



Training Manual on Consumer Protection

Grassroots Reachout & Networking in
Rajasthan through Consumer Action (GRANIRCA)



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

25 years
1983 2008
CUTS
International

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About CUTS

Consumer Unity & Trust Society (CUTS) is a non-profit, non-governmental organisation working on public interest issues. In 1983, CUTS began its journey with a rural development communication initiative; a wall newspaper entitled *Gram Gadar* (Village Revolution). From consumer protection work in India, it has expanded its scope and interventions to subjects such as good governance and social accountability, trade and development, economic and business regulations including competition, investment and corporate governance issues, and human development.

In 1984, it was registered as a Society under the Rajasthan Societies Registration Act, 1958. The organisation's Vision is 'Consumer sovereignty in the framework of social justice and economic equality, within and across borders'. CUTS represent consumers on several policy-making bodies as Central Consumer Protection Council (CCPC), Securities Exchange Board of India (SEBI), Telecom Regulatory Authority of India (TRAI), Central Electricity Regulatory Commission (CERC), Rajasthan Electricity Regulatory Commission (RERC) etc.

With its headquarters and three programme centres in Jaipur, India (Centre for Consumer Action, Research & Training, Centre for International Trade, Economics & Environment, and Centre for Competition, Investment & Economic Regulation), one in Chittorgarh, India (Centre for Human Development), a liaison office in New Delhi, India and resource centres in Calcutta, India; Lusaka, Zambia; Nairobi, Kenya; Hanoi, Vietnam and in Geneva, Switzerland the organisation has established its relevance and impact in the policy-making circles and among the larger development community in the developing world and at the international level. For more information please visit our website at: www.cuts-international.org

CUTS CART

Established in 1996, CUTS Centre for Consumer Action, Research & Training (CUTS CART) is a research and advocacy Centre. This programme centre was created as a result of diversification of CUTS in order to move ahead with its inherited agenda: consumer protection and education, and to create a more responsible society. Continuous pioneering work in the area of consumer protection found CART at the forefront of the consumer movement in India and beyond.

For more information please visit: www.cuts-international.org/CART/index.htm

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Preface

India has an ancient history of consumer protection. Consumer protection was part of its ancient culture and formed the core of its administration. Kautilya's '*Arthashastra*' of 400 BC was the basic law of ancient India and the same was strengthened with provisions to protect consumers. Sale of commodities was organised in such a way that general public was not put to any trouble. For traders, profit limit was fixed and for services timely response was prescribed. Sellers were fined heavily for shortfall in weighing/measuring, passing off inferior products, adulteration and cartelsing.

India has been pioneer in consumer protection and a source of inspiration to other countries. We had a unique Consumer Protection Act (COPRA), 1986 which was passed after years of lobbying by various consumer organisations including CUTS. The Act provides not only easy and quick redressal of their grievances but also a mechanism to promote and protect their interests.

The Act is now 25 years old yet majority of consumers do not have proper information about their rights and the procedures involved to access these. Adding to this, now there is drastic change in the scenario. Globalised market and emergence of various new services has posed many new serious threats and challenges before consumers. Unfair, restrictive and monopolistic trade practices are being used to maximise profits by the business community.

Given this imperative, CUTS International is implementing this three-year project entitled 'Grassroots Reachout & Networking in Rajasthan through Consumer Action' (GRANIRCA) to address these challenges and opportunities. For more than 25 years, CUTS is an intrinsic part of the Indian consumer movement and is its flag-bearer in national and international arena.

This training manual has been prepared by GRANIRCA project team, to help in imparting effective trainings to prepare a cadre of grassroot consumer activists on various issues related to consumer protection, with special focus on the state of Rajasthan. The draft prepared by Amarjeet Singh was reviewed and further developed with valuable inputs by other team members: Deepak Saxena, Arjun Kant Jha and Nikita Srivastva. This manual covers basic information

required for training of grassroot level consumer activists and provides maximum information related to problems faced by consumers in their day to day life. We gratefully acknowledge the contribution of Madhuri Vasnani in editing and that of Mukesh Tyagi and Rajkumar Trivedi in the layout of the manual.

It would have not been possible without the valuable insight and guidance of Bipul Chatterjee, Deputy Executive Director, CUTS and Pradeep S Mehta, Secretary General, CUTS. We also thank them not only for this but also nurturing the consumer movement in India and abroad.

Last but not least we are grateful to the Department of Consumer Affairs, Ministry of Consumer Affairs, Food and Public Distribution, Government of India for providing financial support for the project including the publication of this manual.

Words alone cannot convey our sincere gratitude to each and every individual who have contributed in every small way towards bringing out this manual. But it is only words that this world thrives on. We express our sincere gratefulness to all, without whom the smooth and successful implementation of the project would not have been possible.

Jaipur
October 2010

George Cheriyan
Director, CUTS &
Head, CUTS Centre for Consumer
Action, Research & Training

Abbreviations

AGMARK	Agricultural Marketing
ASCI	Advertisement Standards Council of India
ASRC	Advertisement Standards Regulatory Commission
BIS	Bureau of Indian Standards
BSNL	Bharat Sanchar Nigam Limited
CART	Centre for Consumer Action, Research & Training
CCFS	Central Committee for Food Standards
CCPC	Central Consumer Protection Council
CERC	Central Electricity Regulatory Commission
CHIAS	Complaints Handling, Information and Advisory Services
CI	Consumers International
COPRA	Consumer Protection Act
CSO	Civil Society Organisation
CUTS	Consumer Unity & Trust Society
CWF	Consumer Welfare Fund
DCF	District Consumer Forum
DGHS	Directorate General of Health Services
GDA	Ghaziabad Development Authority
GRANIRCA	Grassroots Reachout & Networking in Rajasthan through Consumer Action
GSM	Global System for Mobile Communications
IOCU	International Organisation of Consumer Unions
IPR	Intellectual Property Right
IRDA	Insurance Regulatory and Development Authority
ISI	Indian Standard Institute
IVR	Interactive Voice Response
LPG	Liquefied Petroleum Gas

MDG	Millennium Development Goal
MRTP	Monopolies and Restrictive Trade Practice
NCDRC	National Consumer Disputes Redressal Commission
NDNC	National Do Not Call
NGO	Non-government Organisation
RBI	Reserve Bank of India
RERC	Rajasthan Electricity Regulatory Commission
SBI	State Bank of India
SEBI	Securities and Exchange Board of India
SMS	Short Message Service
TDSAT	Telecom Disputes Settlement and Appellate Tribunal
TRAI	Telecom Regulatory Authority of India
UNGCP	United Nations Guidelines for Consumer Protection
WTO	World Trade Organisation

1

Introduction

1.1 Project Overview and Objectives

Lack of consumers' access to adequate information, improper understanding about the redressal mechanism/procedure as well as other socio-economic vulnerabilities of consumers, are the reasons that despite unique and very progressive laws for consumer protection, consumers are still struggling to get justice.

To address the problem, CUTS is partnering with the Department of Consumer Affairs, Ministry of Consumer Affairs, Food and Public Distribution, Government of India under the Consumer Welfare Fund (CWF) to implement the project entitled, 'Grassroots Reachout & Networking in Rajasthan through Consumer Action' (GRANIRCA) in 12 districts of Rajasthan. The purpose of this project is to enhance strong consumer movement at the grassroots in seven divisions of the State by ensuring an enabling environment for protecting consumer's interests, which will, in turn, would contribute towards the national interest.

For more information, please visit: www.cuts-international.org/CART/GRANIRCA/index.htm

Though the project is being implemented in only 12 districts at pilot basis but it intends to be a successful model for replication and scale up in other districts or states in India and elsewhere.

Expected Outcomes

- *Empowerment:* People will be assertive consumers to uphold their rights and fight for justice.
- *Questioning Society:* Civil society organisations (CSOs) will act as 'watchdogs'.
- *Improvement:* Better service delivery and efficient redressal mechanism in place.
- *Enabling Environment:* Protecting consumers' interests, which will ultimately create an enabling environment towards protecting the state interest.
- *Good Governance:* Contribute towards achieving the Millennium Development Goals (MDGs).

