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LEGAL INSIGHTS:

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IMPORTANT LEGAL DEVELOPMENT

| Airlines

AIRLINES TO PAY INR 2.5 LAKH FOR LAST - MINUTE FLIGHT CANCELLATION DISRUPTING HONEYMOON PLANS

In the case titled as '**Rishabh Maheshwari & Anr. v. Inter Globe Aviation Ltd. (IndiGo Airlines)**' *[CC/256/2025]*, it was held by the District Consumer Disputes Redressal Commission-VI, New Delhi, that an airline's mere reliance on operational reasons or force majeure is insufficient to escape liability for last-minute flight cancellation without establishing the specific circumstances necessitating such cancellation.

The Commission observed that IndiGo Airlines had failed to produce sufficient evidence demonstrating that the cancellation was caused by circumstances beyond its reasonable control. The cancellation disrupted the complainants' honeymoon travel plans to Geneva and caused considerable inconvenience. However, the Commission declined to reimburse the additional airfare of ₹69,774 incurred for alternative tickets. Partly allowing the complaint, it directed IndiGo to pay ₹2 lakh as compensation for mental agony, harassment and inconvenience, along with ₹50,000 towards litigation expenses, aggregating to ₹2.5 lakh. The amount was directed to be paid within 45 days, failing which interest at 9% per annum would be applicable until realisation.

| Automobile

DELHI CONSUMER COMMISSION HOLDS CAR MANUFACTURER AND DEALER LIABLE FOR UNFAIR TRADE PRACTICE OVER DASHBOARD GLARE

In the case titled as '**Pradeep Kumar Chhabra v. Kia India Pvt. Ltd. & Anr.**' *[Consumer Complaint No. 304/2025]*, it was held by the District Consumer Disputes Redressal Commission-II, New Delhi, that Kia India Pvt. Ltd. and its authorised dealer, Allied Motors Ltd., were guilty of unfair trade practice in their handling of complaints concerning dashboard reflections on the windshield of a Kia Seltos GTX Plus. The complainant had alleged that the reflections obstructed his visibility while driving during

daytime and nighttime, creating potential safety risks.

The Commission considered the response of the Bureau of Indian Standards, which clarified that IS 2553 (Part 2): 2019 did not prescribe reflection-control requirements for laminated windshields. While the Commission refrained from recording any finding on the design of the vehicle or glass, it held the opposite parties liable for their treatment of the reflection issue as a natural phenomenon. Accordingly, it directed them to pay ₹5 lakh as compensation within two months, failing which the amount would carry 6% annual interest from the date of filing the complaint until realization.

BELAGAVI CONSUMER COMMISSN ORDERS R-PLACE-MENT OF DEFE-CTIVE BUS OR REFUND OF PURCHASE PRICE

In the case titled as '**Mugundappa v. Arihant Motors Pvt. Ltd. & Anr.**' *[C.C. No. 378/2024]*, it was held by the District Consumer Disputes Redressal Commission, Belagavi, that Arihant Motors Pvt. Ltd. and Force Motors Pvt. Ltd. were liable for deficiency in service in relation to a vehicle suffering from an inherent manufacturing defect. The complainant's Force Motors Citiline STD Bus, purchased for ₹16 lakh, developed serious problems, including engine overheating, coolant leakage and engine seizure, within approximately two months of purchase and continued to experience issues despite repairs by the authorised service centre.

The Commission also held that the complainant qualified as a consumer under the Consumer Protection Act, 2019, since he personally operated the vehicle to earn his livelihood. Accordingly, the Commission directed both opposite parties, jointly and severally, to replace the vehicle with a new vehicle of the same brand or, alternatively, refund ₹15 lakh with 6% annual interest from the date of purchase. It further awarded ₹10,000 for mental agony and ₹5,000 towards litigation costs, payable within 45 days.

