

Agreement contained one-sided clauses, which were not final and binding on the apartment buyers, and would constitute an unfair trade practice.

Consumer Protection Act, 1986 Section 2 (r) - 'Unfair trade practice' - Agreement - A term of a [contract](#) will not be final and binding if it is shown that the flat purchasers had no option but to sign on the dotted line, on a contract framed by the builder.

6.3 The National Commission in the impugned order dated 23-10-2018 [Geetu Gidwani Verma v. Pioneer Urban Land and Infrastructure Ltd., 2018 SCC OnLine NCDRC 1164] held that the clauses relied upon by the builder were wholly one-sided, unfair and unreasonable, and could not be relied upon.

....

6.8. A term of a contract will not be final and binding if it is shown that the flat purchasers had no option but to sign on the dotted line, on a contract framed by the builder. The contractual terms of the agreement dated 8-5-2012 are ex facie one-sided, unfair and unreasonable. The incorporation of such one-sided clauses in an agreement constitutes an unfair trade practice as per Section 2(1)(r) of the Consumer Protection Act, 1986 since it adopts unfair methods or practices for the purpose of selling the flats by the builder."

[2020 Scej 528](#)