

**NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION
NEW DELHI**

CONSUMER CASE NO. 560 OF 2014

WITH

IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. MOULIVAKKAM TRUST HEIGHTS FLATS
AFFECTED BUYERS ASSOCIATION,

Through its President, 3/25, 3rd Cross Street, Sathya
Nagar, Manapakkam,
CHENNAI - 600089.

.....Complainant(s)

Versus

1. M/s PRIME SRISTI HOUSING PVT. LTD. & 29
ORS.,

Through its Managing Director, Regd. Office: D-5, Raj
Kamal Apartments, No. 1-A, Dr. Thangaraj Salai,
Vinayajar Nagar,
MADURAI - 625020.

.....Opp.Party(s)

CONSUMER CASE NO. 1005 OF 2016

WITH

IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. LOGIX BLOSSOM COUNTY CONSUMERS
GRIEVANCE AND WELFARE ASSOCIATION

94, GOVIND PARK, JAGATPURI,
DELHI-110051

.....Complainant(s)

Versus

1. LOGIX INFRASTRUCTURE PRIVATE LIMITED
(THE CHAIRMAN/MD) 85, GROUND FLOOR,
WORLD TRADE CENTRE, BARAKHAMBHA LANE,
NEW DELHI-110001

.....Opp.Party(s)

CONSUMER CASE NO. 1006 OF 2016

WITH

IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. PIONEER PARK WELFARE ASSOCIATION & 18
ORS.

(THROUGH ITS GENERAL SECRETARY; MR. R.R.
SWAIN) C-II/150, RAJU PARK, KHANPUR,
NEW DELHI-110062

.....Complainant(s)

Versus

1. PIONEER URBAN LAND & INFRASTRUCTURE

LTD.

(THROUGH ITS MD) CORPORATE OFFICE: PARAS
DOWNTOWN CENTRE, 7TH FLOOR, GOLF
COURSE ROAD, SECTOR-53,
GURGAON, HARYANA.

.....Opp.Party(s)

CONSUMER CASE NO. 1078 OF 2016

WITH

IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. ORRIS FLAT OWNERS ASSOCIATION

(THROUGH SHRI RISHU DHAWAN) K-3/52, DLF
PHASE 2, CHAKARPUR (74), GURGAON.

.....Complainant(s)

Versus

1. M/S. ORRIS INFRASTRUCTURE PVT. LIMITED
RZ-D-5, MAHAVIR ENCLAVE,
NEW DELHI-110045

.....Opp.Party(s)

CONSUMER CASE NO. 1163 OF 2016

WITH

IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. AVAANI OXFORD OWNERS ASSOCIATION

Block No. B, Flat No. 7F Avani Oxford 136, Jessore
Road P.S. Lake Town
Kolkata 700055

.....Complainant(s)

Versus

1. AVANI PROJECT AND INFRASTRUCTURE LTD.
& 2 ORS.

59A, Chowringhee Road
Kolkata 700020

2. Oxford Facilities Management Ltd.

136, Jessore Road P.S.Lake Town
Kolkata 700055

3. Electrical Manufacturing Co. Ltd.

Registered Office at 139B, B. T. Road, P.S.Cossipore
Kolkata 700002

.....Opp.Party(s)

CONSUMER CASE NO. 1198 OF 2016

WITH

IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. ARDEN SOCIAL WELFARE ASSOCIATION

Regn No. 289-62204 M-2016/2017 Eco Village-1 Plot
No. 8, Sector-1, Greater Noida Gautam Budh Nagar,

U.P.Complainant(s)

Versus

1. M/S. ARIHANT INFRA REALTORS PVT. LTD.
601, 6th Floor, Sachdeva Tower, Community Center,
Karkardooma
Delhi 92

.....Opp.Party(s)

CONSUMER CASE NO. 1226 OF 2015

WITH

IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. RIDGE WELFARE SOCIETY

Through Ankur Garg, Sector 49, Opposite Prayag
Hospital, Noida,
Gautam Buddha Nagar.

.....Complainant(s)

Versus

1. M/S. TODAY HOMES NOIDA PVT. LTD.
Statesman House, 8th Floor Barakhamba Road
New Delhi - 110 001

.....Opp.Party(s)

CONSUMER CASE NO. 1283 OF 2016

WITH

IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. RESIDENCIES FLAT BUYER ASSOCIATION

THROUGH MR. AJAY KUMAR. D-78/F, NO.-1, 2nd
FLOOR, SHARPUR, DELHI-110092.
DELHI-110092.

.....Complainant(s)

Versus

1. M/S. UNITECH LIMITED
6, COMMUNITY CENTRE, SAKET,NEW DELHI-17.
NEW DELHI-17.

.....Opp.Party(s)

CONSUMER CASE NO. 132 OF 2016

WITH

IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. ASKMM FOUNDATION TRUST

(THROUGH ITS CMD) PLOT NO. 185, VIP COLONY,
IRC VILLAGE, NAYAPALLI
BHUBANESHWAR-751015

.....Complainant(s)

Versus

1. PRAYAG INFOTECH HI-RISE LTD.
(THROUGH THE MD) BASADEV BAGCHI,
139C/21/1 BECHARAN CHITTRAJA ROAD,

KOLKATA-700034

.....Opp.Party(s)

CONSUMER CASE NO. 133 OF 2016

WITH

IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. ASKMM FOUNDATION TRUST
VIP COLONY, IRC VILLAGE, NAYAPALLI,
BHUBANESHWAR-751015

.....Complainant(s)

Versus

1. VAASTAV ALR INTERNATIONAL LTD.
(THROUGH THE MD)NSIDSLI, P.O. DHANGA, P.S.
KAMATOI,
EAST MEDINAPUR, W.B.-702140

.....Opp.Party(s)

CONSUMER CASE NO. 1351 OF 2016

WITH

IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. GLOBAL CITY AMRITSAR PLOT HOLDERS
ASSOCIATION (REGD.)
B-173, 2nd Floor, Gujrnwala Town Part-1,
New Delhi 110009

.....Complainant(s)

Versus

1. M/S. TEWARI GLOBAL INFRASTRUCTURE LTD.
& 6 ORS.

CIN No. U45201DL2005PLC138016 Regd. Off. Tewari
House 11-B/8, Pusa Road,
New Delhi 110060

2. M/s Tewari and Gangahar Infrastructures Pvt. Ltd.

CIN No. U45201DL2005PTC137592 Regd Off. Tewari
House 11-B/8, Pusa Road,
New Delhi 110060

3. Sh. Umang Tewari Director of both OP No. 1&2
R/o. R-584, New Rajinder Nagar,
New Delhi 110060

4. Sh. Rajan Tiwari Managin Director of Both OP No.
1&2
R/o R-584, New Rajinder Nagar,
New delhi 110060

5. Sh. Ramesh Tewari Director of both OP No. 1&2
R/o. R-584, New Rajinder Nagar,
New Delhi 110060

6. Sh. Narinder Kumar Sharma Director

M/s Tewari and Gangahar Infrastructures Pvt. Ltd. R/o.,
Village Ganda Singh Wala, PO Khanna Nagar, Gopal
Nagar, Majithia Road, Amritsar,
Punjab 143001

7. Sh. Krishan Kumar Sharma Director
R/o. Village Ganda Singh Wala, Gopal Nagar, Amritsar
Punjab 143001

8. CHL LTD.
Hotel The Surya,
New Delhi

.....Opp.Party(s)

CONSUMER CASE NO. 1372 OF 2016

WITH

IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. MAPLE TOWER CO-OPERATIVE HOUSING
SOCIETY LTD.

Through its Chairman Sh. Gaurav Gupta R/o 828,
Bhawani Peth, Near Bhawani Mata Mandir Opp. Tirupati
Apartment Pune 411042

.....Complainant(s)

Versus

1. SHRI TIRUPATI HOUSING DEVELOPMENT PVT.
LTD.

Office 1 Patel Road, Opp McDonalds Gokhale Road,
Naupada Thane West 400602

.....Opp.Party(s)

CONSUMER CASE NO. 1395 OF 2016

WITH

IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. NEW PARK ELITE WELFARE ASSOCIATION
F-19/20, F/F, Motia-A-Khan, Paharganj,
Delhi - 110 055.

.....Complainant(s)

Versus

1. BPTP LTD. & ANR.
M-11, Middle Circle, Connaught Circus,
New Delhi - 110 001.

2. Countrywide Promoters Pvt. Ltd.,
M-11, Middle Circle, Connaught Circus,
New Delhi - 110 001.

.....Opp.Party(s)

CONSUMER CASE NO. 1398 OF 2016

WITH

IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. PARSVNATH VILLAS & FLOORS BUYERS
ASSOCIATION

67/7-8, SUBHASH BAZAAR, KOTLA,
MUBARAKPUR, DELHI-110003.

DELHI-110003.

.....Complainant(s)

Versus

1. PARSVNATH DEVELOPERS LIMITED

PARSAVNATH TOWER, NEAR SHAHADARA
METRO STATION, SHAHDARA, DELHI-110032.

DELHI-110032

.....Opp.Party(s)

CONSUMER CASE NO. 1401 OF 2016

WITH

IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. JAYPEE KOVE BUYERS ASSOCIATION

D-102, KH. No. 71, Ground Floor, Freedom Fighter
Enclave IGNOU Road, New sarai 110074

.....Complainant(s)

Versus

1. JAIPRAKASH ASSOCIATES LIMITED & 3 ORS.~

Reg Off. Sector 128, Noida Uttar Pradesh 201304

2. Jaypee Sports International Ltd.

Reg Off. Sector 128, Noida Uttar Pradesh 201304

3. Chairman-cum-Managing Director

Reg Off. Sector 128, Noida Uttar Pradesh 201304

4. Chairman-cum-Managing Director

Reg Off. Sector 128, Noida Uttar Pradesh 201304

.....Opp.Party(s)

CONSUMER CASE NO. 1411 OF 2016

WITH

IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. CONSUMER ONLINE FOUNDATION

Through Its Managing Trustee, Mr. Bejon Kumar Misra,
B-306, 1st Floor, Chittaranjan Park

New Delhi 110019

.....Complainant(s)

Versus

1. M/S. SUPERTECH LIMITED

1114, Hemkunt chamber 89, 11th Floor, Nehru Place

New Delhi 110019

.....Opp.Party(s)

CONSUMER CASE NO. 1412 OF 2016

WITH

IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. CONSUMER ONLINE FOUNDATION

Through its Managing Trustee, Mr. Bejon Kumar Misra,
B-306, Ist Floor Chitaranjan Park, New Delhi 110019Complainant(s)

Versus

1. M/S. SUPERTECH LIMITED

1114, Hemkunt Chamber 89, 11th Floor Nehru Place,
New Delhi 110019Opp.Party(s)

CONSUMER CASE NO. 1466 OF 2016

WITH

IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. KLASSIC SHAURYA JAN WELFARE SOCIETY
(REGD.) & 160 ORS.