| Banking & Finance

KUPWARA CONSUMER COMMISSION DIRECTS COOPERATIVE BANK TO HONOUR OTS AND ISSUE NO-DUES CERTIFICATE

In the case titled as '**Shareefa Begum v. Manager, Baramulla Central Cooperative Bank, Kupwara**' *[Consumer Complaint No. CC 163/2025]*, it was held by the District Consumer Disputes Redressal Commission, Kupwara, Jammu and Kashmir, that a bank cannot arbitrarily withdraw an accepted One-Time Settlement (OTS) after receiving the agreed settlement amount and subsequently initiate recovery proceedings for an enhanced amount. The complainant had paid ₹50,000 under an OTS against her deceased husband's original loan of ₹2 lakh. Despite accepting the settlement, the bank issued fresh demand notices seeking recovery of ₹5 lakh.

The Commission held the bank's conduct arbitrary, unjust and legally unsustainable, amounting to deficiency in service. Accordingly, it directed the bank to honour the OTS, close the loan account subject to verification of payment, withdraw the fresh demand notices, discontinue recovery proceedings and issue a No-Dues Certificate. The bank was further directed to pay ₹20,000 as compensation and ₹10,000 towards litigation expenses within 30 days, failing which interest at 5% per annum would apply from October 15, 2026, until realisation.

PAYTM PAYMENTS BANK HELD LIABLE FOR FAILED INSURANCE PREMIUM TRANSACTION

In the case titled as '**Tarun Mangla v. Paytm Payments Bank Limited & Anr.**' *[Consumer Complaint No. DC/AB1/670/CC/238/2022]*, it was held by the District Consumer Disputes Redressal Commission, South-II, Delhi, that Paytm Payments Bank Limited was deficient in service for failing to transfer an insurance premium of ₹40,466 despite displaying the transaction as successful and debiting the amount from the complainant's wallet.

The Commission noted that ICICI General Insurance had not received the payment and that the complainant had to pay the same premium again through Razorpay on July 14, 2022, to obtain the insurance policy. Rejecting Paytm's defence, the Commission held it responsible for the failed transaction and its failure to refund the amount. Accordingly, Paytm was directed to refund ₹40,466 with 7% annual interest from July 6, 2022, until payment, along with ₹25,000 as compensation and ₹5,000 towards litigation expenses, within 60 days. On default, the awarded amount would carry 8% annual interest from September 18, 2026, until realization.

| CCPA

CCPA PENALISES FOODS MANUFACTURER FOR INR 1 LAKH TOWARDS MISLEADING '100% WHOLE WHEAT BREAD' CLAIM

In the case concerning **Sunrise Foods**, the Central Consumer Protection Authority (CCPA) *[CCPA-2/72/2026-CCPA [E-39921]]* imposed a penalty of ₹1 lakh on the company for misleading consumers through its product packaging claiming '100% Whole Wheat Bread', despite the product containing only 64% whole wheat. The CCPA observed that the claim could mislead an ordinary consumer regarding the actual composition of the product. It further noted that Regulation 2.6 of the Food Safety and Standards (Labelling and Display) Regulations, 2020, prescribes a minimum whole wheat content of 75% for bread to be labelled as 'Whole Wheat Bread'. The Authority held that the representation amounted to a misleading advertisement under Section 2(28) and an unfair trade practice under Section 2(47) of the Consumer Protection Act, 2019. It directed Sunrise Foods to immediately discontinue the misleading advertisement and submit a compliance report within 15 days, observing that subsequent corrective measures do not absolve a company of liability for earlier misleading representations.

