MESSAGE

As we look back, the three-tier Consumer Fora established under the Consumer Protection Act, 1986 have much to their credit. They have helped generate widespread awareness among citizens of their rights as consumers and accelerated enforcement of those rights as never before. Indeed, the honest and well-informed consumer ought to be “the king (or the queen)” in an economically liberal yet well-regulated market, operating in a caring, democratic polity. However, despite our collective contributions to that goal, may I paraphrase Robert Frost and remind us all that we still have many “promises to keep” and many more “miles to go” in this endeavour? And, that we can certainly not afford “to sleep”?

In that context, I am happy to share with you that with cooperation of all concerned, we have been able to dispose of more than 6500 cases during the ten months since October 2008 and also reduce the arrears at the end of September 2008 by over 1500 cases. It is a matter of personal satisfaction that this is the highest disposal ever in any ten-month period. All the five Benches of the Commission are now operating full steam. Because of a new system of case allocation to the Benches, each category of pending cases is receiving attention in proportion to its numbers. We seek to dispose of all cases filed up to end 2005 by the end of this year, while taking up the oldest cases first. I hope the State and District Fora shall follow suit.

We believe it will greatly assist speedy (and hence inexpensive) disposal of consumer disputes and less litigation at the higher tiers if each tier of the Consumer Fora, as well as the consumers, are better aware of the important decisions of the Supreme Court and this Commission. To this end, a Newsletter titled “Consumer Advocate” was being published and circulated until 2003 and it had been welcomed. I am, therefore, delighted that the initiative is being revived with the re-launching of this Newsletter. Printed copies of the Newsletter would be circulated to all the State and District Fora. As in the past, in addition, it will be featured as an “e-Magazine” on the website of this Commission (www.ncdrnc.nic.in), to facilitate quick access and downloads. The Newsletter would be brought out bi-monthly and contain a summary of important decisions of the Supreme Court and this Commission, published in the Consumer Protection Journal (CPJ) in the preceding two months. This Inaugural Volume is longer because it includes decisions so published during January-June 2009.

I invite you to join me in wishing the initiative all success.

(Ashok Bhan)
1. Haryana Urban Development Authority v Raje Ram [I (2009) CPJ 56 (SC)]
   Date of Decision: 23.10.2008

Dealing with a batch of cases involving re-allottees of plots who had filed complaints after getting the plots transferred in their names, the Supreme Court held that the re-allottees were not entitled to interest on the amounts deposited on the ground of delay in receiving possession. The Court referred to its decision in HUDA v Dursh Kumar [III (2004) CPJ 449 (SC)] and held that the case of re-allottees could not be equated with that of the original allottees who were made to wait for long for possession and thus put to mental agony and harassment. The re-allottees were aware that time for performance was not the essence of the contract and the original allottees had accepted the delay. On facts, the Court noticed that the re-allottees had taken possession but not paid the full price when they approached the District Forum. The Court relied upon Ghaziabad Development Authority v Balbir Singh [II (2004) CPJ 12 (SC)] and Bangalore Development Authority v. Syndicate Bank [II (2007) CPJ 17 (SC)].

2. Punj Lloyd Ltd. v Corporate Risks India Pvt. Ltd. [I (2009) CPJ 10 SC]
   Date of Decision: 11.12.2008

The complainant sought compensation from the opposite party insurance broker because of the difference in premium charged by the insurer, ICICI Lombard General Insurance Company Ltd. in place of Oriental Insurance Company. The complaint was dismissed in limine on the ground that it involved complicated questions of fact that could be gone into only by a civil court. The Supreme Court held that merely because a complaint disclosed complicated questions was not a ground for relegating the complainant to a civil court. The Court found that it was difficult to say from the statements in the complaint that it disclosed complicated questions of fact, which could only be gone into by a civil court before bringing the opposite party on record and asking it to file its defence. It was only after the pleadings of both parties were on record that the Commission ought to have formed an opinion. The Court relied upon its decision in CCI Chambers Cooperative Housing Society Ltd. v Development Credit Bank Ltd. [III (2003) CPJ 9 (SC)] holding that "...The decisive test is not the complicated nature of questions of fact and law..." but "whether the questions, though complicated they may be, are capable of being determined by summary inquiry." The Court also referred to its decision in Dr. J.J. Merchant & Others v Shrinath Chaturvedi [III (2002) CPJ 8 (SC)].

