

Consumer Dialogue

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Bi-monthly GRANIRCA E-newsletter

Failure to Give Bill an Offence

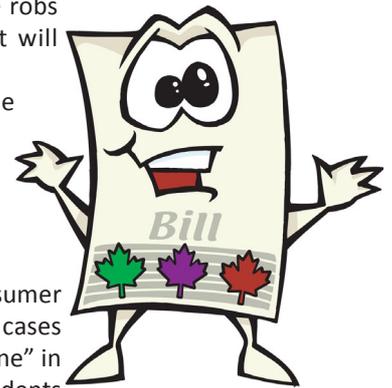
In the process of empowering consumers and injecting transparency, the Central Government is mulling over a clutch of amendments to the Consumer Protection Act (COPRA), 1986. The government is thinking over bringing in a clause in the Law which, if accepted, will make a shopkeeper not issuing cash memo or bills for goods sold as guilty under the law. The possession of bill makes a consumer a “bonafide” customer and its absence robs him of a stronger footing in courts if he challenges a sale. It will henceforth be dubbed an “unfair trade practice”.

The most consequential change of the amendment may be the widening of the definition of “defect”, “deficiency” and “unfair trade practices”. The seller will, in future, have to provide the buyer every bit of information about a commodity. It is proposed that withholding information about a good, which can influence the choice of a customer, should be treated as an offence.

The amendments also seek to bring in transparency in consumer courts with regard to the selection of presiding officers, filing of cases and discharge of justice. Consumers will be able to file “cases online” in what is an attempt to empower them. A key proposal says that presidents or members in consumer fora should be barred from pleading before them. This includes those who either held office in these fora or wielded administrative control there. It is an attempt to stop any unfair clout in the courts.

The Act also seeks to empower consumer courts to award “interest” to compensate consumers who suffer from prolonged court battles. If these amendments are taken up in the Act, they will surely make this consumer friendly Act more popular amongst the common masses.

(July 22, 2010, Times New Network)



ISI Mark Falls Prey to BIS Scam

Whenever we buy any product from an outlet, it is natural to look for the ISI mark, which is a seal of quality issued by the Bureau of India Standards (BIS). The ISI mark is given to a product as a third-party guarantee for quality and reliability by the BIS. But if we think it is fool-proof, then we could be mistaken. This is because the organisation does not seem to be carrying out the required number of mandatory tests on products for which it gives the quality certification.



Going by a reply given by the BIS to queries raised under the Right to Information (RTI) Act to a Mumbai RTI activist, it is not even collecting one market and one factory sample for testing a product for its quality. According to the BIS regulations 1988, the organisation is required to draw at least two market and two factory samples for assessing a product continuously.

According to the reply, BIS said that during 2007-08, it drew only 12,940 market samples and 15,420 factor samples against 20,025 licences it awarded that fiscal year. While in 2008-09, it drew 13,583 market samples and 13,947 factory samples for the 20,972 licences it gave. During 2009-10 till February, the BIS took 7,326 market samples and 12,953 factory samples for the 22,103 certification it awarded.

Despite its failure to conduct the required tests, the BIS collects testing fees for two market and two factory samples. However, the concern is over the BIS not being able to carry out the mandatory tests since the products include those that are used daily. Currently, there are 21,000 licences awarded by the BIS covering about 1,000 products. The BIS certification has been made mandatory by the government. Moreover with the prevailing situation a proposal mooted in 2005 to raise the BIS testing charges is yet to be implemented, which of course, after this information, looks irrelevant.

(June 14, 2010, The Hindu)

25 years
1983 2008
CUTS
International



Ministry of
Consumer Affairs,
Food & Public
Distribution
Government of India

सत्यमेव जयते



CUTS CART



Training of Trainers

A two day residential Training for Trainers (ToTs) on Consumer Protection Act and other issues under the project entitled, 'Grassroots Reachout & Networking in Rajasthan through Consumer Action' (GRANIRCA) was held at CUTS conference hall on July 26-27, 2010.