THROUGH ITS PRESIDENT. 1562, SEC-37,NOIDA,
GAUTAMBUDDH NAGAR, U.P.

GAUTAMBUDDH NAGAR

U.P.

2. MAJ GEN SK. DHAWAN.

A-503, RAM VIHAR, SEC-30, NOIDA, U.P.-201301.

U.P.-201301.

3. SHANTA DHAWAN.

A-503, RAM VIHAR, SEC-30, NOIDA, U.P.-201301.

U.P.-201301.

4. BRIG SUDHIR KUMAR SACHDEVA.

223, SEC-28, ARUN VIHAR,NOIDA, U.P.-201303.

U.P.-201303.

5. NITA SACHDEVA.

223, SEC-28, ARUN VIHAR,NOIDA, U.P.-201303.

U.P.-201303.

6. DEEPTI KUMAR

FLAT NO.-3, 13-OLD CHURCH STREET, LONDON,
SW3 5DL.

LONDON

7. C/o. BRIG. SK SACHDEVA.

223, SEC-28, ARUN VIHAR, NOIDA, U.P.-201313

U.P.-201313

8. COL.YASHPAL SAROHA (RETD).

H.NO.-1562, SEC-37, NOIDA,U.P.-201301

U.P.-201301

9. ANIL KUMAR SURI.

N-263, SEC-25, JALVAYU VIHAR, NOIDA,

U.P.-201301.

U.P.-201301.

10. ARTI SURI

N-263, SEC-25, JALVAYU VIHAR, NOIDA,
U.P.-201301

U.P.-201301

11. KAVITA CHAUDHARY.

E-47, SEC-39, NOIDA, U.P.-201301.

U.P.-201301

12. AKSHAY CHAUDHARY.

E-47, SEC-39, NOIDA, U.P.-201301.

U.P.-201301.

13. CMDE. A.S. BHATYAL (RETD.)

P-388, JALVAYU VIHAR, SEC-21, NOIDA,
U.P.-201301.

U.P.-201301.

14. SUJEET KUMAR SINGH.

12, 2ND FLOOR, ASHIANA GREENS, AHINSHA
KHAND-2, INDIRAPURAM,
GHAZIABAD, U.P.-201014.

U.P.-201014.

15. SHASHI SINGH.

12, 2ND FLOOR, ASHIANA GREENS, AHINSHA
KHAND-2, INDIRAPURAM,
GHAZIABAD, U.P.-201014.

U.P.-201014.

16. BASANTI SINGH.

12, 2ND FLOOR, ASHIANA GREENS, AHINSHA
KHAND-2, INDIRAPURAM, GHAZIABAD,
U.P.-201014.

U.P.-201014.

17. SUREEL SINGH

12, 2ND FLOOR, ASHIANA GREENS, AHINSHA
KHAND-2, INDIRAPURAM, GHAZIABAD,
U.P.-201014.

U.P.-201014.

18. SUREEL SINGH

12, 1ST FLOOR, ASHIANA GREENS, AHINSHA
KHAND-2, INDIRAPURAM, GHAZIABAD,
U.P.-201014.

U.P.-201014.

19. SWEETY SINGH

12, 1ST FLOOR, ASHIANA GREENS, AHINSHA
KHAND-2, INDIRAPURAM, GHAZIABAD,

U.P.-201014.
U.P.-201014.
20. COL. SANJEEV JAGADAPPAN.
C8/8718, VASANT KUNJ, NEW DELHI-110070.
NEW DELHI-110070.
21. BIDISHA PILLAI.
C8/8718, VASANT KUNJ, NEW DELHI-110070.
NEW DELHI-110070.
22. LT. COL. ROMIL SHARMA.
B-75, 1ST FLOOR, SEC-36, NOIDA, U.P.
U.P.
23. RAKHI SHARMA.
B-75, 1ST FLOOR, SEC-36, NOIDA, U.P.
U.P.
24. JASKIRAT SINGH BAWA.
A-715, SEC-19, NOIDA, U.P.-201301.
U.P.-201301.
25. NAVDEEP SINGH BAWA.
A-715, SEC-19, NOIDA, U.P.-201301.
U.P.-201301.
26. COL.N.S. BAWA.
A-715, SEC-19, NOIDA, U.P.-201301.
U.P.-201301
27. ASHISH GOVIND MATHUR.
E-801, OBEROI SPLENDOR, J.V.L.R., ANDHERI (E),
MUM-400060.
MUM-400060.
28. ANIHA BRAR.
158/11, OFFIER'S ENCLAVE, RAJPUR ROAD,
DEHRADUN-248001.
DEHRADUN-248001.
29. CHARU MATHUR
E-801, OBEROI SPLENDOR, J.V.L.R., ANDHERI (E),
MUM-400060.
MUM-400060.
30. ANIHA BRAR.
158/11, OFFICER'S ENCLAVE, RAJPUR ROAD,
DEHRADUN-248001.
DEHRADUN-248001.
31. JYOTSNA BRAR.
158/11, OFFICER'S ENCLAVE, RAJPUR ROAD,

DEHRADUN-248001.
DEHRADUN-248001.
32. COL.VINEET NEHRA.
C-84, DEFENCE COLONY, MAWANA ROAD,
MEERUT-250001, U.P.
MEERUT-250001
U.P.
33. GUNJAN NEHRA.
C-84, DEFENCE COLONY, MAWANA ROAD,
MEERUT-250001, U.P.
MEERUT-250001
U.P.
34. PANKAJ SHARMA.
5/50, ARJAN VIHAR, DELHI CANTT, NEW
DELHI-110010.
NEW DELHI-110010.
35. AMANJYOT SHARMA.
5/50, ARJAN VIHAR, DELHI CANTT, NEW
DELHI-110010.
NEW DELHI-110010.
36. AMIT JAIN
B-23, SURYA NAGAR, GHAZIABAD,U.P.
U.P
37. MRIDULA JAIN.
B-23, SURYA NAGAR, GHAZIABAD,U.P.
U.P.
38. COL. NAVDEEP SINGH BAWA.
B-23, SURYA NAGAR, GHAZIABAD,U.P.
U.P.
39. LT. COL. SOUMENDRA BANERJEE.
BORDER ROAD ORGANIZATION (BRO)TEKHLA,
UTTARKASHI, UTTARKHAND-249193.
UTTARKHAND-249193.
40. GITANJALI BANERJEE.
BORDER ROAD ORGANIZATION (BRO)TEKHLA,
UTTARKASHI, UTTARKHAND-249193.
UTTARKHAND-249193
41. SEEMA BHADORIYA
0/7/267, LEHL MARG, BINNAGURI
CANTT.,BINNAGURI.
BINNAGURI.
42. ADITYA SINGHAL.

A-126, VIKAS PURI, NEW DELHI-110018.
NEW DELHI-110018.

43. LT. COL. SHARAD PATHAK.
1051, FD WKSP, 753 TASK FORCE, C/o. 56 APO...,
PIN-931051.
PIN-931051.

44. COL. B. R. SHARMA.
O-303, VEVEK VIHAR, SEC-82, NOIDA-201304.
NOIDA-201304.

45. SMRITI SHARMA.
O-303, VEVEK VIHAR, SEC-82, NOIDA-201304.
NOIDA-201304.

46. GP CPT PUNEET NARAIN.
E-161, JALVAYU VIHAR, GREATER NOIDA-201310.
GREATER NOIDA-201310.

47. SUBODH KUMAR.
26/3, EAST PATEL NAGAR, NEW DELHI-110008.
NEW DELHI-110008.

48. SUSHMA KUMAR.
26/3, EAST PATEL NAGAR, NEW DELHI-110008.
NEW DELHI-110008.

49. LT. COL. SAKETANAND JHA.
P-21/3, TARAPORE ENCLAVE, RANGPURI,
VASANT KUNJ, NEW DELHI-110070.
NEW DELHI-110070.

50. JYOTSNA JHA.
P-21/3, TARAPORE ENCLAVE, RANGPURI,
VASANT KUNJ, NEW DELHI-110070.
NEW DELHI-110070.

51. KIRAN PAL VERMA.
C-7/79, YAMUNA VIHAR, DELHI-110053.
DELHI-110053.

52. RAHUL VERMA
C-7/79, YAMUNA VIHAR, DELHI-110053.
DELHI-110053.

53. PANKAJ MATHUR.
209, VINAYAK APARTMENTS, 1 PRITHVIRAJ
ROAD, C SCHEME, JAIPUR-302001.

54. CDR. SACHIN LAL.
P-397, SEC-21, JALVAYU VIHAR, NOIDA, GAUTAM
BUDH NAGAR, U.P.-201301.

U.P.-201301.
55. TINA PRIYANKA BORA.
P-397, SEC-21, JALVAYU VIHAR, NOIDA, GAUTAM
BUDH NAGAR, U.P.-201301
U.P.-201301
56. CDR. SUBHASH CHANDER VERMA.
H-18, SEC-25, JALVAYU VIHAR, NOIDA,
U.P.-201301.
U.P.-201301.
57. KAMAL KIRAN VERMA.
H-18, SEC-25, JALVAYU VIHAR, NOIDA,
U.P.-201301
U.P.-201301
58. VISHALI SHARMA.
P-173, ALLENBY LINES, NEAR KALI
PALTAN,BRIDGE, BEHIND ANAND MARKET,
AMBALA CANTT-133001 (HARYANA).
(HARYANA).
59. VISHALI SHARMA.
P-173, ALLENBY LINES, NEAR KALI
PALTAN,BRIDGE, BEHIND ANAND MARKET,
AMBALA CANTT-133001 (HARYANA).
(HARYANA).
60. BRIG. MADAN SHEEL SHARMA.
P-173, ALLENBY LINES, NEAR KALI
PALTAN,BRIDGE, BEHIND ANAND MARKET,
AMBALA CANTT-133001 (HARYANA).
(HARYANA).
61. RATIKA DAS.
L-185, SEC- 25, JALVAYU VIHAR, NOIDA,
U.P.-201301.
U.P.-201301.
62. ANSHUMAN DAS.
L-185, SEC- 25, JALVAYU VIHAR, NOIDA,
U.P.-201301
U.P.-201301
63. CHARU GARG.
L-185, SEC- 25, JALVAYU VIHAR, NOIDA,
U.P.-201301
U.P.-201301
64. LT. COL. ROSHAN BHARDWAJ (RETD.)
H-166, NAR VIHAR 2, SEC-34, NOIDA, U.P.-201301.
U.P.-201301.

65. COL. PRADEEP KUMAR SINGH.
B-502, DEFENCE OFFICERS APARTMENT, SEC-4,
PLOT NO.-33, DWARKA, NEW DELHI-110075.
NEW DELHI-110075.

