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Consumer Protection in the Housing Sector: Addressing Real Estate Fraud and Unfair Contractual Practices in India

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For most Indian families, buying a home is the single largest financial decision they will ever take, and it is usually paid for over decades of borrowed money. As the residential market has expanded, so has the catalogue of things that go wrong: possession that never arrives, brochures that promise what is never built, project money that quietly disappears, the same flat sold twice, and agreements drafted so heavily in the builder's favour that the buyer has signed away most of his protection before he realises it. This article asks a simple question with an uncomfortable answer. Does the law India now have chiefly the Real Estate (Regulation and Development) Act 2016 and the Consumer Protection Act 2019, backed by the Indian Contract Act 1872 and the criminal law actually protect the buyer against a developer who holds all the cards? Working through the statutes and the leading decisions of the Supreme Court, the National Consumer Disputes Redressal Commission, and the State regulators, and setting the Indian position beside the regimes of the United Kingdom, the United States, Singapore, and Australia, the article makes a single argument. RERA and the consumer law have rewritten the rules on paper and given the buyer real rights for the first time, yet fraud persists, and orders go unenforced, so the rights a buyer holds in law are not the protection he receives in practice. Closing that gap calls for harder penalties against dishonest promoters, fairness standards built into the contract itself, faster and consolidated dispute resolution, and orders that are actually enforced, including, this article suggests, through a single housing dispute tribunal.

Keywords: *consumer protection, housing sector, real estate fraud, unfair contracts, homebuyers.*

INTRODUCTION

The Indian real estate sector has, over the last twenty years, become one of the economy's heaviest lifters. It feeds construction, banking, cement, steel and a vast informal workforce, and it ranks just behind agriculture in the number of people it employs.[1] The rise in incomes, the pull of the cities, and cheap home finance have lured millions of middle-class buyers into the apartment market. For many of the buyers, the purchase is a once-in-a-lifetime affair, financed by a housing loan whose monthly instalments start long before any key is handed over. But that growth has come with a steady increase in complaints. Projects sold on confident brochures stay unbuilt for years. Sanctioned plans are changed without notice. Promised amenities never appear. Money collected for one tower finds its way into another, or into the promoters' own pockets. When a large builder collapses, as the Amrapali and Jaypee groups did, tens of thousands of families are left holding neither their homes nor their savings.[2]

What makes this worse than an ordinary commercial misfortune is the nature of the thing being bought. A house is not a consumer durable. When the developer defaults, the buyer keeps paying rent and loan instalments at the same time, often for years, while the flat he was promised remains a pit in the ground. Set an individual purchaser against an organised developer and the gap in information, money and drafting power is enormous. And that gap is what consumer protection law exists to narrow.

RESEARCH PROBLEM

The question this article grapples with is why buyers stay so exposed even though remedies are, on paper, everywhere. An aggrieved purchaser today can go to a consumer commission, a Real Estate Regulatory Authority, a civil court, the National Company Law Tribunal in insolvency and the police. Two questions come from that abundance. Why does the buyer remain vulnerable in the face of so many doors open to him? And are the current laws, once enforcement is taken into account, powerful enough to deter fraud, or do they simply provide remedies that are slow, scattered and often never implemented?

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[1] *Indian Real Estate: A Decade of Growth and the Road Ahead* (CII Report, 2023)
[2] *Bikram Chatterji & Ors v Union of India & Ors* AIRONLINE 2019 SC 2195

RESEARCH QUESTIONS

1. What are the forms of real estate fraud that take place in India?
2. How do unjust terms of builder-buyer agreements actually hurt the buyer?
3. What remedies does the law provide in the consumer, regulatory, contractual and criminal regimes?
4. Has RERA truly improved homebuyer protection, or merely shifted the problem elsewhere?

OBJECTIVES

The article maps the kinds of fraud the sector throws up, examines the unfair contractual practices that run through builder-buyer agreements, studies the protections the statutes and courts already provide, and proposes reforms aimed squarely at the distance between a right on paper and protection in fact.