CCPA IMPOSES ₹10 LAKH PENALTY ON E-COMMERCE PLATFORM FOR MISLEADING ADVERTISEMENT AND SALE OF UNREGISTERED HERBICIDE

In the matter titled "**In Re: Misleading Advertisement and Sale of 'Cyclosinone Herbicide' on Flipkart"** *[F. No. CCPA/2/2026-A (E-39132)]*, it was held by the Central Consumer Protection Authority (CCPA) that Flipkart was liable for misleading advertisement and unfair trade practice for listing, advertising and facilitating the sale of an unregistered agro-chemical product on its platform. The product was promoted as a "Farmer and Gardener Approved Weed Killer" and carried claims regarding safety, efficacy and long-lasting protection, despite not being included in the relevant Schedule under the Insecticides Act, 1968. Rejecting Flipkart's defence that it merely operated as an e-commerce marketplace intermediary, the CCPA held that its role attracted statutory due-diligence obligations under consumer protection and e-commerce laws. The

Authority directed Flipkart to immediately discontinue the misleading advertisements, conduct a self-audit to prevent listings of prohibited or hazardous products, pay a penalty of ₹10 lakh and submit a compliance report within 15 days of the order.

| E-Commerce

E-COMMERCE PLATFORM HELD LIABLE FOR DELIVERING LIFEBUOY SOAP INSTEAD OF REALME MOBILE PHONE

In the case titled as '**Mausam Meena v. Flipkart Internet Pvt. Ltd. & Ors.**' *[Consumer Complaint No. DC/AB1/670/CC/142/2022]*, it was held by the District Consumer Disputes Redressal Commission, South II, Delhi, that an e-commerce platform facilitating online transactions cannot evade its responsibility towards consumers by merely claiming to be an intermediary between buyers and sellers.

The Commission observed that the complainant had received bars of Lifebuoy soap instead of the Realme Narzo 50A smartphone ordered through Flipkart's platform for ₹10,574. Relying on the decision in Rediff.com India Limited v. Ms. Urmil Munjal, 2013 (3) CLT 79 (NC), the Commission held that e-commerce platforms providing transactional services must ensure appropriate customer support and grievance redressal. It rejected Flipkart's defence under Section 79 of the Information Technology Act, 2000, and held it guilty of deficiency in service and unfair trade practice. Accordingly, Flipkart was directed to refund ₹10,574 with 7% annual interest, pay ₹5,000 as compensation for mental harassment and ₹5,000 towards litigation expenses within 60 days, failing which interest at 8% per annum would apply.

E-COMMERCE PLATFORM HELD LIABLE FOR DELIVERY OF E-WASTE INSTEAD OF LAPTOP; BHOPAL CONSUMER COMMISSION ORDERS ₹1.29 LAKH REFUND

In the case titled as '**Rounak Burrows v. Amazon Seller Services Private Limited & Anr.**' *[Consumer Complaint No. CC/496/2023]*, it was held by the District Consumer Disputes Redressal Commission-I, Bhopal, that an e-commerce platform cannot escape liability merely by claiming to operate as an intermediary between buyers and sellers. The complaint concerned the delivery of electronic waste instead of a

Samsung Galaxy Book 2 Pro 360 laptop purchased for ₹1,29,990 through Amazon.

The Commission observed that OTP-based delivery verification, by itself, did not establish that the actual product had been delivered. It further noted that Amazon had failed to satisfactorily resolve the consumer's grievance or provide adequate information regarding the third-party seller. Accordingly, Amazon was held liable for deficiency in service and unfair trade practice, while the complaint against Samsung India Electronics Private Limited was dismissed. Amazon was directed to refund ₹1,29,990 with 9% annual interest from May 29, 2023, pay ₹25,000 as compensation and ₹5,000 towards litigation costs within 45 days.

| Food & Beverages

FOOD MANUFACTURER HELD LIABLE FOR UNDERWEIGHT LAY'S CHIPS PACKET; JAIPUR CONSUMER COMMISSION AWARDS COMPENSATION

In the case titled as '**Chandraman Jalan v. Metro Cash & Carry India Pvt. Ltd. & Anr.**' *[Consumer Complaint No. 160/2022]*, it was held by the District Consumer Disputes Redressal Commission-II, Jaipur, that PepsiCo India Holdings Pvt. Ltd. was liable in a consumer complaint concerning an alleged shortage in the declared quantity of a Lay's potato chips packet. The complainant alleged that a packet carrying a declared net weight of 15 grams contained only 4 grams of chips.

