

**NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION
NEW DELHI**

FIRST APPEAL NO. 4 OF 2019

(Against the Order dated 24/04/2018 in Complaint No. 1031/2017 of the State Commission
Punjab)

1. THE PUNJAB STATE FEDERATION OF COOPERATIVE
HOUSE BUILDING SOCIETIES LTD.

THROUGH ITS SUPERINTENDING ENGINEER SEWA
SINGH, SCO NO 150-152, SECTOR 34-A,
CHANDIGARH

.....Appellant(s)

Versus

1. HARI SINGH
S/O. RATTAN SINGH, H NO 7290/B-10, VASANT KUNJ
NEW DELHI

.....Respondent(s)

FIRST APPEAL NO. 499 OF 2019

(Against the Order dated 24/04/2018 in Complaint No. 1031/2017 of the State Commission
Punjab)

1. HARI SINGH
S/O. SH. RATTAN SINGH, R/O. H NO 7290, B-10, VASANT
KUNJ
NEW DELHI 110070

.....Appellant(s)

Versus

1. THE PUNJAB STATE FEDERATION OF CO-OPERATIVE
HOUSE BUILDING SOCIETIES LTD.
THROUGH ITS CHAIRMAN , SCO NO 150-152, SECTOR 34
CHANDIGARH

.....Respondent(s)

FIRST APPEAL NO. 5 OF 2019

(Against the Order dated 24/04/2018 in Complaint No. 1032/2017 of the State Commission
Punjab)

1. THE PUNJAB STATE FEDERATION OF COOPERATIVE
HOUSE BUILDING SOCIETIES LTD.

THROUGH ITS SUPERINTENDING ENGINEER SEWA
SINGH, SCO NO 150-152, SECTOR 34-A,
CHANDIGARH

.....Appellant(s)

Versus

1. GURVINDER SINGH WALIA
S/O. SH. MADANJEET SINGH, FLAT NO 205, FLOOR NO
II, BLOCK NO 2, AT COOPERATIVE HOUSING COMPLEX
KAPRTHALA
PUNJAB

.....Respondent(s)

FIRST APPEAL NO. 500 OF 2019

(Against the Order dated 24/04/2018 in Complaint No. 1032/2017 of the State Commission
Punjab)

1. GURVINDER SINGH WALIA

.....Appellant(s)

S/O. SH. MADANJEET SINGH, R/O. FLA TNO 205, FLOOR NO II, BLOCK NO 2, AT CO -OPERATIVE HOUSING COMPLEX, KAPURTHALA PUNJAB

Versus

1. THE PUNJAB STATE FEDERATION OF CO-OPERATIVE HOUSE BUILDING SOCIETIES LTD. THROUGH ITS CHAIRMAN, SCO NO 150-152, SECTOR 34, CHANDIGARH

.....Respondent(s)

FIRST APPEAL NO. 501 OF 2019

(Against the Order dated 24/04/2018 in Complaint No. 1033/2017 of the State Commission Punjab)

1. JATINDER PAL BHATIA S/O. SHRI DEV RAJ BHATIA, R/O. 158/2, OPP. MATA GUJRI PARK, GURU TEG BAHADUR NAGAR JALANDHAR PUNJAB

.....Appellant(s)

Versus

1. THE PUNJAB STATE FEDERATION OF CO-OPERATIVE HOUSE BUILDING SOCIETIES LTD. THROUGH ITS CHAIRMAN, SCO NO 150-152, SECTOR34 CHANDIGARH

.....Respondent(s)

FIRST APPEAL NO. 502 OF 2019

(Against the Order dated 24/04/2018 in Complaint No. 1035/2017 of the State Commission Punjab)

1. RAJWINDER KAUR W/O. SHRI MANJEET SINGH NIJJAR, R/O. FLAT NO 212, FLOOR, NO. III, BLOCK NO 2, CO-OPERATIVE HOUSING COMPLEX KAPURTHALA

