.1 and 2 we proceed to pass the following;

ORDER

The complaint filed by the complainant u/s 35 of the Consumer Protection Act, 2019 is allowed as under;

The OPs are directed to deposit the booking amount of Rs.51,000/- along with interest at

9% p.a., from the booking date(07.03.2024) till realization of the entire amount.

The complainant is also entitled for a sum of Rs.20,000/- towards harassment and mental agony caused to him by the OPs. The complainant is also entitled for a sum of Rs.10,000/- towards litigation expenses.

The OPs shall deposit the above amount within 45 days from the date of this order. Otherwise, the complainant is entitled for interest at the rate of 12% p.a., from the date of default till realization of the entire amount.

Furnish the free copy of this order and return the extra pleadings and documents to the parties.

(Dictated to the Stenographer, got it transcribed and corrected, pronounced in the Open Commission on this 26TH day of SEPTEMBER 2025)

**(SUMA ANIL
KUMAR)
MEMBER**

**(K.ANITA
SHIVAKUMAR)
MEMBER**

**(H.CHANNEGOWDA)
PRESIDENT**

ANNEXURE**Witness examined on behalf of complainant:**

Sri.Aniket Kumar Jha,
Managing Director - Complainant

List of documents produced and marked by the Complainant:

1.	Ex.P.1	Copy of the Web extract of the advertisement made by the OPs
2.	Ex.P.2	Copy of the account extract of the complainant
3.	Ex.P.3	Copy of the booking form dated 07.03.2024
4.	Ex.P.4 to 6	Copies of the emails
5.	Ex.P.7 & 8	Copies of the whatsapp message between the parties
6.	Ex.P.9 & 10	Extract of the emails between the parties

Witness examined on behalf of Opposite parties:

NIL

List of documents produced and marked by the opposite parties;

NIL

(SUMA ANIL
KUMAR)
MEMBER

(K.ANITA
SHIVAKUMAR)
MEMBER

(H.CHANNEGOWDA)
PRESIDENT