- *Replicable Model*: Result in a model of empowering consumers through networking, and thus offer a model for further expansion in the identified district and elsewhere.

Project Activities

- State launch cum orientation of district partners.
- Research activities that include identification of NGOs, diagnostic survey of consumer protection, needs assessment, field study, data collection, compilation analysis on relevant consumer issues.
- 72 Public interfaces and outreach meetings on consumer issues.
- 36 District level training workshops in each of the 12 districts.
- Three State feedback roundtables to share the learnings from various districts to build strengthen the network.
- 12 Media sensitisation workshops in each of the 12 districts, and two at the state level.
- Advocacy with the government agencies in identified divisions, state and the Central Government.
- Complaints Handling, Information and Advisory Services (CHIAS) through a dedicated cell.
- Publication of reports, briefing papers/newsletters and creation of a programme website and a collective communication device for wider outreach.

1.2 Why This Training Manual?

Apart from ignorance of consumer about their rights and general apathy to take legal action, there are various new challenges, such as cyber crimes, financial frauds and misuses, spurious and fake products, IT & ITES services, data theft, hacking, fishing mails, intellectual property rights (IPRs), mass media campaigns, aggressive marketing, imported products, international trade, new regulatory regime, new products such as genetically modified products and new services like aviation, telecom, unfair trade practices/cartels are adversely affecting consumer rights. Only laws cannot provide consumer protection unless consumers are aware of their rights and capable to protect themselves.



So the objective of organising trainings under the project is to prepare an informed cadre of consumer activists at grassroots level as well as informed media activists to raise consumer issues in media, to attract the attention of policy maker, service providers and common man as consumer. This training manual has been prepared by CUTS for conducting effective trainings on various issues related to consumer protection, with special focus on the state of Rajasthan.

2

Brief History of Consumer Movement

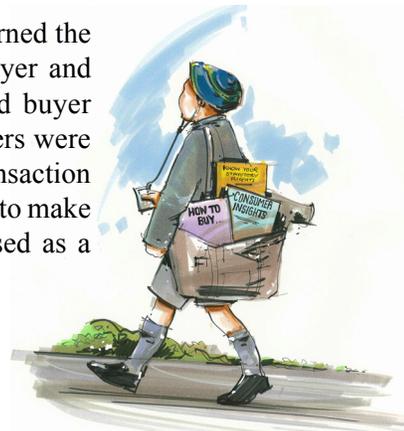
Mahatma Gandhi said ‘A consumer is the most important visitor on our premises. He is not dependent on us we are on him. He is not an interruption to our work, he is the purpose of it. We are not doing a favour to a consumer by giving opportunity. He is doing us a favour by giving an opportunity to serve him.’

In the olden days, the principle of ‘Caveat Emptor’, governed the relationship between seller and the buyer. In the era buyer and seller came face to face, seller exhibited his goods and buyer thoroughly examined them before purchasing them. Buyers were supposed to use all care and skill while entering into transaction with seller. The maxim relieved the seller of the obligation to make disclosure about the quality of the product. This was used as a shield by the seller in exploitation of the consumers.

The rampant exploitation gave rise to the demand for protection of consumer rights and rise of consumer movement all over the world. On March 15, 1962, in his speech during discussion on the ‘Bill for Consumer Rights’ in Congress John F. Kennedy, President, US remarked “If a consumer is offered inferior products, if prices are exorbitant, if drugs are unsafe or worthless, if the consumer is unable to choose on an informed basis, then his dollar is wasted, his health and safety may be threatened, and national interest suffers.” He gave American consumers four basic rights:

1. The Right to Safety
2. The Right to Choose
3. The Right to Information
4. The Right to be Heard

March 15, is being observed as ‘World Consumers Right Day’ since 1983. The Consumers International (CI), formerly International Organisation of Consumer Unions (IOCU), the umbrella



body of consumer organisations worldwide, expanded the charter of consumers' rights four to seven. On this basis, UN in April 1985 adopted its United Nations Guidelines for Consumer Protection (UNGCP) and later in the year 1999 one more right was added in the list. This charter had a universal significance as it symbolised the aspirations of the poor and disadvantaged. Now as per UNGCP, consumers have following eight rights:

1. Basic Needs
2. Safety
3. Information
4. Choice
5. Representation
6. Redress
7. Consumer Education
8. Sustainable Consumption

Following the UN Guidelines and growing demand from consumer organisations, India also enacted the Consumer Protection Act (COPRA), 1986. The Act received the assent of the President on December 24, 1986, so every year **December 24**, is celebrated as 'National Consumer Day' in a big way. Consumer is sovereign and customer is the king – these adages are no more than myths in the present scenario, particularly in the developing societies. However, it has been realised rightly that the consumer protection is a socio-economic programme to be pursued by the government as well as the business, as the satisfaction of the consumers is in the interest of both. In this context, the government, however, has a primary responsibility to protect the consumers' interests and rights through appropriate policy measures, legal structure and administrative framework.

3

Introduction to Consumer Protection Act, 1986

Before the enactment of COPRA, 1986 many other laws like Indian Contract Act, Sale of Goods Act, 1930; Drugs (Control) Act, 1950; Prevention of Food Adulteration Act, 1954; Essential Commodities Act, 1955; Essential Services Maintenance Act, 1968; Trade and Merchandise Marks Act, 1958; Monopolies and Restrictive Trade Practices (MRTP) Act, 1969 etc. were in place to protect consumer interests to some extent. But to get relief under those laws the legal process was very complicated, expensive, time consuming and lengthy. So to protect the interests of consumers and provide speedy and simple redressal to consumer disputes, the COPRA, 1986 was enacted.



The open market competition is the key to ensure better services to consumers. So to boost and regulate competition, India enacted a Competition Act, 2002 (amended in 2007).

The Competition Act is a comprehensive legislation, which deals with matters of competition and monopolies. The Act established a regulatory authority, i.e. a Competition Commission for implementation of the Competition Act.

The COPRA applies to all goods and services unless specifically exempted by the Central Government. It covers all sectors – private, public and cooperative. The provisions of the Act are compensatory in nature. It provides adjudicatory authorities, which are simple, speedy and less expensive. It also provides for consumer protection councils at the national, state and district levels. The provisions of this Act are in addition to and not in derogation of the provisions of any other law for the time being in force.

Objective of the Act	Some Special Characteristics of the COPRA, 1986
<p><i>The Preamble clearly states the objective of the Act as follows:</i> 'An Act to provide for better protection of the interests of consumers and for that purpose to make provision for the establishment of consumer councils and other authorities for the settlement of consumers' disputes and for matters connected therewith.</p>	<ul style="list-style-type: none"> • Simple Procedure • No Need of Advocates • Cost to Complainant • Time Bound Proceeding • Quasi Judicial System • Prevention of Misuse • Consumer Protection & Welfare Provisions

These are six consumer rights ensured under COPRA, 1986

- 1. Right to Safety:** It means right to be protected against the marketing of goods and services, which are hazardous to life and property. The purchased goods and services availed of should not only meet their immediate needs, but also fulfil long term interests.

Before purchasing, consumers should insist on the quality of the products as well as the guarantee of products and services. They should preferably purchase quality marked products such as ISI, AGMARK, etc.

- 2. Right to be Informed:** It means right to be informed about the quality, quantity, potency, purity, standard and price of goods so as to protect the consumer against unfair trade practices (UTPs).

Consumer should insist on getting all the information about the product or service before making a choice or a decision. This will enable him to act wisely and responsibly and also enable him to desist from falling prey to high-pressure selling techniques.

- 3. Right to Choose:** It means right to be assured, wherever possible of access to variety of goods and services at competitive price. In case of monopolies, it means right to be assured of satisfactory quality and service at a fair price. It also includes right to basic goods and services. This right can be better exercised in a competitive market where a variety of goods are available at competitive prices.

- 4. Right to be Heard:** It means that consumer's interests will receive due consideration at appropriate forums. It also includes right to be represented in various forums formed to consider the consumer's welfare.

5. Right to Seek Redressal: It means right to seek redressal against UTPs or unscrupulous exploitation of consumers. It also includes right to fair settlement of the genuine grievances of the consumer. The 3-tier redressal mechanism has been provided under the Act.