.....Appellant(s)

Versus

1. THE PUNJAB STATE FEDERATION OF CO-OPERATIVE HOUSE BUILDING SOCIETIES LTD. THROUGH ITS CHAIRMAN, SCO NO 150-152, SECTOR 34 CHANDIGARH

.....Respondent(s)

FIRST APPEAL NO. 6 OF 2019

(Against the Order dated 24/04/2018 in Complaint No. 1033/2017 of the State Commission Punjab)

1. THE PUNJAB STATE FEDERATION OF COOPERATIVE HOUSE BUILDING SOCIETIES LTD. THROUGH ITS SUPERINTENDING ENGINEER SEWA SINGH, SCO NO 150-152, SECTOR 34-A, CHANDIGARH

.....Appellant(s)

Versus

1. JATINDER PAL BHATIA

.....Respondent(s)

S/O. SH. DEV RAJ BHATIA, RESIDENT OF H NO 158/2,
OPP. MATA GUJRI PARK, GURU TEG BAHADUR NAGAR
JALANDHAR

FIRST APPEAL NO. 7 OF 2019

(Against the Order dated 24/04/2018 in Complaint No. 1034/2017 of the State Commission
Punjab)

1. THE PUNJAB STATE FEDERATION OF COOPERATIVE
HOUSE BUILDING SOCIETIES LTD.

THROUGH ITS SUPERINTENDING ENGINEER SEWA
SINGH, SCO NO 150-152, SECTOR 34-A,
CHANDIGARH

.....Appellant(s)

Versus

1. VIJAY BHANDARI

S/O. JANAK RAJ BHANDARI, FLAT NO 216, FLOOR NO
IV, BLOCK NO 2, AT COOPERATIVE HOUSING COMPLEX
KAPURTHALA
PUNJAB

.....Respondent(s)

FIRST APPEAL NO. 8 OF 2019

(Against the Order dated 24/04/2018 in Complaint No. 1035/2017 of the State Commission
Punjab)

1. THE PUNJAB STATE FEDERATION OF COOPERATIVE
HOUSE BUILDING SOCIETIES LTD.

THROUGH ITS SUPERINTENDING ENGINEER SEWA
SINGH, SCO NO 150-152, SECTOR 34-A,
CHANDIGARH

.....Appellant(s)

Versus

1. RAJWINDER KAUR

W/O. SH. MANJEET SINGH NIJAR, FLAT NO 212, FLOOR
NO III, BLOCK NO 2 AT COOPERATIVE HOUSING
COMPLEX
KAPURTHALA
PUNJAB

.....Respondent(s)

BEFORE:

HON'BLE MR. SUBHASH CHANDRA, PRESIDING MEMBER
HON'BLE DR. SADHNA SHANKER, MEMBER

FOR THE APPELLANT :

F.A.S NO. 4, 5, 6, 8 OF 2019

FOR THE APPELLANT : NEMO

F.A. NO. 7 OF 2019

FOR THE APPELLANT : NEMO

F.A. NO. 499, 500, 501, 502 OF 2019

FOR THE APPELLANT : MS. RAGINI SHARMA, PROXY
ADVOCATE FOR

MR. SHUBHAM BHALLA, ADVOCATE

FOR THE RESPONDENT :

F.A.S NO. 4, 5, 6, 8 OF 2019

FOR THE RESPONDENT : MS. RAGINI SHARMA, PROXY
ADVOCATE FOR

MR. SHUBHAM BHALLA, ADVOCATE
F.A. NO. 7 OF 2019

FOR THE RESPONDENT : NEMO
F.A. NO. 499, 500, 501, 502 OF 2019

FOR THE RESPONDENT : NEMO

Dated : 31 May 2024

ORDER

DR. SADHNA SHANKER, MEMBER

1. The aforesaid nine first appeal have been filed under Section 19 of the Consumer Protection Act, 1986 against the Order dated 24.04.2018 passed by the State Consumer Disputes Redressal Commission, Punjab (hereinafter referred to as the 'State Commission') in complaints no. 1031, 1032, 1033, 1034 and 1035 of 2017 whereby the complaints were partly allowed.