The Commission dismissed the complaint against Metro Cash & Carry India Pvt. Ltd., while allowing it against PepsiCo, which had failed to appear despite service of notice. Accordingly, PepsiCo was directed to refund ₹5, being the purchase price of the packet, with interest at 6% per annum from the date of filing of the complaint. It was further directed to pay ₹5,000 as compensation for mental harassment and ₹3,000 towards litigation costs within one month. In case of default, the latter amounts would attract interest at 6% per annum until payment.

SIKKIM STATE CONSUMER COMMISSION UPHOLDS LIABILITY FOR WHISKY BOTTLE CONTAINING FOREIGN PARTICLES

In the case titled as '**Pernod Ricard India Pvt. Ltd. & Anr. v. Bijay Rai'** *[First*

Appeal No. 03 of 2024], it was held by the Sikkim State Consumer Disputes Redressal Commission, Gangtok, that Pernod Ricard India Pvt. Ltd. was liable for deficiency in service concerning a Royal Stag whisky bottle containing foreign particles despite its cap and hologram being intact.

The Commission noted that laboratory examination by EFRAC, Kolkata, confirmed that the bottle had not been tampered with. It rejected the manufacturer's contention that the bottle was spurious or counterfeit, observing that no sufficient evidence had been produced to substantiate the allegation. The Commission further found that the District Commission had correctly concluded that the product was defective in quality and purity. Accordingly, it upheld the award directing the company to pay ₹226 towards the product cost, ₹35,000 as compensation for deficiency in service and harassment, and ₹20,000 towards litigation expenses. Finding the compensation reasonable, the State Commission dismissed the appeal without any order as to costs.

| Holiday & Leisure

DELHI CONSUMER COMMISSION DIRECTS HOLIDAY CLUB TO REFUND MEMBERSHIP FEE WITH INTEREST

In the case titled as '**Vijay Khatri v. Club Valero (Valero Corporation Pvt. Ltd.)**' *[Consumer Complaint No. DC/77/CC/254/2024]*, it was held by the District Consumer Disputes Redressal Commission-VIII (Central), Delhi, that Club Valero was deficient in service for failing to refund the complainant's membership fee despite acknowledging and processing his cancellation request. The complainant had paid ₹80,000 towards a 10-year membership but could not avail the requested vacation booking due to the unavailability of the destination.

The Commission clarified that non-availability of a particular destination would not, by itself, constitute deficiency in service; however, once the cancellation request was accepted, the company was bound by its contractual refund obligations. As Club Valero failed to establish that the admitted amount had been refunded within the stipulated period, the complaint was partly allowed. The Commission directed the company to refund ₹80,000 with 6% annual interest from July 25, 2023, along with ₹15,000 compensation and ₹10,000 litigation costs, within 45 days. On default,

the principal amount would carry 7.5% annual interest.

BENGALURU CONSUMER COMMISSION HOLDS PUB LIABLE FOR FORCING SERVICE CHARGE

In the case titled as '**Sri Rudresh R.S. v. M/s Sherlock's Pub Nagarabhavi by CVS LLP**' *[Consumer Complaint No. 144/2026 (CC/144/2026)]*, it was held by the Bangalore Urban II Additional District Consumer Disputes Redressal Commission that service charges imposed by hotels and restaurants must remain voluntary and cannot be made compulsory. The complainant had objected to a 7.5% service charge but was informed that it was mandatory and that dining services would not be provided without its payment. Despite being made aware of the CCPA guidelines, the pub insisted on collecting ₹128 as service charge, which was included in the final bill of ₹1,887.

The Commission observed that the pub's conduct reflected a management policy of imposing service charges irrespective of consumer consent and amounted to deficiency in service and unfair trade practice. Accordingly, it directed the pub to refund ₹128 with 8% annual interest from March 24, 2026, along with ₹2,000 as compensation and ₹1,000 towards litigation costs, within 45 days. On default, the refund amount would carry 10% annual interest.