RESEARCH METHODOLOGY

The study takes a close look at key laws that impact consumers, focusing on important statutes like the Consumer Protection Act 2019, the Real Estate (Regulation and Development) Act 2016, the Indian Contract Act 1872, and the criminal provisions of the Bharatiya Nyaya Sanhita from 2023. It also examines significant rulings from the Supreme Court, the National Consumer Disputes Redressal Commission, and various state regulators.

Moreover, the study compares how countries like the UK, US, Singapore, and Australia tackle similar issues, providing valuable insights for India. A central theme emerges: while the Real Estate Regulatory Authority (RERA) and the Consumer Protection Act have transformed the legal landscape for homebuyers, persistent fraud and unfair agreements show that having rights on paper doesn't always mean they can be effectively enforced. What's truly lacking is robust enforcement and standards of fairness that should ideally be in place long before a dispute arises.

CONSUMER PROTECTION AND HOUSING RIGHTS

The Concept of Consumer Protection: Consumer protection law starts from a confession: the classical picture of two equal parties bargaining freely is a fiction in mass markets. The seller knows more, has more, and writes the contract. The buyer takes it. India's consumer movement, which produced the Consumer Protection Act of 1986 and then its 2019 successor, was an attempt to answer that imbalance with remedies an ordinary person could actually reach, through tribunals built for the purpose.[3]

The rights that consumers often take for granted, like the right to information, to be heard, to seek solutions, and to be protected from unfair practices, take on a deeper significance in the housing context. They translate to knowing whether a housing project has been approved and is on track, having access to remedies if things go wrong, and having the ability to reject terms that were never truly discussed.

Housing as a Consumer Service: Indian courts settled the threshold question early. Selling housing is a service, and a buyer who pays for it is a consumer. In Lucknow Development Authority v M K Gupta, the Supreme Court held that a development authority that builds and sells houses renders a service to its allottees, and that an unjustified delay is a deficiency in that service which the consumer fora can address.[4] The Court described the legislation as a milestone in social and economic law, meant to shield the citizen from exploitation, and it made clear that a public body answers for its conduct just as a private builder does.

That position is now beyond argument. A buyer who pays for a flat is a consumer, the developer renders a service, and failure to deliver on time is a deficiency. The Court returned to the theme in Wing Commander Arifur Rahman Khan v DLF Southern Homes, holding that long delay in handing over possession is a deficiency, and that one-sided clauses in the agreement cannot be used to deny the buyer fair compensation for it.[5]

Housing as a Human Right: Housing is more than a market good, and the Constitution treats it that way. The Supreme Court has read the right to shelter into the right to life under Article 21 on more than one occasion. In Chameli Singh v State of Uttar Pradesh, it held that shelter is a fundamental right, and that it means not bare survival but a reasonable home in which a person can live and grow.[6] Earlier still, Olga Tellis v Bombay Municipal Corporation tied

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[3] Consumer Protection Act 2019
[4] *Lucknow Development Authority v M K Gupta* (1994) 1 SCC 243
[5] *Wg Cdr Arifur Rahman Khan and Aleya Sultana & Ors v DLF Southern Homes Pvt Ltd* (2020) 16 SCC 512
[6] *Chameli Singh & Ors Etc v State of UP & Anr* AIR 1996 SC 1051; *M/S Shantistar Builders v Narayan Khimalal Totame & Ors* (1990) 1 SCC 520

shelter to livelihood and dignity, recognising that to take away a person's home may be to take away the means of life itself.[7]

Article 14 also supports this idea. When a contractual arrangement unfairly favours one group over another, it goes against the constitutional expectation of fairness that the Court has upheld in both State and quasi-State dealings. The Directive Principles, particularly Articles 38 and 39, emphasise the State's responsibility to promote economic justice and ensure that the community's resources are used for the common good. Together, these points highlight that regulating the housing market is more than just overseeing commercial transactions; it’s about protecting interests that are vital to the Constitution. This gives the courts a solid reason to interpret consumer and real estate laws in a way that favours buyers.