66. ABHISHEK SINGH.
B-502, DEFENCE OFFICERS APARTMENT, SEC-4,
PLOT NO.-33, DWARKA, NEW DELHI-110075.
NEW DELHI-110075.

67. VINITA SINGH.
B-502, DEFENCE OFFICERS APARTMENT, SEC-4,
PLOT NO.-33, DWARKA, NEW DELHI-110075.
NEW DELHI-110075.

68. MAJ DHIRAJ BHANDARI.
A-307, VIVEK VIHAR, SEC-82, NOIDA, U.P.-201304
U.P.-201304

69. COL. VISHAL CHAUDHARY.
784, SOUTH CIVIL LINES, CIRCULAR ROAD,
MUZAFFARNAGAR U.P.-251002.
U.P.-251002.

70. VISHWA PRABHA CHAUDHARY.
784, SOUTH CIVIL LINES, CIRCULAR ROAD,
MUZAFFARNAGAR U.P.-251002.
U.P.-251002.

71. CDR. HARSHVARDHAN BHATNAGAR.
E-203, JALVAYU VIHAR, POAI, MUM-400076.
MUM-400076.

72. SIMRITI BHATNAGAR.
E-203, JALVAYU VIHAR, POAI, MUM-400076.
MUM-400076.

73. COL. SAMDARSHAN SHARMA.
633, OPP. DELHI PUBLIC SCHOOL,
SEC-28,GAUTAM BUDHHA NAGAR, NOIDA,
U.P.-201301.
U.P.-201301.

74. SARITA SHARMA.
633, OPP. DELHI PUBLIC SCHOOL,
SEC-28,GAUTAM BUDHHA NAGAR, NOIDA,
U.P.-201301.
U.P.-201301.

75. ADITYA ASDHIR.
633, OPP. DELHI PUBLIC SCHOOL,
SEC-28,GAUTAM BUDHHA NAGAR, NOIDA,
U.P.-201301.

U.P.-201301.

76. VIKRAMADITYA SINGH CHAUHAN.

20/255, INDIRA NAGAR, LUCKNOW-226016.

77. SUDHIR SINGH

226-A, LANE NO.-26, VISHNAPURI, PONGHAT,
PUL-MUNDERA, ALLAHABAD, U.P.

U.P

78. RAJ KUMAR SRIVASTAVA.

T2, 102, PARSAVNATH SHRISHTI, SEC-93, NOIDA.

79. ANUPAMA SRIVASTAVA

T2, 102, PARSAVNATH SHRISHTI, SEC-93, NOIDA.

80. PRATIBHA SINGH.

G-8, HUDCO PLACE, ANDREWS GANJ, NEW
DELHI-49.

NEW DELHI-49.

81. AJAI KUMAR.

G-8, HUDCO PLACE, ANDREWS GANJ, NEW
DELHI-49.

NEW DELHI-49.

82. COL. N P SINGH.

C-76, GOLF VIEW APARTMENTS, SAKET, NEW
DELHI-110017.

NEW DELHI-110017.

83. SATYAJIT SINGH.

C-76, GOLF VIEW APARTMENTS, SAKET, NEW
DELHI-110017.

NEW DELHI-110017

84. NARENDER PAL SINGH.

C-76, GOLF VIEW APARTMENTS, SAKET, NEW
DELHI-110017.

NEW DELHI-110017.

85. LT. COL. VIJAY KUMAR SHARMA.

F-5, SACRED HEART TOWNSHIP, PO WANWARI,
PUNE (MH)-411040

PUNE (MH)-411040

86. KALPANA SHARMA.

F-5, SACRED HEART TOWNSHIP, PO WANWARI,
PUNE (MH)-411040

PUNE (MH)-411040

87. BHUVAN CHANDRA JOSHI.

T1-1202, PARSAVNATH MAJESTIC, VAIBHAV
KHAND, INDIRAPURAM, GHAZIABAD, U.P.

U.P.

88. RACHNA GOVIL.

86, 1ST FLOOR, ASHOKA ENCLAVE-1, SEC-34,
FARIDABAD, HARYANA.

HARYANA.

89. ANUPAM GOVIL.

86, 1ST FLOOR, ASHOKA ENCLAVE-1, SEC-34,
FARIDABAD, HARYANA.

HARYANA.

90. RAHUL SEKHRI

H. NO.-61, SEC-41, GURGAON-122001, HARYANA.

HARYANA.

91. GAURAV PURI

NIRMALDEEP HOUSE, HOUSE NO.-2, STREET
NO.-6, SHANTI NIKETAN, NEW DELHI-110021.

NEW DELHI-110021.

92. LT. COL. HARISHWAR SINGH.

OIC LEGAL CELL, HQ PURVA UP & MP SUB AREA,
PIN-900479, C/O-56, APO.

93. ALKA H. SINGH.

OIC LEGAL CELL, HQ PURVA UP & MP SUB AREA,
PIN-900479, C/O-56, APO.

94. SANJAY MATHUR.

G-1006, OBEROI SPLENDER, J.V.L.R., ANDHERI
EAST, MUM-400060.

MUM-400060.

95. AIR. CMDE NK MATHUR.

G-1006, OBEROI SPLENDER, J.V.L.R., ANDHERI
EAST, MUM-400060.

MUM-400060.

96. SACHIN KUMAR.

C-46, LEIAH APARTMENT, VASUNDHARA,
ENCLAVE, NEW DELHI-110096.

NEW DELHI-110096.

97. MEGHA DAVIS.

C-46, LEIAH APARTMENT, VASUNDHARA,
ENCLAVE, NEW DELHI-110096.

NEW DELHI-110096.

98. LT. COL. AMIT NIGAM.

PM, MAP, INS, VENDURUTHY, NAVAL BASE POST,
KOCHI, KERELA.

KOCHI

KERELA.

99. DEEPALI NIGAM

PM, MAP, INS, VENDURUTHY, NAVAL BASE POST,
KOCHI, KERELA

KOCHI

KERELA

100. SANGEET KAPOOR

H. NO.-13/9, BANGLA STREET, MANDI, HP-175001

MANDI

HP-175001

101. KANAK HANDA.

H. NO.-13/9, BANGLA STREET, MANDI, HP-175001

MANDI

HP-175001

102. RAJINDER SINGH

167, 2ND FLOOR, SOUTH ANARKALI, CHANDER
NAGAR, DELHI-110051.

DELHI-110051.

103. VIRENDER PS BAGGA.

FLAT. NO.-C401, KABIR RESIDENCY,
MAKARPURA ROAD, MANJALPUR, VADODARA,
GUJRAT-390009.

GUJRAT-390009.

104. RANI BAGGA

FLAT. NO.-C401, KABIR RESIDENCY,
MAKARPURA ROAD, MANJALPUR, VADODARA,
GUJRAT-390009.

GUJRAT-390009.

105. GOVIND S BHATI

609, POCKET C, SARITA VIHAR, NEW
DELHI-110076.

NEW DELHI-110076.

106. BEENA BHATI.

609, POCKET C, SARITA VIHAR, NEW
DELHI-110076.

NEW DELHI-110076.

107. POOJA MISHRA.

308, AGATE, MY HOME JEWEL, M NEW
DELHI-110076. ADINAGUDA, HYDERABAD,
TELANGANA.

108. ASHWANI PARASHAR.

308, AGATE, MY HOME JEWEL, M NEW
DELHI-110076. ADINAGUDA, HYDERABAD,

TELANGANA.

109. RITESH KUMAR VERMA.

FLAT. NO.-641, JALVAYU TOWERS,
BENNIGANAHALLI, NGEF LAYOUT,
BANGALORE-560038, KARNATAK.

BANGALORE-560038,

KARNATAK.

110. NISHA RANI

WA-146, STREET NO.-9, SHAKARPUR, DELHI-92

DELHI-92

111. GINNIE MAHAJAN

1359, SEC-29, NOIDA, U.P.-201303

U.P.-201303

112. LT. COL. M.L. MAHAJAN.

1359, SEC-29, NOIDA, U.P.-201303

U.P.-201303

113. CDR. VIKRAM MANIKTALA.

A-54, MIG FLATS (PHASE-I), QUTUB ENCLAVE,
NEW DELHI-110016.

NEW DELHI-110016.

114. SEEMA MANIKTALA

A-54, MIG FLATS (PHASE-I), QUTUB ENCLAVE,
NEW DELHI-110016.

NEW DELHI-110016.

115. Col Kaushik Goswami

S/o Late Atul Chandra Goswami R/o Room No. 3&4,
Block T-19, Military Intelligence Training School &
Depot, Wanowarie, Pune (MH)-411040

116. Col Kaushik Goswami

S/o Late Atul Chandra Goswami R/o Room No. 3&4,
Block T-19, Military Intelligence Training School &
Depot, Wanowarie, Pune (MH)-411040

117. Seema Goswami

W/o Col Kaushik Goswami R/o Room No. 3&4, Block
T-19, Military Intelligence Training School & Depot,
Wanowarie, Pune (MH)-411040

118. GRP Cpt Rajeshwar Singh Bhandari

S/o Late Thakur Singh Bhandari R/o-OMQ 26/3, Air
Force Station Bidar, Karnataka 585401

119. Puja Singh Bhandari

W/o Rajeshwar Singh Bhandari R/o-OMQ 26/3, Air
Force Station Bidar, Karnataka 585401

120. Saugat Dilip Saxena

R/o H-268, Beta 2, Greater Noida,
Uttar Pradesh 201309

121. Debaru Roy Chowdhury

R/o Bristol Address: Flat No. 23, Summerhill Court,
Summerhill Road, Bristol-BS5 8HG, United Kingdom
Delhi address A-49 Chittaranjan Park,
New Delhi 110019

122. Abhishek Verma

S/o Om Prakash Verma R/o Flat No. 108, Tower A
manchanda Eden Gardens Apartment, Garhi Bolni Road,
Sector 26, Rewari

Haryana 123401

123. Rakesh Sharma

R/o 261, Sector 1 Chiranjiv Vihar, Ghaziabad 201001

Uttar Pradesh

124. Vandita Aurora

D/o Lt. Col. R. N. Kapoor R/o 2nd Floor, 236 veer
Savarkar Marg, Opp Prabhat Poultry, Mumbai 400028

125. Vandita Aurora

D/o Lt. Col. R. N. Kapoor R/o 2nd Floor, 236 veer
Savarkar Marg, Opp Prabhat Poultry, Mumbai 400028

126. Ajay Aurora

S/o Prem Kumar Arora R/o 2nd Floor, 236 veer Savarkar
Marg, Opp Prabhat Poultry, Mumbai 400028

127. Vinod Kumar Jha

R/o Flat No. 254, Pocket E, Mayur Vihar Phase-II

Delhi 110091

128. Rita Jha

R/o Flat No. 254, Pocket E, Mayur Vihar Phase-II

Delhi 110091

129. Shashi Jain

W/o Colonel Narender Kumar Jain R/o 1802,
Brahmaputra Apartments, Sector 29, Noida 201303