HYDERABAD CONSUMER COMMISSION HOLDS ENTERTAINMENT FIRM LIABLE FOR 22-MINUTE MOVIE DELAY DUE TO EXCESSIVE ADVERTISEMENTS

In the case titled as '**Chanda Athish Kumar v. PVR Cinemas & Anr.**' *[Consumer Case No. 70/2025]*, it was held by the District Consumer Disputes Redressal Commission-II, Hyderabad, that screening commercial advertisements and movie trailers beyond the scheduled commencement time of a film amounted to deficiency in service and unfair trade practice. The complainant had purchased two tickets for the movie Kubera, scheduled to begin at 10:35 PM, but the film commenced only at 10:52 PM due to continued advertisements and trailers.

The Commission observed that the delay was undisputed and considered the Ministry of Information & Broadcasting's Office Memorandum dated November 30, 2023,

prescribing restrictions on the duration and timing of approved public service advertisements. Accordingly, PVR Cinemas and PVR Inox Ltd. were directed, jointly and severally, to pay ₹20,000 as compensation and ₹5,000 towards litigation costs. They were also directed to discontinue such unfair practices and deposit ₹50,000 as punitive damages with the District Consumer Welfare Fund. Compliance was directed within 45 days, failing which the compensation amount would attract 9% annual interest from the date of default.

| Hospital & Healthcare

NCDRC HOLDS HOSPITAL AND TREATING DOCTOR LIABLE FOR NEGLIGENT POST-OPERATIVE CARE; AWARDS ₹20 LAKH COMPENSATION

In the case titled as '**Smt. Parul v. Metro Heart Institute with Multi Speciality & Ors.**' *[Consumer Complaint No. NC/CC/285/2014]*, it was held by the National Consumer Disputes Redressal Commission (NCDRC) that failure to provide adequate post-operative monitoring, timely diagnostic investigations and appropriate specialist assistance may constitute medical negligence. The complaint concerned the death of a 39-year-old patient following laparoscopic hernia surgery, with pulmonary embolism identified as the cause of death.

The Commission distinguished the operating surgeon's conduct from the subsequent post-operative treatment and found no negligence in performing the surgery.

However, it held the hospital deficient in ensuring adequate specialist assistance and Dr. Bhanwar Lal Kamawat negligent for failing to conduct timely investigations to rule out pulmonary embolism despite the patient's deteriorating condition. Taking note of discrepancies in medical records and delays in investigations, the NCDRC awarded ₹20 lakh compensation, directing the hospital to pay ₹15 lakh and the treating doctor ₹5 lakh within three months. In case of default, interest at 6% per annum would be payable from the date of default until realisation.

| Insurance

NCDRC UPHOLDS INSURANCE CLAIM REPUDIATION BUT ORDERS INSURANCE COMPANY TO PAY ₹71

LAKH FOR FAILURE TO DISCLOSE PREMIUM DEADLINE

In the case titled as '**Neo Essel Dispoware Pvt. Ltd. v. Oriental Insurance Co. Ltd.**' *[Consumer Complaint No. 2463 of 2018]*, it was held by the National Consumer Disputes Redressal Commission (NCDRC), New Delhi, that an insurer cannot extend or waive the statutory premium payment deadline prescribed under Section 64VB of the Insurance Act, 1938, read with Rule 58 of the Insurance Rules, 1939.

The Commission observed that since the policy commenced in October 2016, the premium was required to be paid by November 30, 2016, whereas the complainant deposited it in January 2017. Accordingly, the repudiation of the ₹6.12 crore fire insurance claim was upheld.

However, the Commission also criticised the insurer for failing to adequately communicate the statutory deadline and consequences of delayed payment. It directed Oriental Insurance to refund the ₹28 lakh premium with 12% annual interest and pay ₹43 lakh as compensation, aggregating to approximately ₹71 lakh, within four weeks.

