

Consumer Protection Act, 1986 – Subsequent purchaser – Builder – Non delivery of flat – The nature and extent of relief, to which a subsequent purchaser can be entitled to, would be fact dependent – However, it cannot be said that a subsequent purchaser who steps into the shoes of an original allottee of a housing project in which the builder has not honoured its commitment to deliver the flat within a stipulated time, cannot expect any – even reasonable time, for the performance of the builder’s obligation – Such a conclusion would be arbitrary, given that there may be a large number- possibly thousands of flat buyers, waiting for their promised flats or residences; they surely would be entitled to all reliefs under the Act – In such case, a purchaser who no doubt enters the picture later surely belongs to the same class – Further, the purchaser agrees to buy the flat with a reasonable expectation that delivery of possession would be in accordance within the bounds of the delayed timeline that he has knowledge of, at the time of purchase of the flat – Therefore, in the event the purchaser claims refund, on an assessment that he too can (like the original allottee) no longer wait, and face intolerable burdens, the equities would have to be moulded – It would no doubt be fair to assume that the purchaser had knowledge of the delay – However, to attribute knowledge that such delay would continue indefinitely, based on an *a priori* assumption, would not be justified – The equities, in the opinion of this court, can properly be moulded by directing refund of the principal amounts, with interest @ 9% per annum from the date the builder acquired knowledge of the transfer, or acknowledged it – Even as on the date of presentation of the present appeal, the occupancy certificate was not forthcoming – In these circumstances, given that the purchaser/respondent had stepped into the shoes of the original allottee, and intimated the builder about this fact in April 2016, the interests of justice demand that interest at least from that date should be granted, in favour of the respondent.

*HUDA v. Raje Ram*, 2008 (17) SCC 407, which was applied in ***Wing Commander Arifur Rahman Khan and Anr. v. DLF Southern Homes Pvt. Ltd.***, 202 Scej 1412, cannot be considered good law.

**(2021-3) Punjab Law Reporter 335 (SC) (SN)**