

Consumer Protection Act, 1986 - CPA S. 2(1)(g), CPA S. 2(1)(o), CPA S. 2(1)(r)

Builder - Allotment of flat - *Force majeure* - Contention of the Opposite Party is that the project was delayed due to global recession in the real estate sector and many Allottees defaulted in making payments and cancelled their bookings - In our view, it is not a "*Force Majeure Event*" - The Opposite Party failed to place any material on record to prove that the reasons were beyond their control - Ground taken up by the Builder Co. is totally untenable.

[2021 SCeJ 1087 \(NCDRC\)](#)