CONSUMER COMMISSION DISMISSES ₹5.67 CRORE INSURANCE CLAIM ARISING FROM KAMALA MILLS FIRE

In the case titled as '**M/s. Sigrid Ospitalita and Entertainment LLP v. Shriram General Insurance Company Limited & Anr.**' *[Consumer Complaint No. DC/AB1/482/CC/96/2021]*, it was held by the District Consumer Disputes Redressal Commission, South Mumbai, that an insurer was justified in repudiating an insurance claim where the insured failed to establish compliance with relevant policy conditions and warranties.

The complaint concerned a ₹5.67 crore claim arising from the December 29, 2017, Kamala Mills fire involving the restaurant and bar '1Above'. The Commission observed that although the fire initially originated at the adjoining Mojo's Bistro, the combustible bamboo and tarpaulin terrace covering at 1 Above facilitated its rapid spread, thereby increasing the fire risk. It further held that the complainant had failed to establish that the fire-protection system was operational or that the insurer had waived the relevant policy conditions. Accordingly, finding no deficiency in

service on the insurer's part, the Commission dismissed the complaint without costs.

DELHI CONSUMER COMMISSION DISMISSES WIDOW'S INSURANCE CLAIM; LOAN FORECLOSURE DOES NOT AUTOMATICALLY CONTINUE COVERAGE

In the case titled as '**Sangeeta Soni v. Bharti AXA Life Insurance Co. Ltd.**' *[Consumer Complaint No. DC/77/CC/259/2024]*, it was held by the District Consumer Disputes Redressal Commission-VIII (Central), Delhi, that insurance coverage linked to a loan does not automatically continue upon foreclosure of the underlying loan merely because the policy provides an option to retain the coverage.

The Commission observed that the policy specifically provided two alternatives upon foreclosure: refund of premium in accordance with the surrender-value formula or continuation of insurance cover upon the policyholder's election. However, the complainant failed to produce any documentary evidence establishing that her deceased husband had exercised the option to continue coverage before his death. The Commission further held that the widow's subsequent request to claim insurance benefits could not retrospectively establish such an election. It also rejected the accidental death rider claim in the absence of evidence establishing accidental death. Accordingly, finding no deficiency in service on the insurer's part, the Commission dismissed the complaint without costs.

NCDRC REJECTS BURGLARY INSURANCE CLAIM DUE TO INADEQUATE FACTORY SECURITY

In the case titled as **'M/s. Cemcon Track Industries v. M/s. Bajaj Allianz General Insurance Co. Ltd. & Anr.**' *[NC/CC/284/2014]*, it was held by the National Consumer Disputes Redressal Commission (NCDRC), that the complainant was not entitled to insurance compensation for the alleged theft of goods from its factory premises due to inadequate security arrangements. The factory had remained closed since December 23, 2012, and the surveyor found that the alleged theft had continued for approximately two to three months. The Commission observed that four holes in the factory's boundary walls could not reasonably have remained

unnoticed for three to four months despite the deployment of security guards. It further noted that the complainant had failed to satisfactorily explain the prolonged theft or rebut the surveyor's findings regarding inadequate security. The Commission also clarified that the non-availability of the original insurance proposal form did not excuse the complainant's failure to maintain reasonable security. Finding no deficiency in service or unfair trade practice by the insurer, the NCDRC dismissed the consumer complaint.

DELHI CONSUMER COMMISSION HOLDS INSURANCE COMPANY LIABLE FOR UNJUSTIFIED REJECTION OF HEALTH INSURANCE CLAIM

In the case titled as '**Madhu Sawhney v. Niva Bupa Health Insurance Co. Ltd. & Anr.**' *[DC/77/CC/429/2024]*, it was held by the District Consumer Disputes Redressal Commission-VIII (Central), Delhi, that an insurer cannot repeatedly demand documents already furnished or documents that are not reasonably obtainable and subsequently reject a health insurance claim on that ground. The Commission noted that the erroneous entry regarding chronic kidney disease (CKD) in the complainant's hospital records had been corrected during her hospitalisation, and the treating doctor had clarified that she had no history of renal dysfunction. Despite receiving these clarifications, Niva Bupa continued to seek further documentation without establishing what essential information remained unavailable. Relying on Manmohan Nanda v. United India Assurance Co. Ltd., the Commission found deficiency in service and directed the insurer to reimburse ₹3,87,391 with 6% annual interest from April 25, 2024, along with ₹50,000 compensation and ₹35,000 litigation expenses, within 45 days. On default, the reimbursement amount would carry 9% annual interest.