The main objective of the training was to equip identified consumer activists with the required skills for undertaking training sessions along with GRANIRCA team in the upcoming district level training workshops. More than 10 people from various districts of Rajasthan working on consumer issues were invited to the training. It included various sessions such as history of consumer movement, COPRA 1986, advocacy, communication and writing skills and moot courts.

The participants were further encouraged to submit their queries which were further dealt by experts in the fields. Towards the end of the training, the participants enthusiastically participated in moot court facilitated by a former experienced member of the district forum and other allied institutions. The training enabled the participants to become master trainers, and along with GRANIRCA team, would facilitate technical sessions in the upcoming DLTWs.

District Level Training Workshops

First round of District Level Training Workshops (DLTWs) were organised in six out of 12 districts of Rajasthan – Dholpur, Alwar, Kota, Tonk, Churu and Jodhpur during August-September 2010.

Earlier in the project, it was been seen that lack of consumers' access to adequate information, improper understanding about the redressal mechanism/procedure as well as other socio-economic vulnerabilities of individuals and households are the reasons that the underprivileged classes are not getting justice. These DLTWs were targeted to empower consumers at the grassroots and ensure effective strong consumer movement at the grassroots in 12 project districts which would later influence whole Rajasthan as a state.

In DLTWs, networkers from each block of a district, identified by local partnering organisations along with other consumer activists of a district, were trained and equipped with necessary skills through intensive training, capacity building and orientation on relevant consumer protection issues in order to create a network of zealous grassroots activists.

DLTWs are intended to fill the need of a strong consumer movement at the grassroots by furnishing proper information, methodology, procedures and an approachable redressal mechanism to the people. It will help the consumer activists to get acquainted with grievance redressal mechanism for speedy, inexpensive and effective justice in project districts, which will further support underprivileged classes in their respective blocks.



DLTWs held

- ◆ Dholpur, August 10-11, 2010
- ◆ Alwar, August 10-11, 2010
- ◆ Kota, August 17-18, 2010
- ◆ Tonk, August 18-19, 2010
- ◆ Churu, August 31-September 01, 2010
- ◆ Jodhpur, August 31-September 01, 2010



Compensation in Delay of Possession of Flat

Divya Rathore vs Sahara Prime City

Divya Rathore, resident of Mansarovar, Jaipur booked a flat with Sahara Prime City in 2005. On having booked the flat she was verbally committed possession within three years of booking and she paid ₹2,26,050 as advance against booking and was instructed by the builder to pay rest of the amount in installments.

The booking was confirmed on December 20, 2005 but there was no construction on the said site. Divya further paid ₹4,52,100 in the year 2008 as second installment. In 2009, she was allotted a plot with a number and location. Due to the increasing rates of plots in Jaipur city the said builder delayed its construction and started advertising ₹70,00,000 as the rate of plots in the newspapers. He was unnecessarily delaying the possession to Divya.

Aggravated by the unfair trade practice of the builder Divya filed a case before the District Consumer Forum. The Forum came to this conclusion that the said builder has unnecessarily delayed the possession of flat to Divya and thus ordered him to pay back the deposited money along with the interest to the complainant. It also directed the builder to pay ₹20,000 as cost of litigation and other expenses incurred on for filing this complaint.

(Jaipur Consumer Forum, August 11, 2010)

Deficiency in Providing Essential Infrastructural Services

Brij Ballabh Sharma vs Mosam Garments

Brij Ballabh Sharma, Manager at Central Public School at Kota bought invertors worth ₹60,000 from Mosam Garments for being installed in the school. The inverters were not functioning properly due to technical faults for which a complaint was made to the non-applicant. The non-applicant visited the school and removed the inverters with assurance of replacement. Neither the inverters were replaced nor was the amount refunded to the complainant. Hence, a complaint was made.

The non-applicant said that the inverters were being put to extra load whereas service of the inverters is for a limited capacity. It was also stated that in place of these inverters, a generator set was installed as per the settlement arrived at between the parties. The cost of generator is said to be ₹40,000 and further ₹20,000 were deducted on account of depreciation of the inverters and its batteries.

