

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

**Builder - Allotment of flat - Complainants cannot be made to wait indefinitely for the delivery of possession and the act of the Opposite Party in relying on *Force Majeure* clause while retaining the amounts deposited by the Complainants, is not only an act of Deficiency of Service but also of Unfair Trade Practice - Direct the Builder Co. to refund the entire principal amount received along with compensation in the form of simple interest @ 9% p.a. from the date of deposit till the actual date of payment together with costs of Rs.50,000/- within a period of four weeks from today, failing which the amount shall carry interest @ 12% p.a. till its realization.**

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