STATE CONSUMER DISPUTES REDRESSAL COMMISSION
WEST BENGAL
CONSUMER COMPLAINT NO. SC/19/CC/210/2019
WITH
SC/19/IA/377/2026 (APPOINTMENT OF LOCAL COMMISSIONER)

Mr. Vinay Bazaz & Anr.
PRESENT ADDRESS - S/o Lt. Bhagwati Prasad Bazaz, Agro In puts Corporation, Hill Cart Road, P.O. Siliguri, P.S. Pradhannagar, Dist. Darjeeling, Pin -734 001.,WEST BENGAL.
Mrs. Sita Devi Bazaz
PRESENT ADDRESS - W/o Lt. Bhagwati Prasad Bazaz, Agro In puts Corporation, Hill Cart Road, P.O. Siliguri, P.S. Pradhannagar, Dist. Darjeeling, Pin -734 001. ,WEST BENGAL.

.....Complainant(s)

Versus

Sri Anjan Kumar Singhi & Ors.
PRESENT ADDRESS - Karta of HUF family, name & style, Angoori Singhi, Anjan Kr. Singhi & Ranjan Kr. Singhi, HUF, 48/3, Gariahat Road, P.S. Gariahat, Kolkata - 700 019.,WEST BENGAL.
Angoori Singhi
PRESENT ADDRESS - W/o Lt. Narendra Kr. Singhi, 48/3, Gariahat Road, P.S. Gariahat, Kolkata - 700 019.,WEST BENGAL.
Anjan Kr. Singhi
PRESENT ADDRESS - Karta of HUF family, name & style, Anjan Kr. Singhi, HUF, 48/3, Gariahat Road, P.S. Gariahat, Kolkata - 700 019.,WEST BENGAL.
Ranjan Kr. Singhi
PRESENT ADDRESS - Karta of HUF family, name & style, Ranjan Kr. Singhi, HUF, 48/3, Gariahat Road, P.S. Gariahat, Kolkata - 700 019.,WEST BENGAL.
Anjan Kr. Singhi
PRESENT ADDRESS - S/o Lt. Narendra Kr. Singhi, 48/3, Gariahat Road, P.S. Gariahat, Kolkata - 700 019.,WEST BENGAL.
Ranjan Kr. Singhi
PRESENT ADDRESS - S/o Lt. Narendra Singh Singhi, 48/3, Gariahat Road, P.S. Gariahat, Kolkata - 700 019.,WEST BENGAL.
Taruna Singhi
PRESENT ADDRESS - W/o Ranjan Kr. Singhi, acting as Trustees of Rajat Singhi Family Trust, 48/3, Gariahat Road, P.S. Gariahat, Kolkata - 700 019.,WEST BENGAL.
Angoori Singhi
PRESENT ADDRESS - W/o Lt. Narendra Singh Singhi & Ranjan Kr. Singhi, S/o Lt. Narendra Singh Singhi, acting as Trustees of Rajat Singhi Family Trust, 48/3, Gariahat Road, P.S. Gariahat, Kolkata - 700 019.,WEST BENGAL.
Angoori Singhi
PRESENT ADDRESS - W/o Lt. Narendra Singh Singhi & Ranjan Kr. Singhi, acting as Trustees of Amitabh Singhi Family Trust, 48/3, Gariahat Road, P.S. Gariahat, Kolkata - 700 019.,WEST BENGAL.
Angoori Singhi
PRESENT ADDRESS - W/o Lt. Narendra Singh Singhi & Anjan Kr. Singhi, acting as Trustees of

Sano Singhi Family Trust, 48/3, Gariahat Road, P.S. Gariahat, Kolkata - 700 019.,WEST BENGAL.
Sona Singhania nee Singhi
PRESENT ADDRESS - W/o Rajat Singhania & D/o Anjan Kr. Singhi, 48/3, Gariahat Road, P.S. Gariahat, Kolkata - 700 019.,WEST BENGAL.
USHA SINGHI W/o. Anjan Kr. Singhi
PRESENT ADDRESS - 48/3, GARIAHAT ROAD , KOLKATA,WEST BENGAL.