2. Since these first appeals involve same facts and questions of law and have been filed against the same orders of State Commission, these have been taken up together and the same are being disposed of by this common order. However, as the parties have filed their important documents and compilation etc. in first appeal no. 4 of 2019 and first appeal no. 499 of 2019, these two cases have been taken as lead cases.

3. Mr. Hari Singh (hereinafter referred to as the 'complainant') has filed appeal no. 499 of 2019 for enhancement of compensation as also for directing the Punjab State Federation of Co-operative House Building Societies Ltd. (hereinafter referred to as the 'co-operative society') to compensate for delay in possession and for deficiency in services in curing the defects in the said flat in question.

The co-operative society has filed an appeal no. 4 of 2019 for setting aside the order dated 24.04.2018 of the State Commission.

4. Appeal No. 499 of 2019 of the complainant has been filed with a reported delay of 74 days and Appeal No. 4 has been filed with a reported delay of 04 days.

In the interest of justice and considering the reasons mentioned in the applications for condonation of delay, the delays in filing the appeals are condoned.

5. The brief facts of the case are that in November 2008 cooperative society floated a co-operative housing scheme for built up flats at circular road, Kapurthala and the invited applications for allotment of flats in the said scheme. Being allured by the advertisement, the complainant applied for one super deluxe flat and paid a sum of Rs. 1,44,000/- along with application. He was allotted a flat bearing Flat no 124, floor no VI, block No. 1 at co-

operative housing complex, Kapurthala for the tentative cost of Rs. 28,75,000/- vide allotment letter dated 23.01.2009. It is alleged that the complainant paid the entire amount of installments, along with interest upto 05.10.2011 as per the terms and conditions of the allotment letter. The complainant had paid an amount of Rs.17,25,000/- upto 28.02.2011 according to the terms and conditions of the allotment letter. Further, balance amount of Rs. 11,50,000/- i.e. 40% of the total cost was to be paid within 30 days from the date of offer of possession. It is alleged that as per the terms of the scheme, the possession of the flat was to be handed over on payment of 08 equated quarterly instalments and the last instalment was payable in the year 2011 but the co-operative society failed to deliver the possession within the stipulated period. The co-operative society issued a letter dated 14.08.2015 to the complainant to obtain the possession of the flat in question after completing all the formalities mentioned in the letter. It is alleged that the co-operative society enhanced the cost of the flat from Rs. 28,75,000/- to Rs.35,37,000/-. It also demanded interest of Rs. 507/- without giving the details thereof and in all the cooperative society demanded Rs.18,12,507/- being due towards the complainant. It is alleged that the possession of the flat was handed over to the complainant on 12.12.2015. Thereafter, the complainant shifted with his belongings to the said flat on 05.07.2017 and encountered huge deficiencies in the flat. It was discovered that the flat was not in conformity with the specifications made in the brochure and the complainant got the flat inspected by an architect and an inspection report was prepared but no action was taken by the co-operative society to remove the defects in the flat in question.

6. The complainant filed a consumer complaint bearing C.C. No. 1031 of 2017 on 28.11.2017 before the State Commission seeking directions for the co-operative society to pay Rs.8,28,000/- as interest and further interest at the rate of 18% p.a. till realization on a sum of Rs 17,25,000/- for a period of four years i.e. for delay in delivery of possession; Rs.6,62,000/- charged in excess on account of difference of tentative cost and the final cost of the flat; Rs.3,50,000/- to remove deficiency in flat; to reduce the electricity for common area and till then pay 2/3rd of the electricity bills; provide fresh water supply; pay monthly maintenance charges of nine unsold flats till they are sold; pay Rs, 3,00,000/- as damages for physical and mental agony; also to direct the builder to pay Rs.10,00,000 towards compensation for harassment and mental agony, Rs.25,000/- was costs.