Consumers must make complaint for their genuine grievances. Many a times their complaint may be of small value but its impact on the society as a whole may be very large.

6. Right to Consumer Education: It means the right to acquire the knowledge and skill to be an informed consumer throughout life. Ignorance of consumers, particularly of rural consumers, is mainly responsible for their exploitation. They should know their rights and must exercise them. Only then real consumer protection can be achieved with success.

It is pertinent to mention here that two more rights mentioned in UN guidelines as 'right to basic need' and 'sustainable consumption', which are not ensured under the COPRA in India.

4

Definition of Key Phrases

The moment a person comes into this world, he starts consuming. He needs milk, clothes, oil, soap, water and many more things and these needs keep taking one form or the other all along his life. Thus, we all are consumers. When we approach the market as a consumer, we expect value for money, i.e. right quality, quantity, price, information about the mode of use etc. But there may be instances where a consumer is harassed or cheated. He may be supplied with goods, which do not perform as per their description or have one or more defects. Likewise, in case of services, there may be deficiency.

So to seek protection under the COPRA we need to understand definition of following key phrases:

4.1. Consumer

As per Section 2 (d) “Consumer” means:

- Any person who buys any goods or hires or avails of any services for a consideration. *(The consideration must be paid or promised or partly paid or partly promised, or under any system of deferred payment)*
- Any approved user of such goods
- Any approved beneficiary of such services
But does not include a person who obtains such goods for resale or any commercial purpose or avails of such services for any commercial purpose

Explanation: – For the purposes of this clause, ‘commercial purpose’ does not include use by a person of goods bought and used by him and services availed by him exclusively for the purposes of earning his livelihood by means of self-employment.

Example: A purchased a bulb from B for rupees 10 to use in his house; he is a consumer.

4.2 Defect

As per Section 2 (f) defect means any fault, imperfection or shortcoming in the quality, quantity, potency, purity or standard which is required to be maintained by or under any law for the time being in force under any contract, express or implied or as is claimed by the trader in any manner whatsoever *in relation to any goods*.

Example: *A purchased a one litre pack of milk and it was found that the milk was only 900ml. It is a defect in that product. A can file a complaint in consumer forum against that.*

4.3 Deficiency

As per Section 2 (g) it means any fault, imperfection, shortcoming or inadequacy in the quality, nature and manner of performance which is required to be maintained by or under any law for the time being in force or has been undertaken to be performed by a person in pursuance of a contract or otherwise in relation to any service.

Example: *A bought a ticket of an AC bus from Jaipur to Delhi, but after reaching Kotputly the AC of the bus stopped working. It is deficiency in service by the Bus operator, for which A can seek compensation.*

4.4 Unfair Trade Practice

As per Section 2(R) it means a trade practice which, for the purpose of promoting the sale, use or supply of any goods or for the provision of any service, adopts any unfair method or unfair or deceptive practice including any of the following practices, namely:

- (1) The practice of making any statement, whether orally or in writing or by visible representation which
- (i) falsely represents that the goods are of a particular standard, quality, quantity, grade, composition, style or model;
 - (ii) falsely represents that the services are of a particular standard, quality or grade;
 - (iii) falsely represents any re-built, second-hand, reno-vated, reconditioned or old goods as new goods;
 - (iv) represents that the goods or services have sponsorship, approval, performance, characteristics, accessories, uses or benefits, which such goods or services do not have;
 - (v) represents that the seller or the supplier has a sponsorship or approval or affiliation which such seller or supplier does not have;
 - (vi) makes a false or misleading representation concerning the need for, or the usefulness of, any goods or services;

- (vii) gives to the public any warranty or guarantee of the performance, efficacy or length of life of a product or of any goods that is not based on an adequate or proper test thereof;
- (viii) makes to the public a representation in a form that purports to be –
 - A warranty or guarantee of a product or of any goods or services; or a promise to replace, maintain or repair an article or any part thereof or to repeat or continue a service until it has achieved a specified result, if such purported warranty or guarantee or promise is materially misleading or if there is no reasonable prospect that such warranty, guarantee or promise will be carried out;
- (ix) materially misleads the public, concerning the price at which a product or like products or goods or services, have been or are, ordinarily sold or provided, and, for this purpose, a representation as to price shall be deemed to refer to the price at which the product or goods or services has or have been sold by sellers or provided by suppliers generally in the relevant market unless it is clearly specified to be the price at which the product has been sold or services have been provided by the person by whom or on whose behalf the representation is made; and
- (x) gives false or misleading facts disparaging the goods, services or trade of another person.

(2) Permits the publication of any advertisement whether in any news-paper or otherwise, for the sale or supply at a bargain price, of goods or services that are not intended to be offered for sale or supply at the bargain price, or for a period that is, and in quantities that are, reasonable, having regard to the nature of the market in which the business is carried on, the nature and size of business, and the nature of the advertisement.

Explanation – For the purpose of clause (2), ‘bargaining price’ means –

A price that is stated in any advertisement to be a bargain price, by reference to an ordinary price or otherwise, or

A price that a person who reads, hears or sees the advertisement, would reasonably understand to be a bargain price having regard to the prices at which the product advertised or like products are ordinarily sold;

(3) Permits the offering of gifts, prizes or other items with the intention of not providing them as offered or creating impression that something is being given or offered free of charge when it is fully or partly covered by the amount charged in the transaction as a whole; the conduct of any contest, lottery, game of chance or skill, for the purpose of promoting, directly or indirectly, the sale, use or supply of any product or any business interest.

(3A) Withholding from the participants of any scheme offering gifts, prizes or other items free of charge, on its closure the information about final results of the scheme.

(4) Permits the sale or supply of goods intended to be used, or are of a kind likely to be used, by consumers, knowing or having reason to believe that the goods do not comply with the standards prescribed by competent authority relating to performance, composition, contents, design, constructions, finishing or packaging as are necessary to prevent or reduce the risk of injury to the person using the goods;

(5) Permits the hoarding or destruction of goods, or refuses to sell the goods or to make them available for sale or to provide any service, if such hoarding or destruction or refusal raises or tends to raise or is intended to raise, the cost of those or other similar goods or services.

(6) Manufacture of spurious goods or offering such goods for sale or adopts deceptive practices in the provision of services.

Example: The shopkeeper sold a fan to Shayam claiming to be ISI marked and made of a particular company. On reaching home Shayam found that no seal of ISI was there on the fan and it was made of by another local company then claimed. It is a case of unfair trade practice by the shopkeeper.

4.5 Restrictive Trade Practice

As per Section 2 (nnn) it means a trade practice which tends to bring about manipulation of price or conditions of delivery or to affect flow of supplies in the market relating to goods or services in such a manner as to impose on the consumers unjustified costs or restrictions and shall include:

- (a) Delay beyond the period agreed to by a trader in supply of such goods or in providing the services which has led or is likely to lead to rise in the price; and
- (b) Any trade practice which requires a consumer to buy, hire or avail of any goods or, as the case may be, services as condition precedent to buying, hiring or availing of other goods or services.

Example: Sanjeev went to a LPG gas agency to get a new gas connection, where the manager asked him to first buy a gas stove from the agency in order to get new gas connection. It is called a restrictive trade practice.

5

Grievance Redressal Mechanism under the COPRA, 1986

5.1 Who Can File a Complaint?

- Any aggrieved consumer,
- Any recognised consumer association,
- One or more consumers, where there are numerous consumers having the same interest, with the permission of the District Forum,
- The Central Government or the state governments, and
- In case of death of consumer, his/her legal heirs or representatives.