REAL ESTATE FRAUD IN INDIA

The Meaning of Real Estate Fraud: Real estate fraud doesn’t have a specific legal definition, but it's a term we use to describe any dishonest or misleading behaviour in the real estate world. This can happen when a developer or intermediary takes money under false pretences or doesn’t deliver on what they promised. The same conduct will often wear several legal coats at once. It may be misrepresentation or fraud under the Contract Act, an unfair trade practice under consumer law, a breach of RERA's disclosure duties, and a crime such as cheating, all at the same time.[8]

Common Forms of Fraud: Delayed Possession: One of the biggest frustrations we hear about is delayed possession. Buyers often find themselves waiting far longer than expected to take ownership of their flats. What was promised to be ready in three or four years can end up taking five, seven, or even ten years longer, if it gets completed at all. While not every delay is a result of dishonest practices, when developers continue to collect payments despite knowing that the project won’t be finished on time, it raises serious concerns about their intentions. In such cases, the courts have recognised that prolonged delays can be considered unfair, giving buyers the right to seek a refund with interest or compensation.

Misleading Advertisements: Many buyers are disheartened to discover that the luxurious amenities like clubhouses, swimming pools, and beautifully landscaped gardens shown in

[7] *Olga Tellis & Ors v Bombay Municipal Corporation & Ors Etc* (1985) 3 SCC 545
[8] Real Estate (Regulation and Development) Act 2016

brochures are often far from reality. Claims about approvals, the actual size of the flats, or the condition of the land title can frequently be misleading. This is exactly why RERA (Real Estate Regulatory Authority) established strict advertising and disclosure rules—to protect buyers from such misinformation.

Double Sales: In some unfortunate cases, the same unit is sold to multiple buyers, leaving them in a race to claim their rights while the developer disappears with their money. This practice is both a civil offence and a form of cheating that can leave buyers in a tough spot.

Fake or Missing Approvals: Projects that are launched without the necessary plans or clearances put buyers at risk of potential demolition, jeopardising everything they've invested. To combat this, RERA requires developers to register their projects, making it illegal to launch unapproved developments in the first place.

Diversion of funds: The most damaging abuse is the diversion of money raised for one project into another, or into the promoters' hands. Amrapali laid bare diversion on a staggering scale. The Supreme Court ordered forensic audits, cancelled the developer's registration, and handed completion to a state agency.[9] RERA's escrow rule, discussed below, is aimed straight at this practice.

Hidden charges: When buyers take possession of a property, they often discover unexpected charges that weren't mentioned before—like fees for prime locations, increases in costs, or club memberships. These extras can significantly raise the final price, making it much higher than what was initially advertised. Keeping this information hidden until the last minute is not only unfair, but it also goes against the obligation to provide complete transparency.

UNFAIR CONTRACTS IN HOUSING TRANSACTIONS

The Nature of Builder-Buyer Agreements: The builder-buyer agreement is the standard-form contract in its purest form. The developer's lawyers draft it. The buyer is handed it on a take-it-or-leave-it basis, usually after he has already paid a sizeable booking amount, and there is no real room to negotiate a word of it. Emotionally invested, financially committed and often without a lawyer of his own, the buyer signs a thick document whose terms tilt

[9] *Bikram Chatterji v Union of India* (2019) 19 SCC 161

firmly against him. That inequality of bargaining power is the structural fact that makes these agreements such fertile ground for unfairness.[10]

Unfair Contract Terms: One-sided penalty clauses: Most agreements charge the buyer heavy interest, often eighteen per cent or more, on a late payment, while compensating him for the developer's own delay at a token rate per square foot, if at all. The Supreme Court aimed exactly this asymmetry in Pioneer Urban Land and Infrastructure Ltd v Govindan Raghavan, holding that a contract letting the developer recover eighteen per cent on the buyer's delay but paying the buyer a fraction of that for its own delay was so one-sided as to be an unfair trade practice, and that the buyer was not bound by it.[11]

Arbitrary Extension Clauses: Many agreements let the developer push back the possession date almost without limit, or postpone the buyer's right to walk away until long after the promised date has passed. In Ireo Grace Realtech Pvt Ltd v Abhishek Khanna, a three-judge Bench held that clauses delaying the buyer's right to terminate and capping delay compensation at a token sum were oppressive and one-sided, and that a developer cannot force buyers to be bound by them.[12]

Unilateral Changes: Some contracts give developers the freedom to change important aspects of the property, like its layout, specifications, common areas, or even the overall size. This means that the buyer could end up losing what they initially agreed upon. Many people now view such powers as unfair and possibly unenforceable.