Uttar Pradesh

130. Col. Nalin Jain

S/o Colonel Narender Kumar jain R/o 1802, Brahmaputra
Apartments, Sector 29, Noida 201303

Uttar Pradesh

131. Seema Singh

W/o Sh. Rajkumar Singh R/o 3/402, Deepak Deluxe,
Sahara Grace, Jankipuram, Lucknow

Uttar Pradesh

132. Rajkumar Singh

S/o Late V. P. Singh R/o 3/402, Deepak Deluxe, Sahara
Grace, Jankipuram, Lucknow

Uttar Pradesh

133. Kamran Yousuf

R/o Qatar Steel Company, PO Box 50090, Strategic
Planning Department, MIC Qatar; Local (My Brother &
GPA); N-8, 4th Floor, ABU Fazal Enclave, Jamia Nagar,
Okhla,

New Delhi 110025

134. Ms Neerja Alipuria

R/o 107, Sector 28, Noida

Uttar Pradesh

135. Atush Alipuria

R/o 107, Sector 28, Noida

Uttar Pradesh

136. Anil Negi

S/o Late Govind Singh Negi R/o 17 Gajur Marg, BEG &
Centre, Kirkee, Pune (Mah) 411003

137. Sidharth Singh

R/o 13-08 Aquamarine, Bayshore Park, 50 Bayshore
Road, Bedok Singapore Local address Impeial 1-2, Royal
Garden Estate, sector 61, Noida 201301

138. Gunjan Singh

R/o 13-08 Aquamarine, Bayshore Park, 50 Bayshore
Road, Bedok Singapore Local address Impeial 1-2, Royal
Garden Estate, sector 61, Noida 201301

139. Vandana Khosla

W/o Sh. Gagan Khosla R/o E-204 First Floor Greater
Kailash-1

New Delhi 110048

140. Deepika Sethi

R/o B-266, First Floor, Derawal Nagar,

Delhi 110009

141. Rhit Sethi

R/o B-266, 1st Floor Derawal Nagar

Delhi 110009

142. Ankush Kaushal

S/o Kuldip Chand Kaushal R/o 36 Bhagi Rathi Building,
Near Afgan Church, Colaba, Mumbai 400005 Also at
C-310, Vardhman Apartments, Mayur Vihar Phase 1,
Delhi 110091

143. Chandramita Kaushal

W/o Ankush Kaushal R/o 36 Bhagi Rathi Building, Near
Afgan Church, Colaba, Mumbai 400005 Also at C-310,
Vardhman Apartments, Mayur Vihar Phase 1, Delhi
110091

144. Keertesh Misra

R/o L-102, Indira Nagar, Kalyanpur, Kanpur 208026
Uttar Pradesh

145. Dr. Krishna Avatar Mishra

R/o L-102, Indira Nagar, Kalyanpur, Kanpur 208026
Uttar Pradesh

146. Priti Kathpalia

R/o 11A/37, W.E.A. Karol Bagh,
New Delhi 110005

147. Ranjeet Kathpalia

R/o 11A/37, W.E.A. Karol Bagh,
New Delhi 110005

148. Lt Col Manu Chopra

S/o Sh. Amarjeet Chopra Department of Pulmonary
Medicine, Army Hospital R&R, Dhaula Kuan,
New Delhi 10

149. Maj Narendra Pal

R/o C-1/1106, Nelson Mandela Mart, Vasant Kunj,
New Delhi 70

150. Navneet Ahlawat

R/o C-1/1106, Nelson Mandela Mart, Vasant Kunj,
New Delhi 70

151. Abhishek Jain

S/o Jai Prakash Jain R/o R-2202, Amrapali Platinum,
Sector 119, Noida 201307

152. Sonia Jain

W/o Abhishek Jain R/o R-2202, Amrapali Platinum,
Sector 119, Noida 201307

153. Lt Col GPS Bagga

R/o H No. 172, Sector 28, Noida
Uttar Pradesh

154. Vijay Bagga

R/o H No. 172, Sector 28, Noida
Uttar Pradesh

155. Neeraj Kapoor

R/o D-191, Sector 51, Noida 201301

156. Lt. Col Surender Pal

R/o EME (SA) EME Branch, HQ 21 corps, C/o 56, APO,

Bhopal
Madhya Pradesh
157. Ms. Ruchika Pal
R/o EME (SA) EME Branch, HQ 21 corps, C/o 56, APO,
Bhopal
Madhya Pradesh
158. Seema Rudola
W/o Ashish Kumar Rudola R/o J153, Gamma 2, Greater
Noida 201308
Uttar Pradesh
159. Ashish Kumar Rudola
S/o Sh. B. P. Rudola R/o J153, Gamma 2, Greater Noida
201308
Uttar Pradesh
160. Ajay Dimri
S/o Dr. Bhagwati Prasad Dimri R/o A19 SF, Eldeco
Green Meadows, Sector PI, Pocket C, Greater Noida
201308
Uttar Pradesh
161. Shreemali Agrawal
R/o Current: 156 Bulli Road, Constitution Hill, NSW
2145, Australia Local:82, Satish Park, Modinagar (UP)
162. Shreemali Agrawal
R/o Current: 156 Bulli Road, Constitution Hill, NSW
2145, Australia Local:82, Satish Park, Modinagar (UP)
163. Shefali Mittal
R/o Current: 156 Bulli Road, Constitution Hill, NSW
2145, Australia Local:82, Satish Park, Modinagar (UP)
164. Perna Yadav
R/o H. No. 06, Anuj Vihar Near Shankar Vihar Rao
Tularam Marg,
New Delhi 110010
165. Ajit Singh yadav
R/o H. No. 06, Anuj Vihar Near Shankar Vihar Rao
Tularam Marg,
New Delhi 110010
166. Vivek Mukherjee
F-47 A, Ground Floor, Dilshad Colony
Delhi 110095

.....Complainant(s)

Versus

1. M/S. JAIPRAKASH ASSOCIATES LIMITED &
ANR.
JAYPEE GREENS, SEC-128, NOIDA-201304, U.P.

NOIDA-201304

U.P.

2. JAYPEE INFRATECH LIMITED.

JAYPEE GREENS, SEC-128,NOIDA-201304,U.P.

NOIDA-201304,

U.P.

.....Opp.Party(s)

CONSUMER CASE NO. 1502 OF 2016

WITH

IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. DISCOVERY PARK BUYERS WELFARE
ASSOCIATION

SECTOR 80 FARIDABAD, OFFICE AT: HOUSE NO.
110, SECTOR 16,

FARIDABAD-121002

.....Complainant(s)

Versus

1. BPTP LTD. & ANR.

M-11, MIDDLE CIRCLE, CONNAUGHT CIRCUS,
NEW DELHI-110001

2. COUNTRYWIDE PROMOTERS PVT. LTD.

M-11, MIDDLE CIRCLE, CONNAUGHT CIRCUS,
NFEW DELHI-110001

.....Opp.Party(s)

CONSUMER CASE NO. 160 OF 2016

WITH

IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. COSMO CITY WELFARE SOCIETY

MS 3/805, KENDRIYA VIHAR SECTOR-56,
GURGAON-122002

.....Complainant(s)

Versus

1. ADEL LANDMARKS LTD.

(THROUGH ITS MD) 153, OKHLA INDUSTRIAL
ESTATE, PHASE-III,

NEW DELHI-110020

.....Opp.Party(s)

CONSUMER CASE NO. 1619 OF 2016

WITH

IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. UNIHOMES HOME BUYERS WELFARE
ASSOCIATION

84-A-4 Sahridaya Apartment, Paschim Vihar,
New Delhi 110063

.....Complainant(s)

Versus

1. M/S. UNITECH LIMITED
Signature Towers, Ground Floor, NH-8, South City- 1,
Gurgaon
Haryana

.....Opp.Party(s)

CONSUMER CASE NO. 1669 OF 2016

WITH

IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. JAYPEE BUDDH CIRCUIT STUDIOS BUYERS
ASSOCIATION
(THROUGH ITS GENERAL SECRETARY SHRI
HARBINDER SINGH MEHRA) FLAT NO. 30, DDA
FLATS, POCKET A, PHASE-II, DWARKA, NEW
DELHI.
402, TOWER 2, PARSVNATH GREEN VILLE,
OPPOSITE OMAX

.....Complainant(s)

Versus

1. JAI PRAKASH ASSOCIATES LTD.
(THROUGH ITS MD) SECTOR-128, NOIDA,
UTTAR PRADESH-201304.

.....Opp.Party(s)

CONSUMER CASE NO. 1672 OF 2016

WITH

IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. PARSVNATH EXOTICA GHAZIABAD FLAT
BUYERS ASSOCIATION
Sh. Sanjeev Aggarwal Regd. Off. H. No. 5, First Floor,
O-Block, Chittaranjan Park,
New Delhi

.....Complainant(s)

Versus

1. PARSVNATH DEVELOPERS LTD. & 4 ORS.
Mr. Pradeep Jain Off. 6th Floor, Arunachal Building 19,
Barakhamba Road,
New Delhi 110001
2. Mr. Pradeep Jain Chairman
Corporate off. 6th Floor Arunachal Building 19,
Barakhamba Road,
New Delhi 110001
3. Mr. Sanjeev Jain Managing Director & CEO,
Regd. Off. Parsvnath Tower, Near Shahdara Metro
Station, Shahdara

Delhi 110032

4. Parsvnath Buildwell Pvt. Ltd.

Through its Director Regd. Off. Parsvnath Metro Tower,
Near Shahdara Metro Station Shahdara

Delhi 110032

5. M/s. Devidayal Aluminium Industries Pvt. Ltd.

Through its Director Off. 149, G. T. Road, Sahibabad
Industrial Area, Ghaziabad,

Uttar Pradesh

.....Opp.Party(s)

CONSUMER CASE NO. 1681 OF 2016

WITH

IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1.

JAYPEE-KUBE-BUYERS-WELFARE-ASSOCIATION

L-65, SF, SRI NIWAS PURI, NEW DELHI-110065

.....Complainant(s)

Versus

1. JAI PRAKASH ASSOCIATES LIMITED & ANR.

JAYPEE GREENS, SEC-128, NOIDA - 201304 UTTAR
PRADESH

2. JAYPEE INFRATECH PVT. LTD.

SEC-128, NOIDA - 201304 UTTAR PRADESH

.....Opp.Party(s)

CONSUMER CASE NO. 1683 OF 2016

WITH

IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. JAYPEE KLASSIC OIL HOME BUYERS
ASSOCIATION

Through Its President, Having Its Office At: 3/3381,
Sector D, Pocket 3, Vasant Kunj

New Delhi - 110 070.

.....Complainant(s)

Versus

1. JAI PRAKASH ASSOCIATES LIMITED & ANR.

Through Its Managing Director, Having its Office at:
Jaypee Greens, Sector-128,

Nodia - 201 304.