   Date of Decision: 13.02.2009

Dealing with this medical negligence case, the Court referred to its decisions in several cases, including Jacob Mathew v State of Punjab & Ors [III (2005) CPJ 19 (SC)], and also the English case of Bolam v Friern Hospital Management Committee [(1957) 1 WLR 582] and reiterating that the test in fixing negligence was the standard of the ordinary skilled doctor exercising special skill but a doctor need not possess the highest expert skill. The Court noticed that though the medical profession was regarded as noble, it had become a business and many doctors in India had forgotten their Hippocratic Oath. However, the Court went on to observe that the law was a watchdog and not a bloodhound and as long as a doctor performed his duty with reasonable care, he could not be held liable even if the treatment was unsuccessful. It further observed that different doctors had different approaches to treatment and adopting one approach could not, by itself, be a ground for alleging holding medical negligence. It also observed that courts and consumer fora were not experts in medical science and must not substitute their own views over those of specialists. Finally, the Court passed the direction that whenever a complaint is filed against a doctor or a hospital in consumer fora/criminal courts, such fora/courts should refer the matter to a competent doctor or committee of doctors who are specialists in the field to which the complaint relates. Only when a report is made that there is a prima facie case of medical negligence that the fora/criminal court should issue notice.

   Date of decision: 17.03.2009

This was a batch of cases where the complaints of auction purchasers of plots on existing sites had been allowed on the ground that there was delay in provision of amenities and the Administration was directed to reschedule the recovery of balance instalments of the auction price without charging penal interest for the delayed payment of instalments or ground rent. The Supreme Court distinguished these cases from Lucknow Development Authority v M.K. Gupta [III (1993) CPJ 7 (SC)] and Ghaziabad Development Authority v Balbir Singh [III (2004) CPJ 12 (SC)] and held that here, plots on existing sites (as opposed to those in a layout proposed to be developed over time) were auctioned, without any statutory requirement or assurance of providing (civic) amenities. Thus, the resultant contracts related to lease/sale of immoveable property. There was no hiring or availing of services of a developer by the persons bidding at the auction. Further, there was no sale of goods. The complainants were thus not "consumers" within the meaning of
5. **State Bank of India v B.S. Agricultural Industries (I) [II (2009) CPJ 29 (SC)]**
   Date of Decision: 20.03.2009

B.S. Agricultural Industries/complainant filed a complaint against the Bank for compensation for not returning the bills when the party did not retire them. The District Forum allowed the complaint. When the case reached the Supreme Court, it observed that the District Forum had not considered the issue of limitation before declaring the claim as defective. The Court referred to s.24A of the Consumer Protection Act, which lays down limitation of 2 years for filing of complaints. It held that the said provision was peremptory in nature and required the consumer fora to see, before admitting a complaint, that it had been filed within limitation. The consumer fora, however, for reasons to be recorded in writing, may condone the delay in filing the complaint if sufficient cause is shown. It held that as a matter of law, the fora must deal with complaints on merits only if the complaints had been filed within limitation and if beyond limitation, sufficient cause had been shown and delay condoned. The Court dismissed the complaint as it had been filed beyond limitation.

   Date of Decision: 01.04.2009

Vikram GreenTech (I) Ltd. (insured) preferred a complaint that despite the surveyor giving a report and clarifying that the comprehensive floriculture policy covered all the poly-houses, which had suffered damage in storm/cyclone, the insurer had declined the claim. The Supreme Court upheld the order of the National Commission that since the policy clearly mentioned the number of poly-houses as six, the claim would be confined to only these. The Court held that insurance was a species of commercial transactions and an insurance contract must be construed, like any other contract, on its own terms. However, in insurance contracts, there is also a requirement of "ubi ratione fides", i.e., utmost good faith on the part of the insured. The four essentials of an insurance contract are the definition of the risk, the duration of the risk, the premium and the amount of insurance. The terms of the insurance policy must be strictly construed. The insurer cannot claim anything more than what is covered by the policy. A document like the proposal form is a commercial document and, being an integral part of the policy, reference to the proposal form may be essential. However, the surveyor's report cannot aid in construing a policy.