Excessive Cancellation Charges: When a buyer defaults on a contract, losing their entire deposit or an unfairly large portion of the purchase price can feel more like a punishment than a fair consequence. Courts often evaluate these charges to ensure they are reasonable, in line with sections 73 and 74 of the Contract Act.

Restricting the Buyer's Remedies: Some agreements try to confine the buyer to arbitration, to oust the consumer fora, or to bar particular heads of compensation. The Court has held

[10] *Central Inland Water Transport Corporation Ltd & Anr Etc v Brojo Nath Ganguly & Anr* (1986) 3 SCC 156
[11] *Pioneer Urban Land and Infrastructure Ltd v Govindan Raghavan* (2019) 5 SCC 725
[12] *Ireo Grace Realtech Pvt Ltd v Abhishek Khanna & Ors* (2021) 3 SCC 241

that an arbitration clause cannot displace the statutory consumer remedy, which sits alongside other laws rather than in place of them.[13]

The Doctrine of Unconscionable Contracts: The doctrine of unconscionability supplies the legal key to all of this. In Central Inland Water Transport Corporation v Brojo Nath Ganguly, the Court held that where bargaining power is grossly unequal, a term that is unconscionable, unfair or unreasonable can be struck down as opposed to public policy under section 23 of the Contract Act, unless it is shown to have been genuinely negotiated.[14] Applied to housing, that gives a court a principled reason to refuse a clause no party of equal standing would ever have accepted. The 2019 Act has since put this judicial instinct into statutory words, letting the consumer commissions declare a term 'unfair' and therefore void.

THE LEGAL FRAMEWORK FOR CONSUMER PROTECTION

The Consumer Protection Act, 2019: The 2019 Act modernised the older regime in several ways that matter to the homebuyer. It widened the definition of consumer to cover online purchases, listed the consumer's rights in fuller terms, and, most importantly here, gave statutory shape to the 'unfair contract' — a contract that significantly alters a consumer's rights through devices such as excessive security deposits, disproportionate penalties, unilateral termination or one-sided shifting of obligations.[15] The State and National Commissions can now declare such terms null and void.

The three levels of consumer protection - District, State, and National Commissions are still in place, but with updated financial limits. There's also a new Central Consumer Protection Authority that focuses specifically on addressing misleading advertisements. For consumers, the forums are appealing because they are cost-effective, informal, and provide additional remedies without taking away any other legal options.

The Real Estate (Regulation and Development) Act 2016: RERA is a foundation of our protective framework. It was established to facilitate transparency and accountability in an industry that has long been shrouded in mystery. RERA, to this end, provides a Regulatory

[13] *M/S Emaar MGF Land Ltd v Aftab Singh* (2019) 12 SCC 751
[14] *Central Inland Water Transport Corporation Ltd & Anr Etc v Brojo Nath Ganguly & Anr* (1986) 3 SCC 156; *Lloyds Bank Ltd v Bundy* [1975] QB 326
[15] Consumer Protection Act 2019

Authority in every State and Union Territory for developers to conform to a comprehensive code of conduct.

Registration: A promoter cannot advertise, market or sell a unit in a project of the prescribed size until the project is registered with the Authority, with the sanctioned plans, the layout, the completion schedule and the land title all disclosed.[16]

Disclosure: The promoter has to upload and keep current, detailed information about the project on the Authority's website, including the state of approvals and the progress of construction, so that a buyer can check the claims for himself.

The Escrow Account: Seventy per cent of what is collected from allottees must sit in a separate account, to be spent only on the construction and land cost of that project. This single rule goes to the root of the diversion that destroyed projects like Amrapali.