U.P.

.....Opp.Party(s)

CONSUMER CASE NO. 1697 OF 2016

WITH

IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. KOSMOS UNITED HOME BUYERS WELFARE

ASSOCIATION

H NO-448, KHASARA NO-92, 1ST FLOOR, NEAR
RING ROAD FLYOVER, VILLAGE AZADPUR, NEW
DELHI-110033

.....Complainant(s)

Versus

1. JAIPRAKASH ASSOCIATES LTD. & ANR.
JA HOUSE, 63, BASANT LOK, VASANT VIHAR,
NEW DELHI-110057
2. JAYPEE INFRATECH LTD.
SECTOR-128, NOIDA-201304, UP

.....Opp.Party(s)

CONSUMER CASE NO. 1700 OF 2016

WITH

IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. TDI CITY WELFARE ASSOCIATION

.....Complainant(s)

Versus

1. TDI INFRASTRUCTURE LIMITED

.....Opp.Party(s)

CONSUMER CASE NO. 1774 OF 2016

WITH

IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. TDI RODEO DRIVE BUYER'S ASSOCIATION
(THROUGH ITS PRESIDENT ANURAG KUMAR
SINGHAL, B-4,/10, ASHOK VIHAR, PHASE-II,
DELHI-110052.

.....Complainant(s)

Versus

1. TDI INFRASTRUCTURE LIMITED
10, SHAHEED BHAGAT SINGH MARG,
NEW DELHI-110001

.....Opp.Party(s)

CONSUMER CASE NO. 226 OF 2015

WITH

IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. COSMOCITY FLAT BUYERS WELFARE SOCIETY
& 31 ORS.
CSM/103/B-0504, COSMO CITY, SECTOR-103
GURGAON
HARUYANA

.....Complainant(s)

Versus

1. ADEL LANDMARKS LTD.
THROUGH ITS MANAGING DIRECTOR, 153,
OKHLA INDUSTRIAL ESTATE, PHASE-III,

NEW DELHI-110 020

.....Opp.Party(s)

CONSUMER CASE NO. 227 OF 2015

WITH

IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. COSMOCITY FLAT BUYERS WELFARE SOCIETY
& 14 ORS.

CSM/103/B-0504, Cosmos City Sector - 10,

Gurgaon

Haryana

.....Complainant(s)

Versus

1. ADEL LANDMARKS LTD.

Through Its Managing Director, Registered Office at:

153, Okhla Industrial Estate, Phase-III,

New Delhi - 110 020.

.....Opp.Party(s)

CONSUMER CASE NO. 228 OF 2015

WITH

IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. COSMOCITY FLAT BUYERS WELFARE SOCIETY
& 14 ORS.

CSM/103/B-0504, Cosmos City, Sector 103,

Gurgaon

haryana

.....Complainant(s)

Versus

1. ADEL LANDMARKS LTD.

Through Its Managing Director, Registered Office: 153,

Okhla Industrial Estate, Phase-III,

New Delhi - 110 020.

.....Opp.Party(s)

CONSUMER CASE NO. 229 OF 2015

WITH

IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. COSMOCITY FLAT BUYERS WELFARE SOCIETY
& 5 ORS.

CSM/103/B-0504, Cosmos City, Sector 103,

Gurgaon

Haryana

.....Complainant(s)

Versus

1. ADEL LANDMARKS LTD.

Through Its Managing Director, Registered Office: 153,

Okhla Industrial Estate, Phase III,

New Delhi - 110 020.

.....Opp.Party(s)

CONSUMER CASE NO. 245 OF 2015

WITH

IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. COSMO CITY FLAT BUYERS WELFARE
ASSOCIATION & ORS

CSM/103/B-0504, Cosmos City, Sector 103,

Gurgaon

Haryana

.....Complainant(s)

Versus

1. M/S. ADEL / ERA LANDMARKS LTD.

Through Its Managing Director, 153, Okhla Industrial
Estate, Phase III,

New Delhi - 110 020.

.....Opp.Party(s)

CONSUMER CASE NO. 474 OF 2015

WITH

IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. JAYPEE WISHTOWN FLAT WELFARE SOCIETY

9/1256, VASUNDHARA

GHAZIABAD, U.P.

.....Complainant(s)

Versus

1. JAIPRAKASH INFRATECH LTD. & ANR.

(THROUGH ITS M.D.), JAYPEE GREENS,
SECTOR-128,

NOIDA-201304.(U.P.)

2. JAYPEE INFRATECH LTD.

(THROUGH ITS M.D.), JAYPEE GREENS,
SECTOR-128,

NOIDA - 201304

U.P.

.....Opp.Party(s)

CONSUMER CASE NO. 475 OF 2015

WITH

IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. JAYPEE WISHTOWN FLAT WELFARE SOCIETY

.....Complainant(s)

Versus

1. JAIPRAKASH ASSOCIATES LTD. & ANR.

2. JAYPEE INFRATECH LTD.

-

.....Opp.Party(s)

CONSUMER CASE NO. 677 OF 2015

WITH
IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. M/S. NANCY LAKE HOMES CO. OP. HOUSING SOCIETY LTD.

Ground floor, Kala Palace, Madhuban Hotel Road, Ulhas Nagar,
Thane, Maharashtra

.....Complainant(s)

Versus

1. NANCY ICON BUILDERS AND DEVELOPERS & ANR.

Being Joint Venture Through Its Associates., Ground Floor, Kala Palace, Madhuban Hotel Road, Ulhas nagar, Thane

2. Nikkita Builders & Developers,

Through Its Partner Mr. Mukesh G. Kimtani, Block No.. A-25, Room No. 145/146, Ground Floor, Kala Palce, Madhuban Hotel Road, Ulhas Nagar,

Thane - 421 001.

.....Opp.Party(s)

CONSUMER CASE NO. 679 OF 2016

WITH
IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. RESIDENCIES FLAT BUYER ASSOCIATION & 43 ORS.

D-78, S-1, SECOND FLOOR, VIKAS MARG, SHAKARPUR,
NEW DELHI-110092

.....Complainant(s)

Versus

1. M/S. UNITECH LIMITED

(THROUGH ITS MD) 6, COMMUNITY CENTRE, SAKET, NEW DELHI-110017.

.....Opp.Party(s)

CONSUMER CASE NO. 792 OF 2016

WITH
IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. JAYPEE KENSINGTON BOULEVARD APARTMENTS WELFARE ASSCIATION

FLAT NO. 93B, PKT-6, MIG KONDLI, GHAROLI, MAYUR VIHAR, PHASE-III,
DELHI-110096

.....Complainant(s)

Versus

1. JAIPRAKASH ASSOCIATES LTD. & ANR.

SECTOR-128, NOIDA-201304,
UTTAR PRADESH
2. JAYPEE INFRATECH LTD.
SECTOR-128, NOIDA-201304,
UTTAR PRADESH

.....Opp.Party(s)

CONSUMER CASE NO. 796 OF 2016

WITH

IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. JAYPEE KOSMOS APARTMENTS WELFARE
ASSOCIATION
FLAT NO. A337/338, BLOCK-A, DURGA VIHAR,
DELHI-110062.

.....Complainant(s)

Versus

1. JAIPRAKASH ASSOCIATES LTD. & ANR.
SECTOR-128, NOIDA-201304, UTTAR PRADESH
2. JAYPEE INFRATECH LTD.
SECTOR-128, NOIDA-201304, UTTAR PRADESH

.....Opp.Party(s)

CONSUMER CASE NO. 797 OF 2016

WITH

IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. JAYPEE KENSINGTON PARK APARTMENTS
WELFARE ASSOCIATION
303, POCKET-1, PHASE-II, SECTOR-13,
DWARKA, NEW DELHI-110075

.....Complainant(s)

Versus

1. JAIPRAKASH ASSOCIATES LTD. & ANR.
SECTOR-128, NOIDA-201304, UTTAR PRADESH
2. JAYPEE INFRATECH LTD.
SECTOR-128, NOIDA-201304, UTTAR PRADESH

.....Opp.Party(s)

CONSUMER CASE NO. 861 OF 2016

WITH

IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. VALUE INFRA BUYERS ASSOCIATION (REGD.)
(THROUGH ITS PRESIDENT ASHWANI KUMAR
AGARWAL) 4/8, BLOCK-4,
ASHOK NAGAR, NEW DELHI-18.

.....Complainant(s)

Versus

1. VALUE INFRA CON INDIA PVT. LTD.
(THROUGH ITS MD) 715, NAURANG HOUSE, 21,

KASTURBA GANDHI MARG, CONNAUGHT PLACE,
NEW DELHI-110001

.....Opp.Party(s)

CONSUMER CASE NO. 954 OF 2016

WITH

IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. ERA DIVINE COURT HIGH RISE FLAT BUYERS
ASSOCIATION

HNo-177, 2nd Floor, Ashoka Enclave, Phase-3, Sec-35,
faridabad

.....Complainant(s)

Versus

1. M/S. ADEL LANDMARKS LIMITED

153, Okhla Industrial Estate, Phase-III, New Delhi -
110020

.....Opp.Party(s)

CONSUMER CASE NO. 968 OF 2016

WITH

IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. GAUR VALERIO OENERS WELFARE
ASSOCIATION

(THROUGH ITS PRESIDENT) Khasra no. 520/1
&526/1, Vill_ Mahiuddinpur, Kanwani,' Tehsil-Dadri,
Gautam Budh Nagar, Uttar Pradesh.

.....Complainant(s)

Versus

1. M/S. SHRI SHYAM BUILDCON PVT. LTD.

CORPORATE OFFICE: PLOT NO.-1, ABHAY
KHAND,
INDRAPURAM, GHAZIABAD.

.....Opp.Party(s)

CONSUMER CASE NO. 991 OF 2015

WITH

IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. ASKMM FOUNDATION TRUST

(THROUGH ITS CMD) PLOT NO. 185, VIP COLONY,
IRC VILLAGE NAYAPALLI BHUBANESHWAR,
751015

.....Complainant(s)

Versus

1. MGL INFRA PRIVATE LIMITED

(THROUGH THE MD) MASTER BABU COMPLEX,
CHHAPULIA, BY-PASS, BHADRAK,
ODISHA

.....Opp.Party(s)

CONSUMER CASE NO. 992 OF 2015

WITH
IA/912/2015,IA/3689/2016,IA/6376/2016,IA/8689/2014,IA/11607/2016

1. ASKMM FOUNDATION TRUST

(THROUGH CMD) VIP COLONY, IRC VILLAGE
NAYAPALLI BHUBANESHWAR,

ORISSA-751015

.....Complainant(s)

Versus

1. WEIRD INFRASTRUCTURES CORPORATION
LIMITED

(THROUGH THE CMD) HEAD OFFICE:34C/24,
NAWAB YUSUF ROAD, CIVIL LINES,

ALLAHBAD-211001(U.P.)