7. **C.P. Sreekumar (Dr.) v S. Ramanujam [II (2009) CPJ 48 SC]**
   Date of Decision: 01.05.2009

The accident-hit respondent/complainant was admitted to the appellant's hospital. When the hip fracture developed to a more serious kind, the appellant decided to perform a hemiarthroplasty instead of internal fixation procedure. The respondent alleged negligence that hemiarthroplasty was not justified and instead, internal fixation procedure should have been adopted. Dealing with the appeal, the Supreme Court relied upon its decision in Jacob Mathew v. State of Punjab & Anr., III (2005) CPJ 9 (SC) and English Court decision in Bolam v. Friern Hospital Management Committee, (1957) 2 All ER 118 (QB) and held that too much suspicion about the negligence of attending doctors and frequent interference by courts was dangerous as it prevented doctors from taking correct decision and ultimately, the patient would be the sufferer. The complainant has to discharge the onus of proving medical negligence. The Court found that while there were textbooks which prescribed internal fixation as the preferred option, there were other textbooks that recommended hemiarthroplasty and held that the doctor's choice in this case was not so palpably erroneous as to dub it as professional negligence.

8. **Nizam Institute of Medical Sciences v Prasanth S. Dhananka & Ors. [II (2009) CPJ 61 (SC)]**
   Date of Decision: 14.05.2009

After the surgery for excision of tumour, the complainant developed acute paraplegia with complete loss of control over the lower limbs and related complications and this ended in complete paralysis. The National Commission found that there was no written consent on record for the surgery to excise the tumour and that the consent taken for biopsy could not be construed as implied consent for the main surgery. Dealing with the complainant's appeal for enhancement of compensation, the Supreme Court relied upon Samira Kohli v Dr. Prabha Manchanda & Anr.[I (2008) CPJ 56 (SC) II], which laid down that a patient's right in regard to his body was inviolable as was his right to decide whether he should undergo a particular treatment, and that additional treatment, which can be given outside the consented procedure, was confined to such treatment as was necessary to meet an emergency. The Court also concluded that there was negligence since no neuro surgeon was called in at the time of surgery though the medical literature revealed that in case of tumour in posterior mediastinal, the possibility of extension of tumour into the foramen and vertebral column must be kept in mind. The Court substantially enhanced the compensation payable to the complainant under the heads of expenses on driver-cum-attendant and nurse, future medical expenses and loss of future earnings and also granted compensation for pain and suffering. The Court commented that a court must not be chary of awarding 'adequate compensation.'
On remand from the Supreme Court, the National Commission, by a majority of 2:1, dealt with this batch of revision petitions (the lead case being cited above) and gave a series of findings on the import of various sections of the Electricity Act, 2003 in relation to those of the Consumer Protection Act, 1986:

(i) A consumer of electricity supplied by an Electricity Board, a private company or the Government is a "consumer" under s.2(1)(o) of the Consumer Protection Act (and also a "consumer" as defined in the Electricity Act - this fact is not noticed in the majority but in the minority view). Hence, a complaint by a consumer alleging any deficiency in the service of supplying electricity is maintainable under the Consumer Protection Act and the Electricity Act does not take away the consumer's right to approach a consumer forum (even in matters relating to assessment of electricity charges made by the assessing authority under s.126 of the Electricity Act, added, keeping in view the contextual import of the majority view).

(ii) This is because, read together, sections 173, 174 and 175 of the Electricity Act make it clear that the provisions of the Electricity Act would not have effect insofar as they are inconsistent with the Consumer Protection Act, the Atomic Energy Act and the Railways Act and the Legislature did not intend to bar the jurisdiction of consumer fora. Section 42(8) of the Electricity Act also provides that the remedies conferred on consumers under s.42(5), (6) & (7) of that Act are without prejudice to the rights which a consumer may have apart from the rights conferred upon the consumer by the aforesaid sub-sections.

(iii) Section 145 of the Electricity Act specifically bars the jurisdiction of the civil court to entertain any suit or proceeding in respect of any matter, which an assessing officer referred to in s.126 or an appellate authority referred to in s.127 of the Electricity Act or the adjudicating officer appointed under the said Act is empowered to determine. It also provides that no court or 'other authority' shall grant injunction any in respect of any action taken/to be taken in pursuance of any power conferred by or under the Act. The phrase 'other authority' may include consumer fora. Read with sections 173 and 174, it would, however, imply to the extent there is inconsistency between the Electricity Act and Consumer Protection Act, the provisions of the Electricity Act would not apply. Therefore, 'other authority' would not include the consumer fora in respect of matters provided for in section 126 of the Electricity Act.