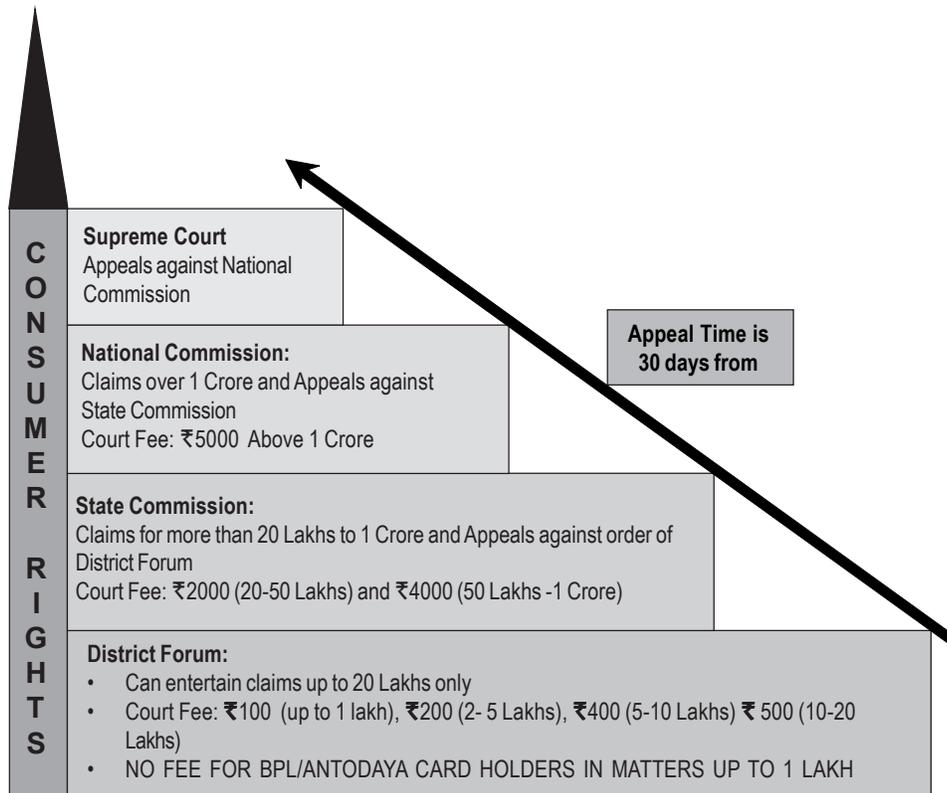
5.2 What Constitutes a Complaint?

An allegation in writing made by the complainant that:

- Any unfair trade practice or restrictive trade practice has been adopted by any trader.
- The goods bought or agreed to be bought suffer from one or more defects.
- Services hired/availed or agreed to be hired/availed suffer from deficiencies in any respect.
- That a trader has charged for the goods or services mentioned in the complaint, a price in excess of the stipulated price:
 - (i) fixed by or under any law for the time being in force
 - (ii) displayed on goods
 - (iii) displayed on any package containing such goods
 - (iv) that goods or services which are hazardous to life and safety of the public are being offered to the public

A complaint should contain the following information:

- (a) The name, description and address of the complainant.
- (b) The name, description and address of the opposite party or parties.
- (c) The facts relating the complaint and when and where it arose.
- (d) Documents 'if any' in support of allegations.
- (e) The relief, which the complainant is seeking.
- (f) The complaint should be signed by the complainant or his/her authorised agent.



5.3 Where to File a Complaint?

Subject to financial jurisdiction, a complaint shall be filed in a District Forum within the local limits of whose jurisdiction:

- The opposite party actually and voluntarily resides or carries on business or has a branch office or personally works for gain, or
- Any of the opposite parties, where there are more than one, actually and voluntarily resides, or carries on business or has a branch office, or personally works for gain,
- The cause of action, wholly or in part, arises.

5.4 How to Complain?

As per Rule 7 of the Consumer Protection Regulations, 2005, when a complaint is filed in District Forum or State Commission it shall be filed in three sets and when it is filed in the National Commission it shall be filed in four sets with additional sets equal to the number of opposite party(ies)/respondent(s).

Every complaint shall clearly contain particulars of dispute and the relief claimed and also be accompanied by copies of such documents as are necessary to prove the claim made in the complaint.

5.5 Requisite Fee

As per Rule 9A of the Consumer Protection Rules, 1987 and further amended by the Consumer Protection (Amendment) Rules, 2005, consumer need to pay certain fee with a complaint, as mentioned in table 1:

Table 1: Total Value of Goods or Services and Compensation Claimed		Amount of fee payable in ₹
District Forum		
1.	Up to 1,00,00,0 – For complainants who are under the Below Poverty Line, holding <i>Antyodaya Anna Yojana</i> cards	Nil
2.	Upto 1,00,00,0 – For complainants other than <i>Antyodaya Anna Yojana</i> cards holders	100
3.	Above 1,00,00,0 but less than 5,00,00,0	200
4.	Above 5,00,00,0 and up to 10,00000	400
5.	Above 10,00000 and up to 20,00000	500
State Commission		
6.	Above 20,00000 and up to 50,00000	2000
7.	Above 50,00000 and up to 10,0000000	4000
National Commission (Above 10,0000000)		5000

5.6 Some Tips for Making a Complaint

5.6.1. Gather all the supporting evidences for the problem

Collect the broken or faulty item, its packaging, the receipt or proof of purchase etc. In the case of a service going wrong, it would be wise to take photographs of any damage that has been done, such as water stains caused by a faulty repair on a roof. If one still have any of the original documentation, keep it and give the company copies if requested.

5.6.2. Explain what the problem is?

This can be done by telephone (make a note of the conversation), face to face or by writing a letter (if so send it by recorded delivery so that one should have proof of receipt). If one receive an answer within a reasonable time (usually 15 working days), and the remedy proposed is offers a satisfactory solution, then there is no dispute.

If, however, they fail to respond after 15 working days, one should send a further letter warning them to take further legal action.

5.6.3. A more formal letter detailing the current situation regarding the complaint

It should explain what is grievance and relief one should expect, whilst giving the individual or company sufficient time to respond, put forward a date by which one require a reply. Explain that if they fail to respond, or correct the problem by this time, one will resort to other measures (such as taking the dispute to the consumer forum, or getting a solicitor involved etc). This letter should be sent by registered post so that it is possible to prove it has been received.

5.7 Relief Available to Consumers

Depending on the facts and circumstances, consumer forums may give order for one or more of the following relief under Section 14 of the Act:

1. Removal of defects from the goods;
2. Replacement of the goods;
3. Refund of the price paid;
4. Award of compensation for the loss or injury suffered;
5. Removal of defects or deficiencies in the services;
6. Discontinuance of unfair trade practices or restrictive trade practices or direction not to repeat them;
7. Withdrawal of the hazardous goods from being offered to sale.

5.8 Time Limits

- To file a complaint: Section 24 A: Two year from the date when the cause of action arises.
- To dispose of complaint by Forum: Section 13 (3A): Within a period of three months from the date of receipt of notice by opposite party or within five months if it requires analysis or testing of commodities.
- Appeal: Within 30 days of the order.

No appeal by a person, who is required to pay any amount in terms of an order of the National Commission shall be entertained by the Supreme Court unless that person has deposited in the prescribed manner 50 percent of that amount or ₹50,000, whichever is less. Similarly, there is a requirement for depositing ₹35,000 and ₹25,000 respectively in case of appeals to the National and state commissions.

5.9 Compliance of Orders

Section 25: Where an *interim order* made under this Act, is not complied with the forum, may order the property of the person, not complying with such order to be attached. If the attachment remain in force for more than three months at the end of which, if the non-compliance continues, the property attached may be sold and out of the proceeds thereof, the Forum may award such damages as it thinks fit to the complainant.

Section 27: (1) Where a person fails or omits to comply with any order made by the Forum, he shall be punishable with imprisonment for a term which shall not be less than one month but which may extend to three years, or with fine which shall not be less than ₹2,000 but which may extend to ₹10,000 or with both.

6

Precautions to be Taken by Consumers

While protecting money and avoiding being a victim of fraud, one should keep these things in mind:

1. Think twice before sharing personal information like password /pin etc.
2. Do not buy under stress. Research suggests senior citizens, people in crisis (e.g., coping with a death or debt), college students, small business owners, minorities, and immigrants are especially at risk of being victimised. Avoid making big-ticket purchases during times of duress.
3. Ensure that the products are eco-friendly.
4. Check the quality, quantity, contents, price, dates (manufacturing/expiry), specifications, ownership etc.
5. Read and understand carefully all the term/conditions before buying or signing any contract or buying any product or hiring any service.
6. Do comparative analysis of items before purchase.
7. Demand for proper bills and guarantee/warranty cards.
8. Oppose immediately to the seller/service provider, if any defect/deficiency is found.
9. Consult any consumer organisation or advocate if grievance is not redressed and take legal action to protect your rights.