.....Opposite Party(s)

BEFORE:

HON'BLE MRS. SOMA BHATTACHARJEE , PRESIDING MEMBER
HON'BLE MR. ANANDA KUMAR TIWARI , JUDICIAL MEMBER

FOR THE COMPLAINANT:
Mr. Rajtilak Ghoshal (Advocate)

FOR THE OPPOSITE PARTY:
PRIYANKA GHOSH (Advocate)

DATED: 27/07/2026

ORDER

Final Order/Judgment

Date of Filing	Date of Admission	Date of Judgment
15/03/2019	03/04/2019	27/07/2026

HON'BLE ANANDA KUMAR TIWARI

(JUDICIAL MEMBER)

The complainants filed this case under the provision of Consumer Protection Act, 1986

(hereinafter referred to Act of 1986) against the Opposite Parties stating that the Ops were joint owners and co-owners in respect of the piece and parcel of land being premises No 48/3, Gariahat Road, P.S. Gariahat, Kolkata-700019 and intended to develop/construct said piece of land by constructing a multi storied building with residential flat and floor area. It is stated that the Ops were represented by OP no. 12 by virtue of a power of attorney to construct multi storied building and procuring intending purchasers. It is stated that the OP no. 12 floated invitation to the intending purchaser and the complainants alongwith one Mr. Bhagabati Prasad Bazaz (since deceased) approached the OP no. 12 with intention to purchase a flat and being satisfied,booked a flat being apartment no S-4-C, 4th floor, South block of holding no. 48/3, Gariahat Road, P.S. Gariahat, Kolkata-700019 having a covered area measuring about 1805 sq. ft. For a total consideration amount of Rs. 9,02,500/-.

It is stated that it was agreed between the parties that the parties will execute an agreement wherein the OPs through their attorney and OP No 12 Usha Singhi firstly transfer undivided proportionate land in respect of the said unit in favour of the complainants alongwith Mr. Bhagabati Prasad Bazaz at a consideration of Rs. 2,25,625/- and thereafter shall further execute a construction agreement at a total value of Rs. 6,76,875/-. According to the said terms and conditions the parties herein executed two agreements, one agreement of sale and another agreement for construction both executed on 4th day of January, 1994.

According to the complainants thereafter they paid full consideration amount and the OP no. 12 after completion of the construction work handed over the possession of the said Flat to the complainants as per their satisfaction but due to the latches on the part of the Ops, the flat could not be registered in the name of the complainants and subsequently Bhagabati Prasad Bazaz expired on 24/06/2018 thereby leaving his legal heirs, the present complainants being his son and wife respectively.

It is the further case of the complainants that several time they requested the OPs to make arrangement for causing registration of the said Flat in the name of the complainants but the OP no. 12 kept silence and did not comply and as such the finally on 25/09/2018 the complainants sent one advocate notice to the OP no.12 asking her to make arrangement for the registration of the flat but it was not complied.

Contending the above and other facts stated in the petition of compliant and stating that the cause of action first arose on 04/01/1994 and is continuing and lastly it arose on 25/09/2018, the complainants prayed for a direction upon the OPs to register said flat in favour of the complainant as well as for compensation and litigation cost.

After filing of the case and its admission, notice was issued to the OPs but only OP no. 5 and 12 appeared by filing Vakalatnama and contested the case. The Ops Nos 5 and 12 filed Written Version and the case proceeded ex-parte against the other OPs. The complainants filed their evidence and also replied to the questionnaire filed by OP nos. 5 and 12. The OP nos. 5 and 12 prayed to treat their Written Version as evidence and filed reply to the questionnaire of the complainants. The parties filed BNA and the arguments of both sides were heard.

In the Written Version filed by the OP no. 5 and 12 it is stated that the OP no. 12 entered into an agreement for sale and construction for self and all other co-owners of the property and as many as 65 sale/conveyance deedswere executed. It is stated that there is no reason for not executing the deed of conveyance in respect of the complainants Flat.

From the Written Version we find that execution of the agreement for sale of the Flat, the construction of the Flat, payment of the consideration by the complainants and delivery of the Flat in question in favour of the complainants is not in dispute and as it appears the complainants are in possession of the said Flat.

The OP nos. 5 and 12 stated that possession of the said Flat was handed over to the complainants on 27th December, 1999 but the complainants did not take steps to register the Flat and during the long passage of time some of the co-owners of the property decided to withdraw the power of Attorney granted to the OP No 12 and revoked the same and presently she cannot register the agreement for sale nor can execute and register the conveyance deed in respect of the said Flat. It is further stated that the power of attorney was revoked on 13th September, 2004 and the same was intimated to the OP no. 12. Contending the above and other facts as stated in the Written Version the OP nos. 5 and 12 prayed to dismiss the complaint.

