

Dear Sir/Madam

We thank you for your faith reposed in the **CONSUMER GRIEVANCE REDRESSAL FORUM (CGRF)** of CREDAI – Coimbatore and assure you of our best efforts towards an early resolution of your grievance.

It would be very much necessary for you as an aggrieved consumer, to know in detail about how the CGRF will function in the process of resolution of your grievance. It is also necessary for you to understand your obligations under this process, as co-operation from both parties is necessary for a proper resolution of the grievance.

You are hence requested to study the attached document in detail, know your rights and obligations and ensure compliance on your part. Kindly provide the following:

1. FORM OF DECLARATION AND UNDERTAKING duly filled and signed along with your written grievance.
2. Bank draft or a cheque payable at par on local clearance at Coimbatore favouring “CREDAI, Coimbatore” for a sum of Rs. 2000/-.
3. Photocopy of any identification document of yours bearing your photo.
4. Copies of all documents, which can support your statements of fact made in your grievance in writing. This can minimize the time taken for resolution, as otherwise **CGRF** may have to call for relevant documents on scrutiny.

INFORMATION TO CONSUMER

On

CONSUMER GRIEVANCE REDRESSAL FORUM (CGRF)

CREDAI – Coimbatore

AMBIT AND STYLE OF WORKING OF CGRF:

- 1) It is to be noted that the CONSUMER GRIEVANCE REDRESSAL FORUM, (hereinafter referred to as **CGRF**), constituted by CREDAI, Coimbatore (hereinafter referred to as **CREDAI**), shall function neither as quasi-judicial nor as an arbitrator but only as a mediator.

- 2) The **CGRF** shall focus primarily on resolution of the grievance (hereinafter also referred to as **Complaint**) and shall try to arrive at a solution/settlement acceptable to the consumer who lodges the complaint (hereinafter referred to as **Complainant**) and the member of CREDAI against whom the complaint is leveled (hereinafter referred to as **Member developer**).
- 3) Only on non-cooperation from either or both parties shall the **CGRF** pronounce a decision consisting of directions to either or both parties as the case may be.
- 4) In case a matter is *sub judice*, only if both parties agree to settle it through the mechanism of **CGRF**, the complaint may be entertained by **CGRF**.
- 5) The **CGRF**'s mediatory role is only to facilitate a settlement and **any decision taken or direction given to either party by the CGRF in respect of the Complaint shall have no legal enforceability. CGRF shall never be responsible for the enforcement of its decisions.**
- 6) Because of the nature of the role of the **CGRF**, as explained above, **the parties to the dispute or anyone else claiming for them shall have no *locus standi* to proceed legally against CREDAI, the CGRF or its sitting constituents or seek them to become part of any legal proceedings as a party, witness or otherwise, in respect of the dispute under consideration.**

WORKING PROCEDURE :

- 1) The Secretariat of **CREDAI** shall admit any grievance in writing from a **Complainant** (herein referred to as **Complainant**) against any member of the association (herein referred to as **Member developer**) only, along with a processing fee of Rs. 2000/-. The Secretariat shall explain the procedure of functioning of the **CGRF** to the **Complainant** at the time of admitting the grievance.
- 2) The **Complainant** shall be required to submit a duly signed form of declaration and undertaking along with the **Complaint**.
- 3) The **CGRF** may direct the **Member developer** to reimburse the fee to the **Complainant**, in case the grievance is found to be genuine by **CGRF**.
- 4) The **CGRF** shall have the right to reject a **Complaint**, if the complaint is *prima facie* found illegal, unreasonable, frivolous or trivial.

- 5) After studying the **Complaint**, the **CGRF** may, if deemed necessary, call for copies of documents from the **Complainant** in support of the complaint.
- 6) On accepting the **Complaint**, the **CGRF** shall provide copies of the **Complaint** and the supporting documents to the **Member developer**, against whom the grievance has been admitted and seek detailed comments/response.
- 7) The **Member developer** shall be required to respond to **CGRF** in respect of the **Complaint** within seven bank working days.
- 8) Extension of seven further bank working days may be granted by **CGRF** on a plea from the **Member developer**. The **CGRF** may use its discretion to give more time for response to the **Member developer** in deserving cases depending on circumstances of the **Complaint**.
- 9) However, *if no response to the **Complaint** is received from the **Member developer** within the period of the original time limit and extension, the **CGRF** shall pass an *ex parte* decision in the matter.*
- 10) On receipt of the comments/response from **Member developer**, **CGRF** shall send the same to the **Complainant**.
- 11) If the **Complainant** is not satisfied with the reply of the member, the **CGRF** shall hear both sides initially separately and independent of the other and try to resolve the issues in the **Complaint** as much as possible.
- 12) If all or any of the issues could not be resolved, the **CGRF** shall list the unresolved points of contention and, if necessary, hold a joint meeting of both parties for further resolution.
- 13) If deemed necessary, the **CGRF** shall carry out inspection at site.
- 14) **CGRF** shall make its oral observations and shall try to get them accepted by both parties. In case of a settlement, the same shall be recorded as minutes of settlement duly signed in acceptance by both parties. In the absence of a settlement, **CGRF** shall issue observations and/or decisions in respect of the **Complaint** and also communicate the same to both parties for respective compliance allowing a minimum time of at least 30 days for such compliance.
- 15) The **Complaint** shall be considered closed either on settlement or on communication by **CGRF** of its decision/s to both parties as said above in clause 14. The grievance once rejected or closed, shall not be entertained as a complaint from same parties again.

- 16) The complaint shall be treated as closed with an intimation to both parties;
 - a. In the absence of any response or compliance from the **Complainant** in respect of any call for hearing or for any clarification/documents by the **CGRF** for a period of 30 days,
 - b. If both parties convey their decision to close the **Complaint** due to mutual settlement between them by any means or for any other reason at any stage of the proceedings of the **CGRF** in respect of the **Complaint** and
 - c. If there is no response from both parties regarding acceptance /rejection of the decision conveyed by the **CGRF**, for a period of 30 days from the date of such conveyance.
- 17) If the **Member developer** desires to go in appeal against the **CGRF**'s decision, the appeal must be made to the State CREDAI within 30 days following the **CGRF** decision.
- 18) In case the decision of **CGRF** goes against the **Member developer** in respect of any or all issues in the **Complaint**, it will be obligatory on the **Member developer** to comply with the relevant directives of the **CGRF**.
- 19) In case of non-compliance of the **Member developer** with the requirements of the agreed settlement or any of the directives by the **CGRF** as set out in clause 13 above, within the time frame stipulated by the **CGRF** for compliance or within such extended period of time for compliance if granted by the **CGRF**, the **CGRF** will have no means to enforce the decision on the **Member developer** except for proceeding against the **Member developer** under the byelaws of CREDAI, which can result in expulsion of the **Member developer**.
- 20) If a **Complaint** happens to be against a sitting member of the **CGRF**, the Managing Committee shall nominate a replacement for such member in the **CGRF** who will officiate as such replacement until such **Complaint** is resolved/closed.
- 21) While every effort will be made for speedy resolution of grievances, the process of resolution of grievance may get delayed for reasons beyond the control of the **CGRF** or **CREDAI**. The members of **CGRF** do their job on honorary basis in the interest of safeguarding the interests of consumers and the **Complainant** is expected to co-operate with the **CGRF** in all possible manners and bear with unavoidable delays.