7

Key Consumer Issues

7.1 Food Items & Packaged Commodities

Ram purchased a bottle of popular brand of jam. Luckily, before opening the bottle, he spotted a housefly. As a smart consumer he did not opt for mere exchange with another bottle. He instead approached a Consumer District Forum. He was awarded a compensation of ₹10,000. The Consumer Court rejected the plea of the manufacturer that the consumer having not consumed the jam had not been harmed and, therefore, the only relief he could ask for was exchange with a new bottle. However, the court held that had the bottle been opened, company would have never accepted its fault and might have suggested that it was a move to bring a bad name to the company. House fly in a consumable item was a serious health hazard and it, therefore, warranted punitive damages to be awarded.



Likewise, a soft drink, which was found to be fungus infected was held to be defective thereby entitling the consumer to claim relief (*Narayan Vyankatkrishnan Iyengar vs Shakti Foods, 1994) 2 CPJ 652 (Mah).*

Again, bursting of a pressure cooker causing injury to the user shall allow the buyer to claim compensation for defective goods (*TT (Pvt.) Ltd. vs Akhil Bhartiya Grahak Panchayat II [(1996) CPJ 239 NC]*).

Food is one of the essentials to sustain life. Access to pure, nutritious food, free from any type of adulteration is the genuine expectation of every citizen. The provisions of the Prevention of Food Adulteration Act and the Rules are enacted to take care of the menace of food adulteration apart from Sections 272 and 273 of Indian Penal Code, 1860. To keep pace with demand and marketing of new and specialised food articles, The Prevention of Food Adulteration Rules, 1955 was amended from time to time.

7.2 Telecom

Shanmugam Chemical Industries vs. Telecom Department and Others

1995(2) CPR 201, P.202,203/NCDRC

The consumer industry applied for a telephone connection on August 17, 1988, under non-OYT special scheme, through their manager but telephone connection was not provided by the department. So they filed a consumer complaint in the District Consumer Forum and finally the National Consumer Disputes Redressal Commission (NCDRC) held that the ends of justice would be met by an award of ₹10,000. At the same time, the NCDRC also felt that the public funds in the hands of the department should not be burdened with the payment of such compensation, particularly when the mischief is apparent and can easily be located. Hence, the Commission directed that the amount of ₹10,000 should be paid to the complainant firm within a period of 60 days from the date of the receipt of the order and thereafter the said amount should be recovered from the emoluments of the erring official/s responsible for this mischief.

Source: *'Using Consumer Law to Improve Governance', Pradeep S. Mehta, CUTS, August 2008*



India has the second largest population of telecom service users in the world but the awareness level of *telecom consumers* is drastically low and service providers are taking benefit of their ignorance. Still there are endless issues of consumer exploitation in the telecom sector. After the reforms initiated in early 90s, the sector has witnessed several developments on the policy and regulation front.

7.2.1 Issues

There are various issues such as tariff related, unsatisfactory services, over billing, value added services, deactivation without approval and security deposits.

The Telecom Regulatory Authority of India (TRAI) is mandated to protect interests of the telecom consumer and has passed various regulations for the same, gist of some is given below:

Tariff related Issues

- The service provider should inform the customer within a week of activation of service the complete tariff plan and should also convey any changes to any item of tariff.
- The service provider cannot increase tariff on any item within six months of enrolment in a tariff plan.
- The customer is free to move from one tariff plan to another without paying any fee for migration.

- Hike in any tariff item is prohibited in tariff plans with prescribed period of validity of more than six months including lifetime or unlimited validity involving upfront payment.
- Even if the talk time value has exhausted, the pre-paid customers should get all services, which do not affect ‘talk time value’, like incoming calls/SMS etc. during the entire validity period.
- Prepaid customer’s unused balance is to be carried forward if recharged during the grace period specified for the purpose.
- Fixed line and Broadband customers to be given rental rebate for faults pending beyond three days.
- Security deposits are to be refunded after adjustment of dues within 60 days, failing which interest has to be paid @10 percent per annum for the delay.
- Pre-paid customers can be charged for roaming, only if one chooses to make or receive a call while roaming and customers should be informed about this through SMS whenever one roams into another service area.

Value Added Services

No chargeable value added services like music or video related value, such as caller ring back tune, background music, wall paper, etc., shall be provided to a customer without his explicit consent, even if it is provided free of charge, without taking the explicit consent of the consumer. The service provider shall inform the subscriber through Interactive Voice Response (IVR) or voice or Short Message Service (SMS) at least three days before the due date of renewal of a subscribed value added service, the due date for renewal, the charges for renewal and the toll free telephone number for un-subscribing of such value added service.

7.2.2 The Regulator

TRAI was set up in 1997 to regulate the sector. In 2000, the regulatory authority was reconstituted and in addition to TRAI, the Telecom Dispute Settlement and Appellate Tribunal (TDSAT) was created to adjudicate disputes and dispose of appeals.

TRAI has laid down the Quality of Service standards for basic, cellular mobile telephone, Internet (dial-up) and Broadband service. TRAI has also issued the Quality of Service (Code of Practice for Metering and Billing Accuracy) Regulation providing for independent audit of the metering and billing system.

For more information about rules, regulations, orders and laws visit: www.trai.gov.in

7.2.3 Complaint Redressal Mechanism: Telecom Consumers Protection and Redressal of Grievances Regulations, 2007

- If one have a complaint about your telephone service, mobile phone service or broadband service, the first step is to call service provider’s Call Centre on toll free number and obtain the docket number for registration of complaint. Many complaints can be resolved at this stage.

- If one is not satisfied with the redressal of complaint at the Call Centre level, contact the nodal officer of service provider.
- If one is still not satisfied with the redressal of the complaint/grievance by the nodal officer, he/she can appeal to the appellate authority of the service provider.

Table 2: Addresses of Mobile Service Providers for Consumer Complaints in Rajasthan			
Company	Customer Care	Nodal Officer	Appellate Authority
Vodafone	9828098280/ 111	5 th floor, Gaurav Towers, Malviya Nagar, Jaipur Ph: 9828096211 Email: aradhana.sharma1@vodafone.com	5 th floor, Gaurav Towers, Malviya Nagar, Jaipur Ph: 9828096200 E-mail: rajesh.appellate@vodafone.com
Tata Indicom	18002097070	Tata Communications Internet Services Ltd, Old Building Wireless Transmission Station, GK-I, New Delhi - 110 048 Contact No. 9212451517; Fax No. 66505308 Email: Nodalofficer.north@tatacommunications.com	Corporate Centre, plot no. C-21 & C-36, Bandra Kurla Complex, Bandra (E) Mumbai 400051 Phone: (91) (22) 65216898 Fax: (91) (22) 67659303, Email: appellate.authority@tatacommunications.com
Reliance	Wireless: *333 Wireline: *377	Reliance Communications Ltd, D - 69, Sardar Patel Marg, C-Scheme, Jaipur - 302001 Email - Rcomnodalofficer.RJ@relianceada.com Phone: 0141-3031596. Fax: 0141-3031412.	Reliance Communications Ltd, D - 69, Sardar Patel Marg, C-Scheme, Jaipur - 302001 Email Rcomappellateauthority.RJ@relianceada.com Phone: 0141-3031551 Fax: 0141-3031412
Airtel	121	K-21, Sunny House, Malviya Marg, C-Scheme, Jaipur, Rajasthan Ph: 9928034865; Fax: 0141-4044204 E-mail - nodalofficer.raj@airtel.in	K-21, Sunny House, Malviya Marg, C-Scheme, Jaipur, Rajasthan Ph: 9928944865; Fax: 0141-4044204 Email: appellate.raj@airtel.in
Idea	Post Paid: 9887012345 Pre Paid: 4323	Idea Cellular Ltd. 1-2, Jai Jawan Colony, Tonk Road, Jaipur, Rajasthan – 302018 Ph: 9887405656, Fax: 0141-5183738 E-mail: grievance.raj@idea.adityabirla.com	Idea Cellular Ltd. 1-2, Jai Jawan Colony, Tonk Road, Jaipur, Rajasthan - 302018 Ph: +91 9887405900 Fax: 0141-5183738 Email: appellate.raj@idea.adityabirla.com
BSNL	Complaints are being booked on “198”. This Toll Free Service of booking complaints is available in every telephone system. Grievances can be booked on “12727” (for Circle Office) or “1095” (for District Office). For basic services including broadband services: 1500 (toll free number) For GSM Mobile services: 1800-180-1503 or 1503 (toll free number). For Broadband & Internet services: 1800-424-1600 (toll free number). For MPLS & Other Data services: 1800-425-1957 (toll free number).		

