

**BEFORE THE HON'BLE _____ CONSUMER
DISPUTE REDRESSAL COMMISSION,
_____ NEW DELHI
CONSUMER COMPLAINT NO. OF 2026**

IN THE MATTER OF:

Complainant NameComplainant

VERSUS

Oppoait Party Name.Opposite Party

**EVIDENCE BY WAY OF AFFIDAVIT ON BEHALF OF THE
COMPLAINANT.**

I _____ S/W/D/o years, R/o

_____ do hereby solemnly
affirm and state as under.

1. I say that the present compliant is being field by the
Complainants who are the consumers of Opposite Party as
defined in the Consumer Protection Act 2019.

2. I say that in the year of 2011-12 the complainant through
Opposite Party booked _____
_____. For a sum of Rs.39,30,842/- At the time of
the booking of the flat, the Complainants were duly assured

by the office bearers of the Opposite Parties that they shall be given the flat as per time framed written in the agreement. However, this period may be extended due to unforeseen Circumstances subject to maximum of 6 months. A buyers/sellers agreement was signed. All the related documents such as buyers/sellers agreement etc that were got signed by the Opposite Party were blank and all such document were filled up by the Opposite Party later on, as such the contents of these documents cannot be enforced against the complainants/consumers. **A copy of the agreement is exhibited as CW1/A**

3. I say that starting from of the booking of the flat and till today the total sum of Rs34,73,786/- has been paid by the Complainants to the Opposite Party. **The copy of the deposited slip is exhibited as CW1/B (Coolly)**

4. I say that at the time of the booking of flat/apartment the Complainants paid a substantial amount and thereafter balance amount was to be demanded by the Opposite Party and same were duly paid by the Complainants as linked to the progress of construction of his flat.

5. I say that the Complainant has not received any of possession till today despite repeated requests and reminders. The Complainants requested the Opposite Party to organize a meeting but the Opposite party is postponing the same on one pretext to other which clearly shows their intention that they do not want provide the details of accounts and they wants to somehow get windfall profits and to run their business contrary to the provisions mentioned above.

6. I say that the act & activities of the Opposite Parties are clearly unfair trade practices. The respondents also indulged in deficiency in services which is causing extreme hardship to the Complainants.

7. I say that the Opposite Parties have intentionally physically, mentally and financially harassed the Complainants by not handing over the physical possession of the flat/apartment within the stipulated time as enshrined in the agreement.

8. I say that the complainants are not interested in taking the Flat in question, as the purpose to buy the Flat has become futile/flustered as years have passed away. It is further

submitted that the time was essence of the entire deal and having own house of the Complainants have been ruined by the Opposite Party as deferring the possession by one pretext and another

9. I say that the entire acts and omissions of the party is illegal and not sustainable in eyes of law. The Opposite Party wants to grab the hard earned money of the Complainants. The Project which has been shown to the Complainants has not taken the shape as lured by the Opposite Party. At the time of booking of the flat, the Opposite party promised that the complainants would get the Flat well within time and the same is nothing a false promise.
10. I say that the Hon'ble Commission has the territorial as well as the pecuniary jurisdiction to entertain the present complaint.
11. I say the Complaint of the Complainant may be allowed as per the payer clause of the Complaint.

DEPONENT

VERIFICATION

Verified at New Delhi on this day of January 2026, that the contents of Para 1 to of the above affidavit are true and correct to the best of my knowledge and belief and no part and parcel of it false and nothing material has been conceal therefrom.

DEPONENT