(iv) In view of the Supreme Court's decision in Kishore Lal v Chairman, ESI Corporation [(2007) 4 SCC 597] and several other cases, the jurisdiction of consumer fora would not be curtailed unless there is an express provision in another piece of legislation prohibiting them from taking up matters provided for in that legislation. Hence, against an assessment order under s.126 of the Electricity Act, a consumer has the option to either file an appeal under s.127 of the Electricity Act or approach the appropriate consumer forum by filing a complaint. The consumer has to select his remedy. However, before entertaining a complaint in this regard, the consumer forum would direct the consumer to deposit an amount equal to one-third of the assessed amount with the licensee (on the lines of the requirement in s.127(2)). Finally, the consumer fora would have no jurisdiction to interfere with the initiation of criminal proceedings or the final order passed by the special court constituted under s.153 or the civil liability determined under s.154 of the Electricity Act.

[Note 1: The dissenting view, however, held that there was no inconsistency between the provisions of the Consumer Protection Act and those of sections 126 and 127 of the Electricity Act and, therefore, the provisions of sections 173 and 174 of the latter Act need not be invoked in cases under sections 126 and 127 of the said Act. A consumer of electricity can of course approach a consumer forum for complaints of deficiency in supply of electricity but no more. The consumer fora do not have the jurisdiction to deal with complaints relating to assessment of charges for unauthorised use of electricity, tampering of meters, etc., as also over matters that fall in the domain of special courts constituted under the Electricity Act.

Note 2: The word "tortuous" used at some places in the majority judgment should be read as "tortious".]
2. **Ajay Kalia & Others v Air India Ltd. & Others [II (2009) CPJ 204 (NC)]**  
   **Date of Decision:** 23.07.2008

   The **National Commission**, while hearing a complaint regarding delay in flight, referred to the Guidelines of Air India dealing with Flight Irregularities and **held that the same were required to be made known to the public at large**. **Air India was directed to display the Guidelines at a prominent place at every airport in the country from where it operates and also publish the summary thereof, in a newspaper.**

3. **Nipun Nagar v Symbiosis Institute of International Business [I (2009) CPJ 3 (NC)]**  
   **Date of Decision:** 07.11.2008

   The opposite party institute refused to refund the entire fee to the complainant who had surrendered his seat after getting admission to another institute. The **National Commission observed that the institute had, in fact, admitted more students than the sanctioned strength and thus suffered no loss. It also relied upon the public notice issued by University Grants Commission providing that Institutions should refund the entire fee, except processing fee of not more than Rs. 1,000/-, to students withdrawing before start of the course, and allowed the complaint.**

4. **Chief Executive Officer, Zilla Parishad & Others v Sagunbai Navalsing Chavan [I (2009) CPJ 192 (NC)]**  
   **Date of Decision:** 03.12.2008

   The complainant alleged negligence in performing the tubectomy operation by a medical officer of the Zilla Parishad hospital, as thereafter she got pregnant and delivered a child. Relying upon Indian Medical Association v V.P. Shantha & Ors. [III (1995) CPJ 1 (SC)], the National Commission held that the complainant was not a consumer under the Consumer Protection Act since the tubectomy was performed free of charge and, in fact, she got an incentive from the Government for undergoing the operation. **The Commission also referred to the decision in State of Punjab v. Shiv Ram & Ors. [IV (2005) CPJ 14 (SC)] wherein it was observed that there are chances of failure of sterilisation and in certain percentage of cases re-canalisation could take place due to natural causes.**

5. **Ashok Ramnik Lal Tolat v Gallops Motors Pvt. Ltd. [II (2009) CPJ 63 (NC)]**  
   **Date of Decision:** 16.12.2008