.....Opp.Party(s)

BEFORE:

HON'BLE MR. JUSTICE V.K. JAIN,PRESIDING MEMBER

HON'BLE DR. B.C. GUPTA,MEMBER

HON'BLE MR. DR. S.M. KANTIKAR,MEMBER

For the Complainant : Appearance may be seen in the order.

For the Opp.Party : Appearance may be seen in the order.

Dated : 05 May 2017

ORDER

Ms. Nalini Chidambaram, Sr. Adv.

Mr. V. Balaji, Advocate

Ms. Sripradha Krishnan, Advocate

Mr. Sushil Kaushik, Advocate

Ms. Himanshi Singh, Advocate

For the Complainant(s)

Mr. Rishi K. Awasthi, Advocate

Mr. Deepak Pathak, Advocate

Mr. Sudhanshu Choudhari, Advocate

Ms. Surabhi Guleria, Advocate

Mr. Sounak S. Das, Advocate

Ms. Tanya Dayal, Advocate

Ms. Rekha Aggarwal, Advocate

Mr. Manjit Singh Ahluwalia, Advocate Mr.
Anupam Dwivedi, Advocate

Mr. Vikash Kumar Sinha, Advocate Mr. Saurabh
Jain, Advocate

Mr. Anand Shankar Jha, Advocate

Mr. Md. Ali, Advocate

Mr. Madhurendra Kumar, Advocate Mr. Amit
Singh Chauhan

Mr. Pankaj Sharma, Advocate

Ms. Neela Gokhale, Advocate

Mr. Gaurav Kumar, Advocate

:

Mr. M.L. Lahoty, Advocate

Mr. P.K. Sharma, Advocate

Mr. Deepak Vohra, Advocate

Mr. Abhinav Agnihotri, Advocate

Mr. Bejon Kumar Mishra, Advocate

Mr. Dhawesh Pahuja, Advocate

Mr. Avinash Jain, Advocate

Mr. D.K. Chaubey, Advocate

Mr. Rajesh Rai, Advocate

Mr. S.D. Singh, Advocate

Mr. K. Prasad, Advocate

Mr. Aditya Parolia, Advocate

Mr. Piyush Singh, Advocate

Mr. Rajat Nanet, Advocate

Ms. Sanya Talwar, Advocate

Mr. Kumar Sekhar, Advocate

Mr. Sachin Jain, Advocate

Ms. Isha Aggarwal, Advocate

Mr. Jasmeet Singh, Advocate

Ms. Astha Sharma, Advocate

Mr. Krishnan Venugopal, Sr. Adv. alongwith Mr.
Vishal Gupta, Advocate

Mr. Kumar Mihir, Advocate

Mr. Sumeet Sharma, Advocate

Mr. Uday Rathore, Advocate

Mr. Abhishek Raj, Advocate

Mr. Akhil Joshi, Advocate

Mr. Rahul Gandhi, Advocate

For the Opposite Party(ies)

: Mr. Sumesh Dhawan, Advocate

Mr. Shashank Shekhar, Advocate

Mr. Himanshu Tyagi, Advocate

Mr. Vishal Bhatnagar, Advocate

Mr. Prabhakar Tiwari, Advocate

Mr. TVS Raghavendra Sreyas, Adv.

Mr. Avinash Kr. Sharma, Advocate

Mr. Sanjoy Kr. Ghosh, Advocate

JUSTICE V.K. JAIN, PRESIDING MEMBER

Vide reference dated 20.12.2016, a Single Member Bench of this Commission, noticing that the term 'Voluntary Consumer Association' appearing in Section-12 of the Consumer Protection Act has not been interpreted so far either by this Commission or by the Hon'ble Supreme Court, referred the matter to a larger Bench to interpret the said term as used in Section 12 of the Act.

2. (a) Section-12 appears in the Act under the heading "Manner in which complaint shall be made" and to the extent it is relevant reads as under:

12. Manner in which complaint shall be made – (1) A complaint in relation to any goods sold or delivered or agreed to be sold or delivered or any service provided or agreed to be provided may be filed with a District Forum by-

(a)

(b) *any recognized consumer association whether the consumer to whom the goods sold or delivered or agreed to be sold or delivered or service provided or agreed to be provided is a member of such association or not;*

.....

Explanation – For the purposes of this section, "recognised consumer association" means any voluntary consumer association registered under the Companies Act, 1956 (1 of 1956) or any other law for the time being in force.

(b) The term 'complainant' has been defined as under in Section 2(1)(b) :

"(b) 'Complainant' means –

(i) a consumer; or

(ii) any voluntary consumer association registered under the Companies Act, 1956 (1 of 1956) or under any other law for the time being in force; or

(iii) the Central Government or any State Government; or

(iv) one or more consumer, where there are numerous consumers having the same interest;

(v) in case of death of a consumer, his legal heir or representative, who or which makes a complaint".

(c) The term 'person', to which reference has been made by one of the counsel for the complainants, though it does not find reference in Section 12(1)(b) of the Act, is defined as under in Section 2(1)(m) of the Act:

"(m) "person" includes, -

(i) a firm whether registered or not;

(ii) *a Hindu undivided family;*

(iii) *a co-operative society;*

(iv) *every other association of persons whether registered under the Societies Registration Act, 1860 (21 of 1860) or not;”*

(d) The term ‘consumer’ has been defined in Section 2(1)(d) of the Consumer Protection Act which to the extent it is relevant reads as under:

“(d) “consumer” means any person who –

1. *buys any goods for a consideration which has been paid or promised or partly paid and partly promised, or under any system of deferred payment and includes any user of such goods other than the person who buys such goods for consideration paid or promised or partly paid or partly promised, or under any system of deferred payment, when such use is made with the approval of such person, but does not include a person who obtains such goods for resale or for any commercial purpose; or*
2. *(hires or avails of) any services for a consideration which has been paid or promised or partly paid and partly promised, or under any system of deferred payment and includes any beneficiary of such services other than the person who hires or avails of the services for consideration paid or promised, or partly paid and partly promised, or under any system of deferred payment, when such services are availed of with the approval of the first mentioned person but does not include a person who avails of such services for any commercial purpose.*

3. It would be evident from a bare perusal of Section 12(1) that a consumer complaint can be filed only (i) by a consumer to whom the goods are sold or delivered or agreed to be sold or delivered or services are provided or agreed to be provided or (ii) by any recognized consumer association or (iii) by one or more consumers where there are numerous consumers, provided it is filed on behalf of or for the benefit of all the consumers having the same interest or (iv) by the Government. A complaint filed by an entity other than a Voluntary Consumer Association is not envisaged under Clause (b), even if such an entity is a ‘person’, as defined in Section 2(1)(m). An association of persons, unless it is a recognized consumer association within the meaning of the Act is not competent to institute a consumer complaint in terms of Clause (b). Of course, if an association of persons whether registered or not itself has purchased or agreed to purchase goods or has hired or availed services, or agreed to hire or avail services, it can institute an individual complaint under Clause (a) in respect of the goods purchased or agreed to purchase or the services hired or availed or agreed to be hired or availed by it. In such a case, it either alone or along with other consumer(s) can also file a complaint under Clause (c), subject to the other conditions prescribed in the said clause being fulfilled. Therefore, I find no merit in the contention that since every association of persons whether registered under the Companies Act or not, is included in the term ‘person’ as defined in Section 2(1)(m) of the Act. It can also institute a complaint in terms of Clause (b) of Section 12. Had that been the legislative intent, the term ‘Association of Persons’ would have been used in place of the term ‘Recognized Consumer Association’, in Clause (b) of Section 12 and there would be no necessity of inserting the explanation giving a meaning to the term ‘Recognized Consumer Association’ for the purpose of Section 12 of the Act.

4. It was contended by Shri M.L. Lahoty counsel for some of the complainants that an explanation cannot restrict the scope and ambit of the substantive provision, and therefore, it is not necessary for a consumer association to be registered under the Companies Act, 1956 or any other law for the time being in force. In other words, his contention was that any consumer association / voluntary consumer association is competent to maintain a complaint under Clause (b) even if the said association is not registered under a statute. In my view, the said contention cannot be accepted, primarily for two reasons. Firstly, if the explanation is altogether excluded from consideration, it will not be possible to give a meaning to the word 'recognised' and to say which association can be said to be a recognised consumer association, in terms of Clause (b) of Section 12. The words 'consumer association', appearing in Clause (b) of Section 12 are preceded by the word 'recognized', thereby qualifying the consumer association which would be competent to institute a consumer complaint in terms of the aforesaid clause. Therefore, a meaning had to be given to the term 'recognized', which in the absence of the explanation would have remained vague and incapable of a precise and definitive meaning. The recognition, in view of the explanation, comes from the registration.

Secondly, the explanation appended to Section 12 uses the word "means" and not the word "includes" before the words "any voluntary consumer association". The use of the words 'means' makes it quite clear that for the limited purpose of Section 12, Voluntary Consumer Association must necessarily be registered either under the Companies Act, 1956 or under any other law for the time being in force.

5. Shri M.L. Lahoty relied upon the decision of the Hon'ble Supreme Court in **S. Sundaram Pillai Vs. V.R. Pattabiraman (1985) 1 SCC 591** where the object of an Explanation to a statutory provision was summarized as under:

"53. Thus, from a conspectus of the authorities referred to above, it is manifest that the object of an Explanation to a statutory provision is –

- 1. To explain the meaning and intendment of the Act itself,*
- 2. Where there is any obscurity or vagueness in the main enactment, to clarify the same so as to make it consistent with the dominant object which it seems to subserve,*
- 3. To provide an additional support to the dominant object of the Act in order to make it meaningful and purposeful,*
- 4. An Explanation cannot in any way interfere with or change the enactment or any part thereof but where some gap is left which is relevant for the purpose of the Explanation, in order to suppress the mischief and advance the object of the Act it can help or assist the Court in interpreting the true purport and intendment of the enactment, and*
- 5. It cannot, however, take away a statutory right with which any person under a statute has been clothed or set at naught the working of an Act by becoming a hindrance in the interpretation of the same".*

The above referred objectives behind incorporating an explanation in a statute do not support the contention that any association of person whether registered under any law or not can maintain a consumer complaint in terms of Clause (b) of Section 12(1) of the

Consumer Protection Act. In the absence of the explanation, the term 'recognized' in clause (b) shall remain obscure or vague since the legislative intent behind use of the word 'recognized' before the words 'consumer association' will not be understood and will remain vague. It is to remove this possible vagueness that the explanation has been inserted. Therefore, in order to maintain a complaint in terms of clause (b), the voluntary consumer association must necessarily be registered under a statute whether it be Companies Act, 1956 or some other law permitting such registration.