* Contacts of BSNL are not included as there is no single number for state but different numbers for districts.

Box 1: Registration Process (1909) in NDNC Registry and Complaint Mechanism

[Extracts from Telecom Unsolicited Commercial Communications Regulations, 2007 (4 of 2007) dated June 05, 2007 and amended later on March 17, 2008]

Consumers are facing problems with telemarketing calls and unsolicited SMSs. Such messages disturb the recipients, intrude into their privacy and impose a cost. Responding to the near hostile expressions of consumers with telemarketing, the TRAI came out with a comprehensive regulation called the Telecom Unsolicited Commercial Communications Regulations in June 2007 for putting in place a mechanism for curbing the unwanted telemarketing calls. The main features of the Regulation are:

- Establishment of a National Do Not Call (NDNC) Registry containing list of telephone numbers of the subscribers who do not want to receive unsolicited commercial calls (UCC).
- Subscribers will get registered in NDNC through telecom operators and it will be effective after 45 days. Subscribers can register in NDNC registry by voice by dialing number '1909' or by sending SMS (STRAT DND) to this number.
- Telemarketers will do scrubbing of their calling list through the NDNC site before making actual calls/SMSs to subscribers.
- Telephone subscriber (landline or cellular) who does not wish to receive UCC can register their telephone numbers with their telecom service providers for inclusion in the NDNC.
- A provision has been made for prescribing higher tariff to discourage telemarketers from making calls to numbers registered in Do Not Call list.
- The defaulter telemarketer could also face disconnection of telecom service.

7.3 Electricity

Your Rights as an Electricity Consumer:

7.3.1 Basic Information

An Electricity provider can be held liable under the act for deficiency of service. Any person who uses and pays for electricity supplied from electricity distribution company becomes a consumer under the COPRA.

The NCDRC has held that the Discoms have a statutory duty to take electricity meter readings every six months and failing which that they cannot then issue a bill for any excess consumption for a time period of over six months. No electricity bill can be sent without taking a meter reading first. Any wrongful charging of late fees will be regarded as a deficiency in service.

Also, if the Discom decides to disconnect supply without notice as a penalty, then it may be regarded as a deficiency in service. Electricity disconnection without any valid ground also amounts to a deficiency in service. However, there will be no question of a deficiency of service if disconnection occurs with respect to a connection to which one was not entitled or to one that was illegal in the first place.

Consumers also need to be aware of the Electricity Act 2003 which consolidates all the laws relating to generation, transmission, distribution, trading and use of electricity in the country. The Act has also helped redress electricity related matters by setting up a Central Electricity Authority, state regulatory commissions and establishment of an Appellate Tribunal.

It is important for a consumer to keep a regular check of electricity meter at all times and keep records of all previous electricity bills. They will be useful in case of any dispute with the the Electricity Board and provide proof of payment, if required.

Bhagwandas vs Assistant Engineer, Jodhpur Electricity Distribution Company, Jaisalmer, Rajasthan Case No. 119/2004, District Consumer Forum, Jaisalmer, Rajasthan
Bhagwandas applied for a new electrical connection and depositing ₹1,700 on January 19, 2004, he did not get the connection, instead, received an electricity bill of ₹430 on August 25, 2004.

The District Consumer Forum directed the Discom to pay ₹2,000 as compensation to complainant and take disciplinary action against the negligent employee(s) and to recover the same amount from his/their salary(ies) and to inform the actions taken to the Forum.



Dakshin Haryana Bijli Vitran Nigam Limited and Others; & Uttari Haryana Bijli Vitran Nigam Limited and Others vs Megh Raj and others [National Consumer Dispute Redressal Commission, September 11, 2008]

It was held that after inspection of the equipments/gadgets/machines or devices found connected or used, if the assessing officer comes to the conclusion that such consumer is indulging in unauthorised use of electricity, he is required to provisionally assess to the best of his judgment the electricity charges payable by such consumer or by any other person benefited by such use – All the statutory provisions are required to be kept in mind before passing any order either of the provisional assessment or before launching prosecution – Electricity Act, 2003 nowhere empowers the officers concerned to adopt such an arbitrary procedure.

7.3.2 Grievance Redressal Mechanism in Rajasthan

The Electricity Act 2003, required the distribution licensees to set up forum in accordance with the guidelines issued by the Commission, for redressal of consumer grievances. The Rajasthan Electricity Regulatory Commission (RERC) issued *the Guidelines for Redressal of Grievances Regulations, 2008* providing for classification of complaints, setting up of forum at different levels, time frame for redressal of grievances.

1. Every licensee in the State at its Corporate Office will have a ‘Grievance Redressal cum Settlement Forum’ for the redressal of consumers’ grievance in accordance with the guidelines contained in these regulations.
2. The licensee may establish more than one such forum ensuing timely disposal of consumer grievances.
3. The jurisdiction of the forum: Grievances of non-monetary/general nature:
 - Divisional Forum – Grievance of LT supply consumers of the division
 - Circle (District) Forum – Grievance of HT supply consumers of the circle
 - Corporate Forum – Grievance of EHT supply consumers

Grievance of monetary nature

- Sub-divisional Forum – Monetary limit of ₹10,000
- Divisional Forum – Monetary limit of ₹25,000
- Circle (District) Forum – Monetary limit of ₹3,00,000
- Corporate Forum – More than ₹3,00,000

Time frame disposal of grievances

Normally, the grievance will be disposed of in 30 days and in any case not exceeding 45 days from the date of its receipt registration.

Appeal

- If a consumer’s grievance is not redressed by the Forum within the specified time or the consumer is not satisfied with the disposal of his grievance, he will be free to approach the ‘Ombudsman’ appointed by the Commission

D. R. Mathur

Electricity Ombudsman, Rajasthan
Vidyut Viniyamak Bhawan, Near State Motor Garage
Sahkar Marg, Jaipur - 302001

Discoms in Rajasthan has started holding 'Electricity Choupals'

- At Sub-station level: on every Tuesday
- At Sub-division Level: on 10th of every month
- At Circle Level: on 20th of every month

7.4 Banking/Financial Services

According to section 2(1)(d) of the Act a customer of a bank who has a bank account with the bank or a person who purchases a bank draft, hires locker facility or obtains bank guarantee from a bank are all 'consumers' and can prefer complaints under the Act for 'deficiency in service' on the part of the bank or for 'restrictive trade practice or 'unfair trade practice' adopted by the bank.



There are various issues such as wrongful dishonour of bank draft/cheque; wrongful charging on credit/debit card; excess charging on credit and debit card; forcibly taking of hypothecated vehicles; and non-issuance of proper receipts.

Apart from approaching consumer forum, in case of bank related complaint any consumer also can approach the **Banking Ombudsman**.

7.4.1 Grievance Redressal Mechanism

The Banking Ombudsman Scheme is introduced under Section 35 A of the Banking Regulation Act, 1949 by the Reserve Bank of India (RBI) with effect from 1995. The Banking Ombudsman Scheme enables an expeditious and inexpensive forum to bank customers for resolution of complaints relating to certain services rendered by bank. The Banking Ombudsman is a senior official appointed by RBI to redress customer complaints against deficiency in certain banking

Coordinates of Banking Ombudsman

Banking Ombudsman
C/o Reserve Bank of India
Ram Bagh Circle, Tonk Road
Post Box No.12 Jaipur-302004
Tel: 0141-2570357/0141-2570392
Fax: 0141-256222
Email: bojaipur@rbi.org.in

services. The Banking Ombudsman may award compensation not exceeding rupees one lakh to the complainant only in the case of complaints relating to credit card operations for mental agony and harassment. If one is not satisfied with the decision passed by the Banking Ombudsman, one can approach the appellate authority against the Banking Ombudsmen's decision. Appellate Authority is vested with a Deputy Governor of the RBI.