   The complainant averred that he was misled into purchasing the motor vehicle Chevrolet Forester AWD model by the advertisements of M/s General Motors India Pvt. Ltd. that the vehicle was an SUV (sports utility vehicle) when it was a passenger car. The car manufacturer and its dealers referred to the owner's manual, which described the vehicle as a passenger car. **In revision petitions filed by both parties, the National Commission held that the motor vehicle was not an SUV and the complainant was misled into believing it to be so on the opposite party’s representations. This amounted to an unfair trade practice within s.2(r) of the Consumer Protection Act. Since the complainant had used the vehicle the for 1 year and it had run 14,000 km, the Commission directed Rs. 12.5 lakh out of the purchase price of Rs. 14 lakh to be refunded. The Commission observed that about 260 such vehicles had been sold in India during the relevant year. As the other consumers had not approached the consumer fora, the Commission opined that it would not be desirable to call upon the opposite parties to withdraw all the units. However, the Commission imposed punitive damages of Rs. 25 lakh on the opposite party.**

6. **Haryana Urban Development Authority v Dr. Maya Vaid [II (2009) CPJ 348 (NC)]**  
   **Date of Decision:** 19.12.2008

   The complainant claimed that the plot allotted to him by HUDA was of odd shape ("shermukhi") and in excess of the applied for area of 300 sq. mtrs. He approached the Administrator but his grievance was dismissed without reasons. The District Forum allowed the complaint and held that HUDA could demand price only for a plot of 300 sq. mtrs. and that the plot be re-shaped accordingly. In appeal, the State
Commission also awarded interest @ 12% p.a. on the amount deposited. In revision filed by HUDA, the National Commission held that HUDA was clearly at fault since it had allotted a plot with excess area and odd shape. The Commission held the delay of 7 years in redressing the complainant’s grievance as unacceptable and rejected the plea of HUDA that after allotting an alternative plot, it should not be made to pay interest on the price to be refunded for the excess area. The Supreme Court decision in Bangalore Development Authority v Syndicate Bank [II (2007) CPJ 17 (SC)] was held inapplicable in this case.

7. Life Insurance Corporation of India v Girdhari Lal P. Kesarwani & Another [I (2009) CPJ 228 (NC)]
Date of Decision: 14.01.2009

The National Commission relied upon the decision of the Apex Court in Harshad J. Shah & Anr. v LIC of India & Ors. [III (1997) CPJ 9 (SC)] wherein it was held that an agent had no authority to accept the premium on behalf of the LIC and that the premium deposited by the agent after the death of the assured deceased would not entitle the claimant to get the amount insured under the policy.

Date of Decision: 29.01.2009

The complainant alleged before the National Commission that he had been misled by the opposite party’s advertisement and representations that the latter could treat the complainant’s son (suffering from fits) with ayurvedic medicines. After taking the medicine, the condition of the complainant’s son deteriorated. An allopathic doctor opined that the child would not grow as a normal child. Tests revealed that the tablets given by the opposite party were ‘Selgin’, an allopathic medicine not to be given to children. The Commission found that in the correspondence with the complainant, the opposite party had been representing his medicine as ayurvedic whereas tests revealed it to be allopathic. The Commission also observed that the opposite party had been approaching people by giving advertisements and interviews published in newspapers/magazines and many must have been misled. Holding the opposite party guilty of unfair trade practices, the Commission directed him to pay a compensation of Rs. 5 lakh and deposit half of this in the Consumer Legal Aid Account.

9. Azizul Haq Khan (Dr. @ Lallan) v Shyamapati & Others [II (2009) CPJ 49 (NC)]
Date of Decision: 12.02.2009

The complainant alleged negligence against a Unani physician holding degree of ‘Fazile-Tibb-O-Jarahaf’ (B.U.M.S.) that he prescribed some injections and allopathic medicines to her without first advising or requiring her to undergo any prior diagnostic tests. Subsequently, the complainant was admitted to a hospital where she underwent amputation of phalanxes (fingers and toes) of both hands and both feet. She alleged it was a case of drug induced peripheral thromboangiitis and dry gangrene and thus, the Unani physician was responsible. In Appeals filed by both parties, the National Commission found that the material on record and medical literature did not support the case of ‘drug induced’ gangrene. Relying upon the Apex Court ruling in Dr. Mukhtarkhand & Others v State of Punjab [(1998) 7 SCC 579] and a notification issued by Government of Uttar Pradesh, the Commission held the appellant competent to administer allopathic medicines in Uttar Pradesh. The Commission, however, found that the prescription of the Unani physician did not mention the patient’s history of complaints or his clinical diagnosis and yet he prescribed several injections of various kinds. Referring to medical literature on the injections, the Commission concluded that the Unani physician had no clue of what he was doing - he prescribed a veritable cocktail of allopathic medicines that were meant for diseases as wide-ranging as to include meningitis, septicaemia, typhoid, etc. Applying the ‘Bolam test’, the Commission held the Unani physician guilty of medical negligence on four counts, viz.: (a) at the time of first examination of the patient, he did not record the prescription properly; (b) the prescription, written even after 6 weeks of treatment, did not reflect any clinical observations, diagnosis, etc.; (c) he failed to diagnose the ailment correctly; and (d) prescribed a wide range of medicines that had all the attributes of an ‘overkill’.
Date of Decision: 12.02.2009