7. The State Commission, vide order dated 07.06.2023, partly allowed the complaint and directed the co-operative society to appoint its authorized/technical/competent officials to inspect the flat, in question, in the presence of the complainant after issuing due notice to him. The complainant will be at liberty to point out defects/deficiencies, if any, in the flat and the co-operative society shall remove the defects/deficiencies found, if any, at its own cost to the satisfaction of the complainant as also to pay for the proportionate cost of electricity being supplied to all the flats, including whose possession is still to be delivered to the allottees and to provide fresh water/direct supply of drinking water to each of the flat, including the flat of the complainant and to pay monthly maintenance charges of nine unsold flats at proportionate rates, till they are sold and to pay lump sum compensation of Rs.1,00,000/- for the deficiency in service on its part, mental tension and harassment suffered by the complainant and for non-mentioning of exact period for delivery of possession in the allotment letter as well as litigation expenses.

8. Aggrieved by the Order dated 24.04.2018 of the State Commission, both the parties have filed the present appeals before this Commission.

9. The learned counsel for the complainant argued that the State Commission neglected to review the relevant state legislation governing Punjab, which explicitly addresses situations where the "Promoter" fails to specify the timeframe for delivering possession to the "Apartment Owner." As per the Punjab Apartment and Property Regulation Act of 1995 (hereinafter referred to as the Act of 1995), which define the responsibilities of an "Apartment Owner," "Allottee," and "Promoter.", Sections 2(b), (e), and (y) of the Act of 1995 provide definitions for these terms. Additionally, Section 3(g) of the Act of 1995 mandates that every "Promoter" must document the date by which possession is to be transferred to the "Allottee" or "Apartment Owner."

Moreover, it was argued that the State Commission should have acknowledged that the co-operative society engaged in unfair trade practices by increasing the cost of the flat. It is pertinent to note that possession was only offered by the co-operative society on 12.08.2015, upon payment of the balance amount of Rs. 18,12,507/-.

Further, the counsel for the complainant argued that the State Commission failed to consider that possession was not offered within a reasonable period from the date of allotment, which resulted in an unreasonable delay of nearly 6 years and 10 months in handing over possession of the flat to the complainant despite the complainant having made payments as per the instalment schedule provided by the co-operative society.

10. Additionally, the possession offered on 12.08.2015 was incorrectly deemed by the State Commission as granted since the flat was not completed as per the specifications outlined in the brochure and allotment letter. This incompleteness of the flat was highlighted in the inspection report dated 05.07.2017, which noted multiple glaring defects requiring rectification by the co-operative society at their own expense amounting to Rs. 3.5 lakhs. It was also highlighted that substandard material was used in the construction rendering the possession incomplete.

11. Furthermore, it was argued that the co-operative society only built 72 super deluxe flats instead of the promised 216 flats as per the brochure. However, the co-operative society acquired an electricity connection of 145 KVA in 2009 for the intended 216 flats, leading to additional expenses (minimum charges) for the complainant to the electricity department due to the extra load sanction. Additionally, out of the 72 constructed flats, 9 remain unsold and 13 have not been taken over by the allottees, leaving 22 flats under the maintenance charge of Housefed for common area responsibilities, which the complainant is currently bearing. The co-operative society has failed to fulfill their obligation to cover the expenses of maintaining the unsold flats, despite their commitment to do so. Finally, it was contended that the Hon'ble Supreme Court and this Commission have held in numerous judgments that even if the allotment letter or brochure does not specify the possession date, possession must be offered within a reasonable period of time. Reliance is placed on ***Bangalore Development Authority Vs. Syndicate Bank reported as AIR 2007 SC 2198.***