7.4.2 Some Important Cases

HDFC Bank Ltd. vs Balvinder Singh (III)2009 CPJ 40 NCDRC) Date of decision 16/03/2009

The hypothecated vehicle of the consumer (respondent) was forcibly taken into possession by recovery agents of the bank and resold to a third party. The District Forum ordered the bank to pay compensation of ₹4 lakh to the consumer. The State Commission affirmed the order. The National Commission dismissed the petition of the bank against order of the State Commission and also awarded ₹25000 as exemplary cost in the case.

Source: *Using Consumer Law to Improve Governance, Pradeep S. Mehta, CUTS, August 2008*

In ***Punjab and Sind Bank vs Manpreet Singh [1994 (3) CPJ 532***, it was held by the Punjab State Commission that a savings bank account holder is a consumer under the Act. It was observed that difference in the lending and borrowing rates is the consideration for rendering service by the bank. It was also observed that even if the bank does not charge for providing cheque facility to the account holder, it cannot be said that the same is given without consideration.

Source: *Using Consumer Law to Improve Governance, Pradeep S. Mehta, CUTS, August 2008*

Non-issuance of proper receipt: Where the bank did not adjust the loan repaid in its books nor issue proper receipt to the complainant, the award of compensation by the District Forum for deficiency in service was confirmed by the Chattisgarh State Commission in *Jila Sahakari Kendriya Bank vs Sarda Ram Nayak [2004 (2) CPJ 534*.¹

Wrongful Dishonour of Bank Draft: In *SBI vs. N. Raveendran Nair [1992 (2) CPR 400*, the issue before the National Commission was that the bank refused to encash the demand draft on the ground that the signature of one of the two officials of the bank was missing. The State Commission held that the dishonour of the draft was due to the fault of the bank, and therefore, there was deficiency in service by the bank. A compensation of ₹19,500 was awarded for the inconvenience and mental agony caused. The National Commission dismissed the appeal of the bank against the judgement of the State Commission.

1. Briefing Paper by Subash Agarwal on 'Applicability of Consumer Protection Act to Banking Sector'

7.5 Insurance Sector

The insured is always exposed to many kinds of risks in his life, for example, accidents, road accidents, destruction of property, fires, sea perils, floods, earthquakes and other National Calamities. The beneficiaries of the contract of insurance are consumers. In case of some difficulties in the settlement of the claim with insurance companies, the consumer fora have started playing a very important role under the COPRA, 1986. The law of insurance binds insurance companies and consumers. The consumer fora will have to see whether the contract of insurance has been entered into by following all the legal provision governing the contract of insurance before deciding the insurance claim in particular manner.



These are various issues such as unsatisfactorily redressal; partial or total repudiation of claims by the insurance company; payment without interests; delay in policy delivery or settlement of claims; refusal of payment of money back policy; refusal to change the address of the existence insurer; and refusal to accept/honor third party insurer.

7.5.1 Grievance Redressal Mechanism

Other than COPRA, insurance related disputes could also be addressed by the Insurance Ombudsman and the Insurance Regulatory and Development Authority (IRDA).

(a) The Institution of Insurance Ombudsman

It was created by the Government of India Notification dated November 11, 1998 with the purpose of quick disposal of the grievances of the insured customers and to mitigate their problems involved in redressal of those grievances. This institution is of great importance and relevance for the protection of interests of policy holders and also in building their confidence in the system.

Insurance Ombudsman has two types of functions to perform (1) Conciliation, and (2) Award making. The Insurance Ombudsman is empowered to receive and consider complaints in respect of personal lines of insurance from any person who has any grievance against an insurer. The complaint may relate to any grievance against the insurer, i.e. (a) Any partial or total repudiation of claims by the insurance companies; (b) Dispute with regard to premium paid or payable in terms of the policy; (c) Dispute on the legal construction of the policy wordings in case such dispute relates to claims; (d) Delay in settlement of claims; and (e) Non-issuance of any insurance document to customers after receipt of premium.

Coordinates of Insurance Ombudsman for Rajasthan

Insurance Ombudsman,
Office of the Insurance Ombudsman,
2/2 A, Universal Insurance Bldg.,
Asaf Ali Road, **NEW DELHI-110 002.**
Tel.:- 011-23239633; Fax : 011-23230858
Email iobdelraj@rediffmail.com

Ombudsman's powers are restricted to insurance contracts of value not exceeding ₹20 lakh. The insurance companies are required to honour the awards passed by an Insurance Ombudsman within three months.

(b) Insurance Regulatory Development Authority

IRDA has been established to protect the interests of the policyholders. It is the regulatory authority for the insurance sector in India.

Insurance Regulatory and Development Authority

3rd Floor, Parisrama Bhavan, Basheer Bagh HYDERABAD500 004
Andhra Pradesh (INDIA),
Ph: (040) 23381100 Fax: (040) 6682 3334
Email: irda@irda.gov.in
Website: <http://www.irdaindia.org/>

Complaints against Non-life insurance companies can be sent to Assistant Director, (Private Insurers) and Officer on Special Duty (Public Sector Insurers) whereas complaints against life insurance companies can be forwarded to Deputy Director, IRDA.

7.5.2 Important Case

In the case of *C C Choube vs Pankaj Srivastava* the issue was whether an insurance company can be impleaded in the complaint case as co-respondent in all insurance cases. In this case a complaint was filed against a doctor for professional negligence. The doctor made an application to implead the insurance company as co-respondent. The District Forum dismissed the application and State Commission concurred with the Forum. The doctor went into revision to the National Commission and the Commission quashed the orders of both State Commission and District Forum. The National Commission held that it is true that insurance company is not a necessary party to the complaint but indeed it is a proper party in as much as claim against the doctor would be recovered from the insurance companies. If there is any medical negligence found, the insurance companies if there is any medical negligence found against the doctors. The National Commission further held that it would be more appropriate if the insurance company be made co-respondent as subsequently if any order against the doctor is passed there would be no difficulty for the complainant to get the amount from the insurance policy amount.

In another case *Harjot Ahluwalia vs Spring Meadow Hospital* and others, the National Commission had not only permitted the insurance company to be co-respondent but also directed it to pay directly to the complainant the compensation up to the indemnity amount for an act of negligence committed by an unqualified nurse. The Supreme Court upheld this order of the National Commission.

7.6 Health

Medical services are covered under the definition of service under the COPRA and hence deficiency in service is actionable. Service includes rendering of consultation, diagnosis and treatment, both medical and surgical (*Indian Medical Association vs. V P Shantha, 1995 SCALE 273*).



Bhanwar Kunwar vs R.K Gupa (II) 2009 CPJ 193 NCDRC, January 29, 2009

The respondent claimed that he can treat son of the complainant consumer using Aurvedic medicines. After treatment condition worsened and doctor opined that the boy can never grow up as a normal child as the drugs given to him were allopathic medicines, which were not given to children. The National Commission held that the acts of the opposite party amounted to unfair trade practices and ordered to pay compensation.

Prabhat Mukherjee vs Rubi Hospital, Kolkata; National Consumer Disputes Redressal Commission, Hindustan Times, New Delhi, August 18, 2005

The complainant, Mukherjee's son, Sumanta, an electrical engineering student and a budding singer, was on his motorbike when he was hit by a speeding bus. Local residents rushed him to the nearest Rubi Hospital, but the authorities refused to admit and provide immediate succor without immediate payment of ₹15,000. By the time Sumanta's father, Mukherjee, arrived at the hospital and made arrangements to shift him to some other hospital, Sumanta lay on the corridors, unattended, for hours and, ultimately, died on the way. The Commission found the hospital authorities guilty and ordered them to pay Mukherjee ₹10 lakh towards compensation.