Compensation: If the promoter cannot hand over possession by the agreed date, the allottee may choose: withdraw and take a refund with interest, or stay in and draw interest for every month of delay until possession. In M/s Newtech Promoters and Developers Pvt Ltd v State of Uttar Pradesh, the Court held that this right of refund is unconditional and absolute, that RERA reaches ongoing projects, and that the regulator itself can order refund and interest.[17]

Duties and Rights: The Act sets out the promoter's duties from adhering to sanctioned plans to solving structural problems and includes the allottee's matching rights to information, documents and timely possession. Breaches carry monetary penalties, and persistent default can see imprisonment.

The Indian Contract Act 1872: In the midst of these extraordinary statutes, the ordinary law of contract still works. A buyer drawn in by a false statement of fact can ignore the agreement for misrepresentation under section 18 and for fraud under section 17 where the seller made the statement knowingly or recklessly. Coercion under section 15 and undue influence under section 16 can defeat consent where the developer trades on a dominant position. Sections 73 and 74 maintain penalty and forfeiture provisions to be reasonable compensation for actual

[16] Real Estate (Regulation and Development) Act 2016
[17] *M/s Newtech Promoters and Developers Pvt Ltd v State of UP & Ors Etc* (2018) 18 SCC 1; *M/S Imperia Structures Ltd v Anil Patni & Anr Etc* (2020) 10 SCC 783

loss. These provisions are still available to be used in places where the facts are outside RERA's dates or project-size limits.

Criminal Remedies: When the conduct is dishonest, the criminal law comes into play. The offences once housed in the Indian Penal Code now sit, in substance, in the Bharatiya Nyaya Sanhita, 2023. Cheating dishonestly inducing someone to part with property fits most naturally where a developer takes money for a flat he never means to deliver.[18] Criminal breach of trust covers dishonest misappropriation of funds entrusted for a project, and forgery covers faked approvals or title documents. The trouble is that the criminal route is slow and mostly punitive. It rarely returns the buyer's money, which is why the civil, consumer and regulatory remedies stay the practical mainstay.

THE JUDICIAL APPROACH

Supreme Court Decisions: Over the last decade, the Supreme Court has come down firmly on the buyer's side, and its decisions run along three lines. It has refused to let developers hide behind force majeure and extension clauses, holding that long delay is a deficiency entitling the buyer to a refund or compensation; Wing Commander Arifur Rahman Khan is the clearest example.[19] It has struck down one-sided terms as unfair trade practices, as in Govindan Raghavan and Ireo Grace Realtech. And it has protected the buyer's economic stake even inside insolvency: in Pioneer Urban Land and Infrastructure Ltd v Union of India, it upheld the amendment that treats homebuyers as financial creditors under the Insolvency and Bankruptcy Code, putting them at the table when a developer goes under.[20]

Consumer Commission Decisions: The National Commission has compiled a comprehensive set of orders aimed at ensuring fairness for buyers. These orders require developers to refund the principal amount along with interest, cover delays, and compensate buyers who have been waiting for years without receiving the promised payments. The Commission has also shown a willingness to invalidate unfair clauses in the agreements, a decision that the Supreme Court later supported. The rulings we have reviewed together in this case make it clear that buyers have the right to choose between receiving a refund or

[18] Bharatiya Nyaya Sanhita 2023
[19] *Wg Cdr Arifur Rahman Khan and Aleya Sultana & Ors v DLF Southern Homes Pvt Ltd* (2020) 16 SCC 512
[20] *Pioneer Urban Land and Infrastructure Ltd & Anr v Union of India & Ors* (2019) 8 SCC 416

taking possession of their property, and this choice should be made based on their preferences, not what's convenient for the developers.

RERA Authority Decisions: Lower down, the state authorities and their Appellate Tribunals have created a growing jurisprudence applying refund and interest provisions, requiring stalled projects to be completed and penalising non-registration and false advertising. Maharashtra, Uttar Pradesh, Haryana and Karnataka have been among the most active. The real difficulty, as Part VIII shows, is not winning a favourable order. It is enforcing one against a developer who has neither the funds nor the assets left to satisfy it.