The complainant approached the District Consumer Forum which came to this conclusion that there is no evidence worth the name to show that generator was installed in place of inverters by the vendor and deducting ₹30,000 on account of use of inverters for nine months is not a reasonable approach. The Forum directed the vendor to pay ₹40,000 in place of ₹30,000 with interest at the rate of nine percent per annum.

(Jaipur Consumer Forum, August 30, 2010)

Fight for Right

Sweepthish Jayan vs Samsung Data Private Systems India Ltd.

Sweepthish Jayan, working as an IT Head at CUTS purchased a new mobile phone, for ₹17,899. On taking off the sticker from its 3.3" display, he was shocked to see a hairline distortion on the display panel. He immediately took the phone next day to the mobile store. The executive said the problem was with the display panel which needs replacement. After getting a new replaced handset, similar problem persisted after 15 days. He took the phone to the mobile store and showed them the problem. The executive at the mobile store denied any help.

Sweepthish approached product service centre where the executive said that this is the problem of LCD display and the same needs to be replaced which will take approximately 20-25 days as they do not have the accessories of this particular handset being new to the market. He requested to replace the handset as this was only 15 days old, but they refused to replace it as it was not under product service policy.

Subsequently, he sent a letter to all concerned requesting to either replace the handset or refund the actual billing amount. He had a very simple question, why would a customer let his new phone repaired rather than getting it replaced? Also why would he wait for a month for his phone to get fixed? Product service centre head contacted Sweepthish and finally he received a full refund for his faulty mobile handset.



Advertising Standards Council of India (ASCI) Code of Self Regulation

In recent years the quantity of false, misleading and offensive advertising has resulted in consumers having an increasing disbelief in advertising, and a growing resentment of it. Misleading, false advertising also constitutes unfair competition. It could lead to market-place disaster or even litigation. If this kind of advertising continues, it would not be long before statutory regulations and procedures are imposed which make even fair, truthful, decent advertising cumbersome if not impossible. This certainly will affect your ability to compete and grow.

The Advertising Standards Council of India (ASCI), 1985 has adopted a Code for Self-Regulation in Advertising. It is a commitment to honest advertising and fair competition in the market-place. It stands for the protection of the legitimate interests of consumers and all concerned with advertising – advertisers, media, advertising agencies and others who help in the creation or placement of advertisements.

This Code for Self-Regulation has been drawn up by people in professions and industries in or connected with advertising, in consultation with representatives of people affected by advertising and has been accepted by individuals, corporate bodies and associations engaged in or otherwise concerned with the practice of advertising with the following as basic guidelines **with a view to achieve the acceptance of fair advertising practices in the best interests of the ultimate consumer to:**

- ◆ ensure the **truthfulness and honesty** of representations and claims made by advertisements and to safeguard against misleading advertisements.
- ◆ ensure that advertisements are **not offensive** to generally accepted standards of public decency. Advertisements should contain nothing indecent, vulgar or repulsive which is likely, in the light of generally prevailing standards of decency and propriety, to cause grave or widespread offence.
- ◆ **safeguard against the indiscriminate use** of Advertising in situations or of the promotion of products which are regarded as hazardous or harmful to society or to individuals, particularly minors, to a degree or of a type which is **unacceptable to society** at large.
- ◆ ensure that advertisements **observe fairness in competition** so that the consumer's needs to be informed on choices in the market-place and the canons of generally accepted competitive behaviour in business are both served. Both the general public and an advertiser's competitors have an equal right to expect the content of advertisements to be presented fairly, intelligibly and responsibly. **The Code applies to advertisers, advertising agencies and media.**

Any kind of complaints pertaining to misleading advertising, false representation etc. can be sent by email or in hard copy to:

The Advertising Standards Council of India

219, Bombay Market
78 Tardeo Road
Mumbai 400 034
Tel: (022) 23521066/23516863
Fax: 23516863
E-mail: asci@vsnl.com
(Source <http://www.ascionline.org/>)



CUTS Centre for Consumer Action, Research & Training (CART)

D-222, Bhaskar Marg, Bani Park, Jaipur 302 016, India, Ph: 91.141.5133259, 2282 821, Fx: 91.141.4015 395
Email: granirca@cuts.org, cart@cuts.org, Web: www.cuts-international.org/cart/GRANIRCA