KUPWARA CONSUMER COMMISSION HOLDS INSURANCE COMPANY LIABLE FOR UNJUSTIFIED INSURANCE CLAIM REPUDIATION

In the case titled as '**Abdul Gani Pir & Anr. v. Bajaj Allianz General Insurance Company Ltd. & Anr.**' *[Consumer Complaint No. 65/2024]*, it was held by the District Consumer Disputes Redressal

Commission, Kupwara, that an insurer cannot repudiate an insurance claim solely on the basis of a surveyor's report without independent evidence supporting such repudiation. The complainants' insured residential property and Hollow Bricks manufacturing unit were damaged in a fire on March 20, 2022. Although the occurrence of the fire and the insurance coverage were undisputed, Bajaj Allianz repudiated the claim on the ground that the surveyor had not found any stock at the premises during inspection.

The Commission observed that a surveyor's report is an important piece of evidence but is not conclusive or the last word in determining an insurance claim. Finding the insurer's justification insufficient, the Commission partly allowed the complaint and directed Bajaj Allianz to pay ₹4 lakh towards damage to the residential house with 6% interest, along with ₹1 lakh as compensation for wrongful repudiation, harassment and inconvenience.

| Interior & Architecture

INTERIOR COMPANY HELD LIABLE FOR MISMATCH BETWEEN APPROVED 3D DESIGNS AND EXECUTED WORK

In the case titled as '**Manaswini Gorthi v. Interior Company by Square Yards & Ors.**' *[Consumer Complaint No. 106/2025]*, it was held by the District Consumer Disputes Redressal Commission-I, Hyderabad, that failure to execute interior work in accordance with approved 3D designs, without adequately informing the consumer about deviations based on production drawings, amounts to deficiency in service and unfair trade practice.

The Commission observed that the company had failed to establish that the consumer was informed, before making payments, that the approved 3D renders were merely illustrative. Considering the documentary and photographic evidence demonstrating discrepancies and incomplete work, the Commission held Opposite Parties Nos. 1, 2 and 3 jointly and severally liable. Accordingly, the complaint was partly allowed, directing the opposite parties to pay ₹3,50,000 towards rectification and finishing work, ₹50,000 as compensation and ₹25,000 towards litigation costs within 45 days. In case of default, the rectification amount would carry interest at 9% per annum from

the date of filing the complaint until payment.

| Real Estate & Construction

NCDRC DIRECTS GMADA TO REASSESS COMPLETION CERTIFICATES FOR PURAB PREMIUM APARTMENTS

In the case titled as '**Purab Premium Apartment Allottees Association v. Greater Mohali Area Development Authority & Anr.**' *[EA/124/2024 in CC/1278/2016; EA/140/2024 in CC/1634/2018; MA Nos. 512/2025 and 514/2025]*, it was held by the National Consumer Disputes Redressal Commission (NCDRC), New Delhi, that GMADA's Completion Certificates for Purab Premium Apartments required reconsideration as they did not adequately establish the completion of all promised works or specify the actual completion dates.

The Commission directed the Chief Administrator, GMADA, to critically examine the technical reports, verify the status of individual units and common facilities, consider statutory clearances and record the date on which the last work was completed. Fresh certificates must be issued within 30 days of receiving the certified copy of the order and published on GMADA's website.

The Commission also clarified the respective maintenance liabilities of GMADA and the Residents Welfare Association (RWA), holding that maintenance responsibility generally shifts to the RWA upon its undertaking maintenance, subject to the specified conditions concerning possession and certified completion. Delay compensation remains payable until the completion date recorded in the fresh certificates.

KEY CONNECT



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