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12. Learned counsel for the builder argued that clause 8 of the allotment letter stated that the exact/final cost of the flat shall be worked out after the completion of the flat but before handing over the possession. The cost difference by any reason shall be payable by the allottee at the time of possession. How the seller works out his price is a matter of his own choice unless it is subject to statutory control. Price of property is in the realm of contract between a seller and buyer. There is no obligation on the purchaser to purchase the flat at the price offered. When the brochure indicates that actual cost may increase or decrease, any increase in cost of house by development authority cannot be labeled as arbitrary and discriminatory. In support of their above contention, reliance is placed on:

a) *Premji Bhali Pramod & Ors. Versus DDA, (1980)-2-SCC-129 AIR 1980 SC 739*

b) *Bareilly Development Authority and another Versus Vijay Pal Singh and others, AIR-1989-SC-1076*

13. Further, it was argued that the complainant took possession on 12.12.2015 and no objections were raised by the complainant at the time of possession and for more than a year later, no grievances were expressed. Additionally, Clause 18 of the Brochure stipulates that allottees are to establish a Cooperative House Building Society, to be registered under the Punjab Cooperative Societies Act, 1961. Allottees have already established the Kapurthala Housing Complex Cooperative House Building Society Ltd., Kapurthala, responsible for maintenance, with Housefed having no involvement. It was argued that the complainant received possession on 12.12.2015, and no representations were made to the co-operative society before filing the present complaint. The alleged inspection report is dated 05.07.2017, with the inspection allegedly conducted on 12.06.2017. Therefore, from 12.12.2015 to 12.06.2017, no representations were submitted by the complainant. As per the brochure and allotment letter, maintenance of the flat is to be managed by the society formed by the residents themselves; thus, the society was a necessary party, and the complaint should be dismissed on this basis alone, which the Hon'ble State Commission failed to consider.

14. The State Commission's order, granting liberty to the complainant to raise defects without allowing the appellant to assess the genuineness of the claim or determine any fault, is vague. The State Commission failed to adjudicate on whether the co-operative society was liable for any deficiencies raised in the complaint, rendering the order erroneous.

15. Regarding water supply, the builder receives water from M.C. Kapurthala, stored in an underground tank and supplied to the complainant and other flat owners via boosters. There is no provision for separate water connections directly from M.C. Kapurthala, thus the order to provide fresh water/direct supply of drinking water to each flat cannot be implemented. Similarly, different electricity connections are provided to each flat, with common lighting evenly distributed among all flat owners. The co-operative society agrees to bear the burden of electricity for 9 unsold flats, with bills to be raised by the society and paid by the co-operative society upon receipt. The lack of bills raised by the Society was not considered by the State Commission. Likewise, maintenance charges for the 9 unsold flats are to be borne by the co-operative society upon receipt of bills from the Society, which was not taken into account by the State Commission. Lastly, the lump sum compensation of Rs. 1 lakh, without admitting any deficiency, is deemed excessive as no grievance was expressed by the

complainant from the date of possession until the alleged deficiencies were raised, rendering the order erroneous.

16. Heard the learned proxy counsel for the complainant and carefully perused the material available on record.

No one appears for the co-operative society.

17. The main question which falls for our consideration is whether there was deficiency in service on part of co-operative society.

18. It is seen from the facts and evidence on record of these cases that the tentative price of the flat was fixed as Rs.28,75,000/- but as per Clause 8 of the allotment letter dated 23.01.2009, the exact/final cost of the flat was to be worked out after the completion of the flat, but before handing over the possession of the flat which was calculated to be Rs.35,37,000/-. The possession of the flat in question has been delivered to the complainant on 12.12.2015. It is a settled principle that Consumer forum cannot go into the pricing of the flat and complainant is bound to pay the revised cost of the flat to the co-operative society as he entered into the contract for purchasing the flat after duly reading and understanding the terms of the brochure and allotment letter and it cannot be a matter of deficiency in service. Therefore there is no question of refund of any amount paid as price of the flat. Reliance is placed on:

a) *Premji Bhai Prammar & Ors. v. Delhi Development Authority & Ors. 1980 (2)SCC129,*

b) *Bareilly Development Authority & Anr. v. Ajai Pal Singh & Ors. 1989 (2) CPSC 107;*

c) *Bangalore Development Authority v. Syndicate Bank 2007 (1) CPC 729(SC);*

d) *Gujarat Housing Board v. Datania Amrit Lai Phulchand & Ors. Ill (1993) CPJ 351;*