We have gone through the evidence filed by the complainant no. 2 Binay Bazaz. In his evidence on affidavit the complainant no. 1 stated about the facts as stated in the petition of complaint. We have also gone through the copies of documents being agreements dt. 4th January,

1994 entered and executed in between Bhagabati Prasad Bazaz, Sita Devi Bazaz being the apartment allottee of the 1st part and OP no. 12 being Usha Singhi of the 2nd part. It appears that vide said agreements dated 04/01/1994 the parties agreed to nominate the apartment allottee for the purpose of acquiring undivided share to the apartment allottee (Complainant No 2 and her husband) for a consideration of Rs. 2,25,625/- and for the purpose of construction of the apartment in another agreement executed on 4th January, 1994 the apartment allottee agreed to pay the cost of construction of the Flat being Rs 6,76,875/-. We have also perused the copy of death certificate of Bhagabati Prasad Bazaz as well as copy of Advocate notice dt. 25/09/2018 forwarded to the Opposite party No 12.

We have also gone through the questionnaire and replies therein of the parties. Summing up the facts before us we find that the husband of complainant no. 2 (since deceased) and the complainant no. 2 jointly purchased the flat after entering into agreement for the sale in respect of the undivided property and the Flat in question. Subsequently, the possession of the Flat was also handed over to them but no deed of conveyance was executed in their favour. It appears that after the death of husband of the complainant no. 2, the complainant no. 1 being his son became the legal heir successor of the deceased along with complainant no. 2. From the facts it further appears that some of the landowners revoked the power of attorney granted to the OP no. 12.There is no doubt delay in causing execution of deed of conveyance and registering the same in favour of the complainants.

In the matter of **M/s Vivekanand Construction Company Vs Suraj Ratan Mundra & Anr Hon'ble National Consumer Disputes Redressal Commission, in First Appeal N0 254 of 2013** (arising out of Order Dated 14/02/2013 in CC/94/2013 of State Commission West Bengal) observed that "The law laid down above on continuing cause if action, applies equally to the present case. The sale of the flat to the respondent/ complainant, receipt of the agreed price by the vendor/appellant and physical delivery of the flat by the vendor/OP to the purchaser/Complainant, are facts established on the record. While the appellant has failed to prove that the respondent was responsible for the delay, non- execution of the conveyance deed remains an admitted fact. More than anyone else, the appellant, being a construction company, should know that sale of a flat is completed with registration of the sale deed and not with mere transfer of physical possession. Clearly, the cause of action, which began with delivery of physical possession, continues till the deed of conveyance is registered. Therefore, the question of limitation does not arise".

In view of the facts and circumstances, we are of the opinion that the complainants succeeded in making their case and are entitled to get relief. However, the long delay on the part of approaching the landowners is not explained by the complainants by way of evidence or otherwise and as such we are of the opinion that the complainants are not entitled to get compensation and litigation cost .

Hence it is

ORDERED

That the Complaint Case being No CC/210/2019 is allowed on contest against the Opposite parties Nos 5 and 12 and ex-parte against others without any order as to costs. Opposite parties are directed to execute and register the deed of conveyance in respect of the Flat No S-4-C, having a covered area of 1805 Sq Ft situated in the 4th Floor, South Block, in holding Number 48/3, Gariahat Road, PS- Gariahat, Kolkata-700019 in favour of the complainants within 45 days of passing of this order. The Complainant is to bear the expenses of the Stamp duty and registration fees payable as well as other legal expenses.

Applications pending, if any, stands disposed of in terms of the judgment.

In case the Opposite parties fail to comply with the order as above, the complainants will be at liberty to put the order for execution as per law.

Let a copy of the order be supplied to the parties free of cost and the judgment be uploaded in the website.

Due to heavy pendency of cases the complaint could not be disposed of within statutory period.

Dictated and corrected by me

ANANDA KUMAR TIWARI

(JUDICIAL MEMBER)

Typed by me

Kamalika Ganguly

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SOMA BHATTACHARJEE
PRESIDING MEMBER

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ANANDA KUMAR TIWARI
JUDICIAL MEMBER