COMPARATIVE ANALYSIS

Looking abroad confirms that India's protective instincts are sound and that its weakness lies in enforcement, and it points to a few techniques worth importing.

United Kingdom: The United Kingdom polices unfair terms through the Consumer Rights Act 2015, which gathers up the earlier regulations and provides that an unfair term in a consumer contract does not bind the consumer, judged against a statutory fairness test and an indicative 'grey list' of suspect terms.[21] Misleading and aggressive practices, including in property marketing, are separately caught by the Consumer Protection from Unfair Trading Regulations 2008. The British strength is a single, transparent fairness standard that runs across sectors, rather than the Indian arrangement in which fairness has to be pieced together from several statutes and a line of cases.

United States: The American emphasis falls on disclosure before the sale. The Interstate Land Sales Full Disclosure Act makes developers of large subdivisions give purchasers a detailed property report before they buy, with a right to rescind if they do not, while the Real Estate Settlement Procedures Act requires settlement costs to be disclosed.[22] Arm the buyer with information and a cooling-off right, and you complement RERA's disclosure regime. It suggests India could strengthen the buyer's right to walk away, with a full refund, once a material non-disclosure comes to light.

[21] Consumer Rights Act 2015
[22] Interstate Land Sales Full Disclosure Act 1968; Real Estate Settlement Procedures Act 1974

Singapore: Singapore runs one of the strictest developer-licensing systems anywhere. The Housing Developers (Control and Licensing) Act requires developers to hold a licence, lays down a statutory sale-and-purchase agreement whose terms cannot be varied at will, and channels buyers' payments into a project account from which withdrawals are tightly controlled.[23] The prescribed standard agreement is the feature India should study most closely. By fixing fair terms in law, Singapore removes the very chance of one-sided drafting that Indian courts keep having to correct after the event.

Australia: Australia's unfair contract terms regime, set out in the Australian Consumer Law, voids unfair terms in standard-form consumer contracts. The fairness test asks whether a term creates a significant imbalance, whether it is reasonably necessary to protect a legitimate interest, and whether it would cause detriment if relied on.[24] Recent reforms went further and attached civil penalties to merely proposing or relying on an unfair term, turning a defensive shield into a genuine deterrent. India's consumer law voids unfair terms but does not yet penalise putting them there in the first place, and that deterrent dimension is worth adopting.

CHALLENGES IN CONSUMER PROTECTION

Delay in Litigation: The first problem is time. Consumer commissions and tribunals are overloaded, and a buyer may wait years for a final order— years in which loan instalments and rent keep draining the family's money. Here, justice delayed is literally a home denied.

Orders that are Never Honored: Deeper still is the failure to enforce. A refund order is worthless if the developer has no traceable assets, has already stolen the money, or is in insolvency. Recovering dues as arrears of land revenue under RERA is clumsy, and execution drags. This gulf between order and recovery is perhaps the clearest evidence of the article's thesis that formal rights are not the same as real protection.

Buyers who do not have a Clear Sense of what their Rights are: Many buyers do not know what they are entitled to, whether the project is registered and which forum the buyer should seek them out. And the information asymmetry is still allowed to survive RERA's disclosure

[23] Housing Developers (Control and Licensing) Act 1965
[24] Competition and Consumer Act 2010

mandate, in part because few buyers look at the regulator's website before they go through with their business.

Poor, under-Resourced Enforcement: Some State authorities are short on staff and money, and the politics of the sector can temper regulatory appetite. And the penalties are often small enough to worry a well-funded developer.

Too many Forums: The number of remedies is also too many. A buyer can go before a consumer commission, a Regulatory Authority, a civil court and/or the NCLT in insolvency. The Supreme Court did clarify in some cases that the RERA and consumer remedies run independently. But parallel jurisdictions still produce inconsistent results, encourage forum shopping and increase the likelihood that the insolvency of a developer before the NCLT will put an end to or lower the priority of other claims being made elsewhere. The fragmentation gives the buyer neither certainty nor speed.