19. The next contention of the complainant is that the government approved valuer, vide his report, assessed the cost of removal of deficiencies to the tune of Rs.3,50,000/- . Although as pointed out by the co-operative society the complainant did not raise any issue regarding defects at the time of taking possession, or thereafter. However he remains a consumer even after taking possession without protest or reservation. He can raise a dispute either in respect of any deficiency as per original agreement or any deficiency detected post purchase. Reliance is placed on larger bench decision of this Commission in revision petition No 58 of 2020, decided on 2 November 2023 in the case of *Neo Build Infrastructure Pvt. Ltd. and Another Vs. Sushil Ranjan Roy and Another*. In the present case the inspection report and the complaint have been filed within two years of the possession.

20. The inspection report does indicate many problems in the construction of the flat, and is an indicator for deficiency of service on the part of the co-operative society. We are of the view that the inspection of the flat, in question, should be done in the presence of the officials of the co-operative society. Therefore, it is directed that the authorized and competent officials of the co-operative society shall inspect the building of the flat, in question, in the presence of the complainant after issuing notice to him and the complainant will be at liberty to point out the alleged defects/deficiencies, if any, in the building and thereafter, the co-

operative society shall remove the defects/deficiencies found, if any, at its own cost to the satisfaction of the complainant.

21. The next grievance of the complainant is that the co-operative society took an electricity connection of 145 KVA in the year 2009. It just built only 72 Super Deluxe flats out of 216. The residents of the Super Deluxe flats, including the complainant, have to pay extra electricity charges (minimum charges) to the electricity department due to sanction of extra load, which is also one of the deficiencies in service on the part of the co-operative society. In these circumstances, the complainant is only liable to pay the electricity charges, as per the load being used by him and not for the load of the flats, which are still unoccupied. It has been fairly conceded by the co-operative society that it undertakes to bear the burden of electricity charges of the unsold flats. Therefore, it will be the duty of the co-operative society to pay the electricity charges qua the load of un-occupied flats.

22. As regards the direct supply of fresh water, it is seen that as per the brochure itself the provision of water supply was mentioned as “underground water Reservoir and Boosted water supply”. As part of the contract itself it was clear that there was to be no direct supply to each flat. Further, it has been stated by the co-operative society that the water supply is given by Kapurthala MC to the underground tank. It is not the case of the complainant that water is not available as mentioned in the brochure. In view of the clear mention in the contract, this ground of the complainant fails.

23. So far as the maintenance charges being taken from the allottees, including the complainant, are concerned, it is relevant to mention that the complainant is not liable to bear the maintenance charges of unsold units, because he is not using the said unsold units. He is only liable to pay the maintenance charges qua the flat, in question. As such, the co-operative society is liable to bear the maintenance charges of those unsold units at proportionate rates.

24. Lastly, it is evident that the allotment letter was issued on 23.01.2009 whereas possession was handed over to the complainant on 12.12.2015, which is a delayed possession. Even though there was no time mentioned for delivery of possession of the said flat but the possession has to be offered within a reasonable period. In the present case, delay is about 6 years which, in our opinion, is far more than a reasonable time. Moreover, a person cannot be made to wait indefinitely for the possession of the flats allotted to them. It is a settled point of law that when no delivery period is stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of 3 years would be reasonable for completion of the contract. Hence, there is deficiency of service on the part of the co-operative society in giving delayed possession. Reliance is placed on:

a) *Bangalore Development Authority Vs Syndicate Bank AIR 2007 SC 2198*

b) *Fortune Infrastructure v. Trevor D'Lima, (2018) 5 SCC 442 : (2018) 3 SCC (Civ) 1 : 2018 SCC OnLine SC 292 at page 449*