6. Mr. Lahoty has also referred to the decision of the Hon'ble Supreme Court in **Karnataka Power Transmission Corporation Vs. Ashok Iron Works Pvt. Ltd. (2009) 3 SCC 240**, where the issue before the Hon'ble Supreme Court was whether a company can be said to be a consumer as defined in the Consumer Protection Act. Section 2(1)(d) of the Act defines 'consumer' to mean any person buying goods or hiring or availing services for consideration. Noticing the definition of the word 'person' in Section 2(1)(m) of the Act, the Hon'ble Supreme Court held that as the said definition was inclusive, there was no doubt that a company also could be a 'consumer' in terms of Section 2(1)(d) of the Act. The aforesaid judgment is of no help in this matter since Section 12(1)(b) of the Consumer Protection Act does not permit complaint by any and every person. It refers to the complaint made by a recognized consumer association and therefore, an association of persons, unless it qualifies as a recognized consumer association in terms of the aforesaid statutory provisions, will not be able to maintain a complaint under the aforesaid provisions though, in case, the goods are purchased or the services are hired or availed by an association, which is not a recognized consumer association, a complaint in terms of Section 12(1)(a) or 12(1)(c) can be filed by such an association.

7. The next question which arises for consideration in this reference is as to whether which association can be said to be a voluntary consumer association, within the meaning of Section 12 of the Consumer Protection Act.

This question can be divided into three parts. The first being as to what is an 'Association', the second being as to what is a 'Consumer Association' and the third being as to what is a 'Voluntary Consumer Association'.

The term 'Association' has been defined as under in Black's Law Dictionary IX Edition:-

“association. (16c)1. The process of mentally collecting ideas, memories, or sensations. 2. A gathering of people for a common purpose; the persons so joined. 3. An unincorporated organization that is not a legal entity separate from the persons who compose it. If an association has sufficient corporate attributes, such as centralized management, continuity of existence, and limited liability, it may be classified and taxed as a corporation. – Also termed unincorporated association; voluntary association”.

The term 'Association' has been defined as under in Oxford Dictionary:

“Association – 1. The action of joining or uniting for a common purpose; the state of being so joined. 2. A body of people organized for a common purpose; a society. 3. A document setting out the common purpose of a number of people and signed by them. 4.... 5.... 6. Mental connection between related ideas; an idea, recollection, or feeling mentally connected with another”.

Thus, an association in essence is a number of persons who come together and form a group, for prosecuting one or more specified common objectives. Therefore, a body formed by a group of persons with common aims and objectives would be an association.

8. 'Consumer Association' in essence would be an association which has the watching, protecting or safeguarding etc., the cause (s) of the consumers as either its sole objective or one of or as one of its main objectives. If some persons come together and form an entity for the purpose of pursuing, propagating, advancing or safeguarding etc., the interests of the consumers in general or even a class or sub-class of the consumers, such an entity, in our opinion, would qualify as a 'consumer association'. For instance, even if the buyers of the residential plots or residential flats in a project developed or proposed to be developed by a builder come together and form an association, for the purpose of the pursuing the rights, interests or grievances of the purchasers / allottees or even a group of purchasers or allottees in such a project, such an association, in our view, will qualify as a consumer association. In our opinion, it is not necessary for an association to qualify as a consumer association, that it should have as its objectives, protection, safeguarding and pursuing etc., of the rights and interests of the consumers in general and not only of the buyers / allottees of plots and / or flats in a particular project or locality. Even a Residents Welfare Association, if registered under a statute, will qualify as a consumer association if the sole or one of the main objectives of such an association is to protect, preserve, advance and promote the causes of the consumers in general or the consumers, comprising the members of such an association. Of course, an association which is formed to promote and safeguard the rights and interests and welfare of the consumers in general would certainly qualify as a consumer association. But, the scope of the term 'consumer association' cannot be restricted only to such an association.

9. So long as such an entity has the redressal of the grievances of the consumers or safeguard, promotion and advancement etc., of their rights, interest and welfare is one of its main objectives, there is no reason to exclude such an association from the purview of Section 12 of the Consumer Protection Act, provided of course, that it also qualifies as a voluntary association and is duly registered under a statute providing for such a registration.

Even if two interpretations in the matter are possible, Consumer Protection Act being a welfare Legislation enacted for the advancement of rights and interests of the consumers, a liberal and wider interpretation should be preferred over a narrow and technical interpretation, so as to advance the object of the statute and serve the intended purpose.

10. The term 'voluntary' has been defined as under in Black's Law Dictionary IX Edition:-

"voluntary, (14c) 1. Done by design or intention voluntary act. 2. Unconstrained by interference; not impelled by outside influence voluntary statement. 3. Without valuable consideration or legal obligation; gratuitous voluntary gift. 4. Having merely nominal consideration voluntary deed. Voluntariness".

The term 'voluntary' is defined as under in Oxford Dictionary:

"2. Of an action: performed or done of one's own will, impulse, or choice; not constrained, promoted, or suggested by another. Also more widely, left to choice, not required or imposed, optional. Of an oath, a confession, etc : voluntarily made or given; not imposed or prompted by a promise or threat. Of a

conveyance, a disposition etc.: made without money or other consideration being given or promised in return. Growing wild or naturally; or spontaneous growth.
Volunteer

3.....

4.a. Assumed or adopted by free choice; freely chosen or undertaken; (of work) unpaid b. Brought about by one's own choice or deliberate action; self-inflicted, self-induced. c. Of a society, association, etc.: entered into a free choice. Also consisting of volunteers.

5. *Done by deliberate intent; designed, intentional*

6. *Of the will: free, unforced, unconstrained.*

7. *Of a person: acting from personal choice or impulse, willingly, or spontaneously, in a specified capacity. Also, endowed with the faculty of willing. b. Serving as a volunteer soldier. Also, composed of such volunteers.*

8. *Freely or spontaneously bestowed or made; contributed from personal choice or impulse or from generous or charitable motives.*

9. ...

10. *Of an institution, organization, etc.: maintained or supported solely or largely by voluntary contributions. Also more widely, existing through voluntary support, not established by statute; in the UK, (of a school) built by a voluntary institution but maintained by a local education authority. b. Of, pertaining to, or advocating voluntarism in respect of the Church, schools, etc”.*

In essence, a voluntary consumer association will be a body formed by a group of persons coming together, of their own will and without any pressure or influence from anyone and without being motivated by any financial consideration, such as making profit or earning remuneration, using the umbrella of such a body or entity. If an association is formed with a view to make gains through the activities of the association, it will not qualify as a voluntary consumer association even if the gains accrue to the association, since the objective behind formation of such a body will be to make gains and not to serve the cause of the consumer or the society in general. Of course, since no organization can be run without funds, there can be no objection to such an association accepting voluntary donations and contributions, to be used for advancing its aims and objectives.

11. In **Engineers India Ltd., Vs. Ghaziabad Development Authority & Anr. I (2000) CPJ 8 (NC)** , a consumer complaint came to be filed by the Engineer India Limited, Indirapuram Allottees Welfare Association which had been registered under the Societies Registration Act for taking care of the welfare of the allottees in the Indirapuram Scheme floated by Ghaziabad Development Authority. An objection was taken by the GDA that complaint by such an association was not maintainable. A Five-Members Bench of this Commission, rejected the

contention that only the group coming into existence before any specific cause of action is eligible to file a complaint under section 2(b)(2i) of the Consumer Protection Act. The following view taken by the Five-Members Bench which otherwise binds this Bench is relevant in this regard:

“9. That would be a too narrow depiction to read. There are any number of examples where welfare associations are normally formed after taking possession of the flats to product and promote the common interest of the users. The complainants are completely covered by the definition given under 2(b) (ii) of the Act, hence this objection of the opposite party No.1 is not tenable”.

12. In **Lotus Panache Welfare Association Vs. M/s. Granite Gate Properties Pvt. Ltd., CC No. 120 of 2015**, the complainant before this Commission was a society consisting of apartment buyers of a project namely ‘Lotus Panache’ which a developers is developing in Sector 110 of Noida. An application, seeking dismissal of the complaint was filed by the opposite party primarily on the grounds that (i) a voluntary consumer organization can only seek reliefs which are general in nature and a society which has no privity of contract with them cannot claim reliefs such as delivery of possession of the apartment and payment of compensation to the individual allottees. Noticing that the complainant was duly registered under Societies Registration Act, and holding it to be a recognized consumer association, this Commission inter-alia observed and held as under:

“4. It would be seen from a perusal of the aforesaid provision that the Statute has not been placed any restriction as regards the nature of the complaint which a recognized consumer association can file. Even an individual case of the deficiency in service can be taken up by a recognized consumer association by way of a complaint before a Consumer Forum. The very fact that the Act permits such an association to file complaint even on behalf of a consumer, who is not its member, is a clear indication that a Legislature wants to confer the same rights on such an association as are available to a consumer, in a case where the services rendered to a consumer are found to be deficient or defective. In a given case, if the reliefs claimed are unconnected to each other being founded on different causes of action, there may be a valid objection to the maintainability of the complaint on the ground of misjoinder of the causes of action. But, where the reliefs claimed are of the same nature and against the same person, such an Association, in our view, is competent to file a complaint for and on behalf of all the persons, who approach the Association in this regard.”

5. As far as the present case is concerned the reliefs claimed by the complainant association are common in nature since they would give identical benefits to a number of apartment buyers, who have booked apartment in the Lotus Panache project of the opposite party Three C Universal Developers Pvt. Ltd., and are aggrieved on account of the delay in completion of the construction and other deficiencies alleged in the complaint. From whatever angle we may see, we are of the opinion that the complaint by a recognized consumer association, such as the complainant before us, is maintainable in respect of the reliefs sought in this complaint”.

Being aggrieved from the aforesaid order, the opposite party preferred an appeal being Civil Appeal No. 8423 of 2015 before the Hon’ble Supreme Court. The said appeal however, was dismissed vide order dated 16.10.2015.

13. In **Amrapali Sapphire Flat Buyers Welfare Association Vs. Amrapali Sapphire Developers Pvt. Ltd. & Anr. CC No. 816 of 2016**, the consumer complaints were filed by a welfare association of the flat buyers in a project which the opposite party in the said complaint is developing. Applications were filed by the opposite party, seeking dismissal of the complaint primarily on the grounds that (i) the complainant had no locus standi to file the present complaint on behalf of several allottees each of whom has a separate and distinct cause of action (ii) the complainant was not a voluntary consumer association (iii) since the sale consideration for each flat was less than Rs.1 crore, this Commission lacked the pecuniary jurisdiction to entertain the complaint.

A Bench of this Commission, inter-alia held as under:

“ 3. The first question which arises for consideration is as to whether the complainant is a recognized consumer association or not. The explanation below section 12 provides that for the purpose of the said section recognized consumer association means any voluntary consumer association registered under the Companies Act or any other law for the time being in force. This would mean that if a voluntary consumer association is registered under any law for the time-being in force, it will be deemed to be a recognized consumer association for the purpose of filing a complaint in terms of section 12(1)(b) of the Consumer Protection Act. No separate recognition is required in such a case, nor does the Act contain any provision for recognizing a Voluntary Consumer Association. Admittedly, the complainant is registered under Societies Registration Act. Therefore, the first requirement of the explanation stands fulfilled.