EMERGING ISSUES

Online property platforms: Portals and aggregators now sit between buyer and seller in a huge portion of deals, but their liability for a misleading listing is unsettled. As intermediaries, they are very much like e-commerce sites that already play an important role in consumer law and the e-commerce rules, as they have due diligence and grievance redressal responsibilities. It is natural to extend the same accountability to property portals.

AI-generated marketing: Developers are increasingly turning to artificial intelligence for photorealistic renderings, virtual walkthroughs and targeted advertising. Where that material shows amenities or surroundings that will never exist, it is a polished, scalable misrepresentation. The law on misleading advertisement will have to treat synthetic and AI-generated marketing with at least the rigour it applies to a printed brochure.

Smart-city projects: Large and technology-laden developments raise new questions: who pays recurring technology and maintenance charges, what data is stored in 'smart' homes, who is to blame when the digital infrastructure fails or simply goes out of date?

Digital transactions: Digitising bookings, payments and even registration will make it more efficient, but will also open up new pathways to fraud - spoofed projects, fake payment gateways or identity theft - which will need to be integrated into the consumer-protection framework to meet the principles of cyber-security and authentication**.**

Cross-border investment: Non-resident buyers and the marketing of Indian projects overseas create conflict-of-laws and enforcement problems that a domestic system is not able to effectively address, and so the regulatory orders across borders need to be clear.

FINDINGS AND RECOMMENDATIONS

Three findings are clear: fraud in the housing sector– delay, misrepresentation, diversion, concealment– has not gone away despite the protective legislation. Builder-buyer agreements are still drawn up heavily in the developer's favour, and the courts have had to intervene again and again to fix an imbalance that should never have reached the page. And while RERA and the Consumer Protection Act have genuinely improved transparency and the buyer's standing as a rights-holder, the orders they generate too often go unrealised. The law on paper has changed a lot. The experience of the aggrieved buyer has changed less.

Harder penalties for dishonest builders. RERA's penalties ought to be very high and tied to project value, and the diversion of escrow money should carry mandatory, fast-prosecuted criminal consequences so that deterrence is real and not just nominal.

A Statutory Standard Contract in Plain Language: In Singapore, a builder-buyer agreement with non-negotiable fair terms would preclude one-sided drafting at the outset and save both buyers and courts the time and expense of unpicking it later on. Faster dispute resolution. And firm statutory timelines, more benches and better digital case management will move homebuyer disputes through in months, not years.

Real Consumer Awareness: Regulators should run continuous awareness campaigns and simplify their websites, until checking a project's registration and litigation history is a routine thing before any purchase.

Enforcement that Bites: Recovering a buyer's dues should be expedited, with dedicated recovery officers, a priority charge over the developer's assets and statutory coordination with insolvency, so that a buyer's claim cannot be defeated by a strategically timed insolvency.

A Unified Housing Dispute Tribunal: Most importantly, the tangle of forums needs to be rationalised into a single specialised housing dispute tribunal– or at least a binding mechanism to coordinate the consumer, regulatory and insolvency tracks so that a buyer can pursue one fast and effective channel instead of going through a maze.

CONCLUSION

A home is not just a purchase. It answers one of the most basic human needs and the Constitution makes it part of the right to life. Indian law has arrived at that view in the last three decades. Homebuyers are customers and deserve real protection, and both the courts and Parliament have come up with doctrine and statute that is, on its face, genuinely protective. RERA has sharpened accountability and transparency and brought some discipline to the trade, and the Consumer Protection Act offers a simple remedy that runs parallel. The argument of this article, however, is that those gains have not been fully achieved. Fraud has not stopped. One-sided arrangements are still being drafted and sold to buyers. And most damaging of all is that even a good order often doesn't turn out to be recovered money or a home delivered. The legal landscape has moved faster than the buyer's lived experience, and the unfinished work is to bridge that distance. It does not mean new declarations of rights, which are indeed in many places. It calls for enforcement that bites, fairness standards at the drafting stage and remedies that coalesce clearly and effectively. The homebuyer's rights on paper will only be the protection that the Constitution, the consumer law and ordinary justice provide him.