25. As regards compensation for delayed possession, reliance is placed on ***Wg. Cdr. Arifur Rahman Khan and Aleya Sultana and Ors. Vs. DLF Southern Homes Pvt. Ltd. & Ors. (2020) 16 SCC 512*** where the court has held that 6% interest is just and reasonable in cases

of delayed possession. The Hon'ble Supreme Court in the case of **DLF Homes Panchkula Pvt. Ltd. vs. D.S. Dhanda, in CA Nos. 4910-4941 of 2019 decided on 10.05.2019** has held that multiple compensations for singular deficiency is not justifiable. Therefore, the award of compensation of Rs.1,00,000/- for mental agony and harassment granted by the State Commission is found to be not tenable.

26. In view of the above discussion, the order dated 24.04.2018 of the State Commission is modified to the extent that:

- a) the co-operative society shall pay compensation in the form of interest at the rate of 6% towards delay in handing over possession to the complainant, on the deposited amount of Rs.17,25,000/- from due date of handing over physical possession (i.e. 23.01.2012) till the date of handing over possession (i.e. 12.12.2015) and on Rs. 18,12,507/- from the date of deposit till the date of handing over possession to the complainant, within a period of four weeks, failing which, the rate of interest shall be enhanced to 9% per annum
- b) the direction as contained in para 18(i) of the State Commission's Order dated 24.04.2018 is upheld.
- c) the co-operative society shall pay the proportionate cost of electricity in respect of the unsold flats.
- d) the co-operative society shall pay monthly maintenance charges of unsold flats at proportionate rates.
- e) the directions as contained in para 18(iii) and (v) of the State Commission's Order dated 24.04.2018 are set aside.

The order be complied with within four weeks from the date of this order.

27. In view of the above, both the appeals are disposed of. All pending I.A., if any, shall stand disposed of.

28. First Appeal No. 07 of 2019

This appeal has been filed by Punjab State Federation of Cooperative House Building Societies Ltd. The complainant, Vijay Bhandari, has not filed appeal in this case. In this case, the tentative price of the flat was Rs.28,75,000/- which was finally worked at Rs.35,87,000/- and possession was delivered to the complainant on 09.09.2015. In terms of the examination and reasons contained hereinabove apropos appeals no. 04 and no. 499 of 2019 (the lead-case), the co-operative society is directed:

- a) to appoint its authorized/technical officials to inspect the flat, in question, in presence of the complainant after issuing due notice to him. The complainant will be at liberty to point out defects/deficiencies, if any, in the flat and the opposite party shall remove the defects/deficiencies found, if any, at its own cost to the satisfaction of the complainant.

b) to pay the proportionate cost of electricity in respect of the unsold flats.

c) to pay monthly maintenance charges of unsold flats at proportionate rates.

d) the direction as contained in para 33(iii) of the State Commission’s Order dated 24.04.2018 is set aside.

e) the direction as contained in para 33(v) of the State Commission’s Order dated 24.04.2018 is upheld.

The order be complied with within four weeks from the date of this order.

29. In view of the above, the appeal is disposed of. All pending I.A., if any, shall stand disposed of.

First appeals no. 5, 500, 6, 501, 8 and 502 of 2019:

30. The appeals no. **5, 500, 6, 501, 8 and 502 of 2019** are disposed of in terms of the examination and reasons contained hereinabove apropos appeals no. 04 and no. 499 of 2019 (the lead-case) with similar directions *mutatis mutandis*.

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SUBHASH CHANDRA
PRESIDING MEMBER

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DR. SADHNA SHANKER
MEMBER