It is contended by the learned counsel for the applicant that mere registration under the Societies Registration Act or any other for the time being does not amount to recognition of a consumer association. His contention is that since Bureau of Indian Standards (Recognition of Consumers Associations) Rules 1991 lay down the procedure for recognition of consumer associations, the said procedure is required to be followed and a certificate of recognition is to be obtained from the Govt. of India, Ministry of Consumer Affairs in terms of the aforesaid rules. I, however, find no merit in this contention. As noted earlier, as per the explanation below section 12, recognized consumer association means any voluntary consumer association registered under Companies Act or any other law for the time being in force. Once a voluntary consumer association is registered in the aforesaid manner, it will be deemed to be a recognized consumer association provided that it is otherwise a voluntary association of the consumers. The recognition from the Govt. of India in terms of the BIS Rules or any other rules framed under any other act, in my view, is not envisaged in the Consumer Protection Act. Therefore, I find no merit in the contention.

4. The second question which then arises is as to whether the complainant can be said to be a voluntary consumer association or not. The term ‘voluntary consumer association’ has not been defined in the Consumer Protection Act. Giving an ordinary meaning to it, the expression voluntary consumer association would mean that the association in question should be an organization of consumers and the membership of the organization should not be compulsory.

5. As per clause 4 of the Memorandum of Association of the complainant, its aims and objectives inter-alia include the following:-

“(i) To protect the collective interest of the registered members of the Association;

(ii) To protect interest of the members by representing the Association at various relevant forums, appropriate government, quasi government, judicial, statutory and other relevant bodies, including local municipal bodies, authorities, builders, developers, association of builders and developers and other organizations which may impact the members monetarily or otherwise and take all such steps as may be necessary in this regard;

(iii) To perform such other legal and lawful acts that may be necessary for the members of the Association;

(iv) To work for the wellbeing and safety of the members of the Association, who are owners of residential / commercial plot(s) on anywhere in India;

(v) To project, protect and pursue all matters in the collective interests of members with the society or needy persons including timely delivery and possession of plots;

(vi) To do all acts, matters and things as are incidental or conducive to the attainment of the above aims and objects, or any one or more of them”

Considering the above-referred aims and objectives of the complainants’ society, it would be difficult to dispute that it has been set up for the purpose of protecting the interests of consumers including flat/plot buyers. Such an organization, in my opinion, qualifies as a consumer association. Since its membership is voluntary and it is registered under the Societies Registration Act, the complainant is a recognized consumer association in terms of the explanation below section 12 of the Consumer Protection Act. Therefore, I find no merit in the first ground taken in the application.

6. The next ground taken in the application is that since the value and the services, i.e., the sale consideration of the flats in each case is less than Rs.1 crore, this Commission lacks the pecuniary jurisdiction to entertain the complaint. This is also the contention of the learned counsel for the applicant/opposite party that the complainant cannot club the individual causes of action available to each flat buyer. In my view, section 12 (1)(b) of the Consumer Protection Act does not preclude the recognized consumer association from filing a composite complaint on behalf of more than one consumers, having a similar grievance against the seller of the goods or the provider of the services, as the case may be. There is nothing in the aforesaid provision which would restrict its application to the complaint pertaining to an individual complainant. If a recognized consumer association is made to file multiple complaints in respect of several consumers having a similar cause of action, that would result only in multiplicity of proceedings without serving any useful purpose.

Once it is accepted that a consumer complaint on behalf of more than then consumers can be filed by a recognized consumer association, it can hardly be disputed

that it is the aggregate value of the services which has to be taken for the purpose of determining the pecuniary jurisdiction of the consumer forum before which the complaint is filed.

If the aggregate value of the services in respect of the flat buyers on whose behalf this complaint is filed is taken exceeds Rs.1 crore. Therefore, this Commission does possession the requisite jurisdiction to entertain the complaint.”

Three Civil Appeals, being Civil Appeal No. 10954, 10979 and 11094 of 2016 preferred against the above referred order were dismissed by the Hon’ble Supreme Court vide its order dated 21.2.2017.

14. We are in agreement with the view taken in Granite Gate Properties Pvt. Ltd. (supra) and M/s. Amrapali Sapphire Developer Pvt. Ltd. (supra) and reiterate the same.

15. Shri Krishnan Venugopal, senior counsel for an opposite party drew our attention to Section 8 of the Companies Act, 2013 which provides for registration of a person or an association of persons as a limited company without addition of the word ‘limited’ or ‘private limited’ to its name, with the permission of the Central Government, if the proposed company (a) has in its objects the promotion of commerce, art, science, sports, education, research, social welfare, religion, charity protection of environment or any such other object; (b) intends to apply its profits, if any, or other income in promoting its objects; and (c) intends to prohibit the payment of any dividend to its members, and contended that it is only such a company whether formed under the Companies Act or under some other law, providing for such an incorporation which would qualify as a voluntary consumer association in terms of Section 12 of the Consumer Protection Act. We however, find no merit in this contention. Though, a company with the aforesaid objects may qualify as a voluntary consumer association if one of its main objectives is to promote, safeguard, propagate and pursue the rights and interests of the consumers or seek redressal of their grievances in connection with the goods purchased or agreed to be purchased or the services hired or availed or agreed to be hired or availed by them, there is nothing in Section 12 of the Act to restrict the ambit and scope of a voluntary consumer association to such a company, even the formation of which would depend upon whether the requisite permission in terms of Section 8(5) of the Companies Act, 2013 is granted by the Central Government or not.

16. One of the issues raised before us was as to whether a Trust would qualify as a voluntary consumer association, in terms of Section 12 of the Consumer Protection Act or not. The issue is n o m o r e *res integra* in view of the decision of the Hon’ble Supreme Court in **Pratibha Pratisthan & Ors. Vs. Manager, Canara Bank & Ors. Civil Appeal No. 3560 of 2008 and Civil Appeal No. 3561 of 2008 decided on 07.03.2017.**

In Pratibha Pratisthan (supra), the Hon’ble Supreme Court considered the question as to whether a complaint can be filed by a Trust under the provisions of the Consumer Protection Act, 1986. Answering the question in negative, the Hon’ble Supreme Court inter-alia observed and held as under:

“2. Section 2 (c) of the Act provides for a complainant making a complaint, inter alia, for an unfair trade practice or a restrictive trade practice adopted by any trader or service provider; a complaint in respect of goods (brought by a complainant) suffering

from one or more defects; a complaint of deficiency in services hired or availed of by a complainant and so on. A complainant is defined in Section 2 (b) of the Act in the following words:

b) “complainant” means –

(i) a consumer; or

(ii) any voluntary consumer association registered under the Companies Act, 1956 (1 of 1956) or under any other law for the time being in force; or

1. the Central Government or any State Government; or

2. one or more consumers, where there are numerous consumers having the same interest;

3. in case of death of a consumer, his legal heir or representative; who or which makes a complaint;

3. It is quite clear from the above definition of a complainant that it does not include a Trust. But does a Trust come within the definition of a consumer?

A consumer has been defined in Section 2(d) of the Act as follows:

(d) “consumer” means any person who, -

(i) buys any goods for a consideration which has been paid or promised or partly paid and partly promised, or under any system of deferred payment and includes any user of such goods other than the person who buys such goods for consideration paid or promised or partly paid or partly promised, or under any system of deferred payment, when such use is made with the approval of such person, but does not include a person who obtains such goods for resale or for any commercial purpose; or

(ii) hires or avails of any services for a consideration which has been paid or promised or partly paid and partly promised, or under any system of deferred payment and includes any beneficiary of such services other than the person who hires or avails of the services for consideration paid or promised, or partly paid and partly promised, or under any system of deferred payment, when such services are availed of with the approval of the first mentioned person; but does not include a person who avails of such services of any commercial purpose;

Explanation – For the purposes of this clause, “commercial purpose” does not include use by a person of goods bought and used by

him and services availed by him exclusively for the purposes of earning his livelihood by means of self-employment;

4. *A reading of the definition of the words 'complaint', 'complainant' and 'consumer' makes it clear that a Trust cannot invoke the provisions of the Act in respect of any allegation on the basis of which a complaint could be made. To put this beyond any doubt, the word 'person' has also been defined in the Act and Section 2 (m) thereof defines a person as follows:*

(m) 'person' includes, -

(i) a firm whether registered or not;

(ii) a Hindu undivided family;

(iii) a co-operative society;

(iv) every other association of persons whether registered under the Societies Registration Act, 1860 (21 of 1860) or not;

5. *On a plain and simple reading of all the above provisions of the Act it is clear that a Trust is not a person and therefore not a consumer. Consequently, it cannot be a complainant and cannot file a consumer dispute under the provisions of the Act.*

6. *In view of the above, we are of the opinion that the National Commission was quite right in holding that the complaint filed by the Appellant Trust was not maintainable”.*

We therefore hold that a Trust cannot be said to be a Voluntary Consumer Association for the purpose of Section 12 of the Act.

17. For the reasons stated hereinabove, the essential characteristics of a Voluntary Consumer Association, for the purpose of Section 12 of the Consumer Protection Act, can be summarized as under:

(a) It should be a body formed by a group of persons, coming together of their own will and without being motivated by any financial consideration;

(b) The sole or one of the main objectives of the body so formed should be to pursue, propagate, advance, safeguard or promote the interests of the consumers in general, or a class or sub-class of the consumers as defined in Section 2(1)(d) of the Consumer Protection Act;

(c) The body qualifying the conditions (a) and (b) above should be registered under the Companies Act or under any other law for the time being in force;

(d) A Residents Welfare Association, a cooperative society or an Association of Flat / Plot Buyers or a company, if it qualifies conditions (a) to (c) above also will

be a Voluntary Consumer Association, within the meaning of Section 12 of the Consumer Protection Act;

(e) If a body is formed with the objective of making financial gains, and not to serve the cause of the consumer or the society in general, it will not qualify as a Voluntary Consumer Association, within the meaning of Section 12 of the Consumer Protection Act;

(f) A Trust cannot be said to be a Voluntary Consumer Association within the meaning of Section 12 of the Consumer Protection Act.

18. We also hold that the Voluntary Consumer Association can file a consumer complaint on behalf of a single consumer as well as on behalf of more than one consumers, having identical grievance(s) and seeking identical relief(s) against the same service provider(s).

19. For the reasons stated hereinabove, the reference is answered in terms of para 17 and 18 hereinabove. The complaints be listed before the concerned Bench for dealing with them, in accordance with law, in the light of the answer to the reference.

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V.K. JAIN
PRESIDING MEMBER

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DR. B.C. GUPTA
MEMBER

.....

DR. S.M. KANTIKAR
MEMBER