The opposite party contested the jurisdiction of the consumer forum to entertain a complaint regarding damage to crop on account of usage of zymegold, a bio-fertilizer as it involved complex and complicated issues which could not be adjudicated in summary jurisdiction. While dismissing the revision, the National Commission observed that in order to decide as to whether a consumer forum can deal with and decide a matter, it was necessary to see the facts first in each case. No straitjacket formula could be prescribed. The Commission referred to Supreme Court decisions in Dr. J.J. Merchant & Ors. v Shrinath Chaturvedi, CCI Chambers Co-operative Housing Society Ltd. v Development Credit Bank Ltd. and Punj Lloyd Ltd. v Corporate Risks India Pvt. Ltd. (supra) and held that the issues involved in the present case could not be said to be complicated questions of facts or law which could not be decided in consumer proceedings. It held that the consumer fora are competent to deal with such issues and, wherever necessary, cross-examination of witnesses and experts can be permitted.

11. United India Insurance Co. Ltd. v Dipendu Ghosh & Another [II (2009) CPJ 311 (NC)]
Date of Decision: 20.02.2009

The complainant obtained a 'special-peril-policy' for his godown-cum-manufacturing unit. Due to rains, the complainant suffered losses and lodged a claim with the insurer. The surveyor appointed by the insurer gave a report that the flood did not enter the factory/godown but there was moisture in view of water logging, which affected the material lying there resulting in losses. The insurer repudiated the claim on the ground that loss was due to moisture. In revision, the National Commission rejected the contention of the insurer that the loss was not caused 'directly' by 'storm, cyclone, flood and inundation.' The Commission referred to the dictionary meaning of 'direct cause' and held that the loss was caused because of inundation and thus would fall within the policy.

Date of Decision: 24.04.2009

Ayyapan complained that he could not perform the last religious rites of his dead son because the telegram sent by the hospital reached late, much after his son was buried in the municipal burial ground. The District Forum dismissed the complaint relying upon s.9 of the Indian Telegraph Act which stipulated that "... the Government shall not be responsible for any loss or damage which may occur in consequence of any telegraph officer failing in his duty with respect to receipt, transmission or delivery of any message..." The State Commission allowed the appeal. The National Commission dismissed the revision filed by the Post Office holding it deficient in service from the material on record. It also held that the Post Office could not take shelter under s.9 of the Telegraph Act by taking a technical view of the case and public servants must work with some conscience in cases like these.

13. Life Insurance Corporation of India v Kulwant Kumari [II (2009) CPJ 317 (NC)]
Date of Decision: 01.05.2009

Late Kailash Chander got himself insured with the LIC (opposite party) for Rs. 1 lakh on 09.04.2000. Though the policy lapsed because of non-payment of premium, it was later revived. Kailash Chander died on 04.04.2003. LIC repudiated the complainant’s claim on the ground that the assured was suffering from diabetes mellitus two years prior to the date of revival of the policy. The consumer fora below allowed the complaint. Dismissing the revision petition filed by the LIC, the National Commission observed that undisputedly the policy was not repudiated on the ground that at the time of taking the initial policy there was any misrepresentation or intentional concealment of facts. The burden to prove the concealment was on the insurance company in terms of s.45 of the Life Insurance Act, 1938. LIC’s contention that two years had to be counted from the date of revival of the policy was also rejected as this was contrary to the Supreme Court decision in Mithoolal Nayak v Life Insurance Corporation of India [AIR 1962 SC 814].
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