Supreme Court Ruling on Medical Negligence, August 05, 2005

In a major relief to medical practitioners, the Supreme Court directed law enforcement agencies not to proceed against doctors accused of rash or negligent act or omission without obtaining an independent and competent medical opinion to support the charges. Noting that cases of doctors being subjected to criminal prosecution were on an increase, a bench comprising Chief Justice R C Lahoti, Justice G P Mathur and Justice P K Balasubramanyan further said a private complaint alleging negligence against a doctor should not be entertained unless the complainant produces before the court a credible opinion by another competent doctor supporting the charge.

A doctor has a legal duty to take care of his patient. Whenever a patient visits a doctor for treatment, there is a contract by implication that the doctor will take reasonable care to treat him. If there is a breach of that duty and if it results in injury or damage, the doctor will be held liable. A doctor is only required to ensure due care in treating the patient. It may be mentioned here that liability in case of medical negligence arises not when the patient has suffered an

injury but when the injury has resulted due to the conduct of the doctor, which has fallen below the standard of reasonable care. As long as the doctor acts in a manner which is acceptable to the medical profession and he treats the patient with due care and skill, the doctor will not be guilty of negligence even if the patient does not survive or suffers a permanent ailment.

These are various issues such as: negligence in treatment; over or access charging by doctors/hospitals; cartel in referring pathological tests to particular labs; and over and mis-prescription by medical practitioner.

7.7 Misleading Advertisement and Consumers

7.7.1 Introduction

The influence of advertisements on consumer choice is undeniable. And it is this fact that makes it imperative that advertisements be fair and truthful. Misleading and false advertisements are not just unethical, they distort competition and of course, consumer choice false and misleading advertisements in fact violate several basic rights of consumers, the right to information, the right to choice, the right to be protected against unsafe goods and services as well as unfair trade practices.



Since advertisements are basically meant to promote a product or a service, one does see some exaggeration in the way they extol the virtues of the product. But, when it goes beyond that and deliberately resorts to false claims or tries to misrepresent facts thereby misleading the consumer then it becomes objectionable.

These are various issues such as violation of consumer's right to information and choice; causing consumer's financial loss and mental agony; and peddling health cures and drugs of questionable efficacy and health gadgets of unknown values.

7.7.2 Redressal Available to Consumers

A number of laws, regulations and codes regulate advertisements and protect the interests of consumers. But only two laws – the COPRA and the Competition Act provide for compensation to the consumers affected by false and misleading advertisements. In fact, under both the laws, false and misleading advertisements are defined as 'unfair trade practice'. So consumer can also file complaints before consumer for a if they came to know of any such unfair trade practice.

Indian Code of Advertisement Standards and Advertisement Standards Regulatory Commission (ASRC) Act is another place, where the aggrieved consumer can get redressal.

Self Regulation by the Advertising Standards Council of India

The Advertising Standards Council of India (ASCI) is trying to inculcate self regulation among its members so that such advertisements do not appear at all ‘Regulate yourself or someone else will’ is its constant refrain. A voluntary body of all those involved in advertising including advertisers, advertising agencies and the media. ASCI has drawn up a comprehensive advertising code for self regulation.

7.8 Housing/Real Estate and Consumer

M K Gupta vs Lucknow Development Authority; *1986-1995 Consumer 278 (NS). Supreme Court of India*

M K Gupta filed a case in the District Consumer Forum that the Lucknow Development Authority (LDA) was not handing over possession of flat even after the payment of the entire dues to the LDA was made. Finally the Supreme Court held that when a statutory body like the LDA uses sub-standard material in construction or



makes misleading representation about the condition of the house, it is denial of the facility or benefit to a consumer and also harassment. Therefore, while dismissing the appeal, it directed that the LDA shall fix the responsibility of the harassment to the consumer and as such ₹10,000 was awarded by the Commission, which shall be recovered from the concerned officers salaries. The LDA was also ordered to pay ₹5,000 to Gupta.

Source: *Using Consumer Law to Improve Governance, Pradeep S Mehta, CUTS, August 2008*

Sanjay Nagar Resident’s Welfare Association vs The Vice Chairman, Ghaziabad Development Authority (GDA) -1995 (2) CPJ 58, P.61; CPR 632/ NCDRC

Sanjay Nagar Welfare Association – an association of the flat owners of Sanjay Nagar, in Ghaziabad town UP – made a complaint to District Consumer Forum that the GDA did not provide essential infrastructural facilities, electricity and water fittings to the consumers and the materials used and the fixtures and fittings provided in the buildings degraded over a period of time, before the houses could be actually occupied and were sub-standard and of very poor quality.

The NCDRC under Section 14 (1)(d) of the COPRA observed that essential infrastructural works were either not provided by the GDA or were sub-standard. It was held that the allottees of the flats be given interest on the amounts collected from them by way of costs of the flats at 15 percent per annum from September 1991 till the work got completed and the housing complex made fit for occupation. Each of the allottees would be entitled to compensation amounting to

₹15,000 on account of the enormous harassment and delay in granting of the possession of the houses from September 1991 and this amount should be recovered from the concerned negligent staff of the GDA.

Source: Using Consumer Law to Improve Governance, Pradeep S Mehta, CUTS, August 2008

These are various issues such as deficiency in booking of property and failing to give possession in time; deposits against booking and pricing; non-refunding the amount deposited; poor construction and not providing standard amenities and proper infrastructure; cancellation of property without prior consent or information; allotment of non-existent site; fraud in purchasing through auction; allotment of alternative property in lieu of agreed; and property sold without approved plans.

7.8.1 Redressal Available to Consumers

The redressal can be made available to all aggrieved consumers in consumer forum and the dispute may rise to the extent of Supreme Court.

8

Standards of Goods

8.1 Food items

The Voluntary Certification Systems in the food products is mainly organised by two bodies. The Bureau of Indian Standards (BIS) is looking after the processed foods and their raw materials, while the Directorate of Marketing and Inspection AGMARK is looking after the standardisation of various raw and finished agricultural produce. Standards are being harmonised with international standards keeping in view the WTO requirements. Certification of agricultural commodities is carried out for the benefit of producer/manufacturer and consumer. Certification of adulteration prone commodities viz. butter, ghee, vegetable oils, ground-spices, honey, wheat *atta* etc. is very popular. Blended edible vegetable oils and fat spread are compulsorily required to be certified under AGMARK. Check is kept on the quality of certified products through 23 laboratories and 43 offices spread all over the country.

8.2 Jewellery

Culturally, Indian people have a great fascination for gold and very often are victim of irregular metal quality. A buyer, for instance, will be told that he has bought gold of 22 carats. When he goes to sell or exchange it he discovers that the gold is actually only of 18 carats, many customers have lost money in this way. Government of India took the cognisance and understood the necessity of protecting the public in its purchases of gold jewellery especially with regard to standards of fineness and the prevention of adulteration, be it deliberate or accidental. Principle objectives of the Hallmarking Scheme are to protect the public against the fraud of adulteration and to oblige manufacturers to maintain legal standards of fineness.

Design of Hallmark on Gold Jewellery



958	Corresponding to 23 Carat
916	Corresponding to 22 Carat
875	Corresponding to 21 Carat
750	Corresponding to 18 Carat
585	Corresponding to 14 Carat
375	Corresponding to 9 Carat



BIS, as the National Standards Body of India is primarily engaged in the preparation and promotion of standards and operation of different quality certification schemes.

BIS Address

Bureau of Indian Standards (New Delhi)

Manak Bhavan,
9 Bahadur Shah Zafar Marg New Delhi 110 002, India
Tel: +91 11 23230131, 23233375, 23239402 (10 lines)
Fax: +91 11 23234062, 23239399, 23239382
Email: info@bis.org.in
Web: www.bis.org.in

Bureau of Indian Standards (Rajasthan)

PrithviRaj Road, Opp- Sunrise Building, Indian Overseas Bank
C-Scheme, Jaipur 302 001
Tel: 0141-2223282, 2223283, 2223284
Fax: 0141-2223286
Email: <mailto:jbo@bis.org.in>

Consumers should before buying insist for standard items to avoid the complaints of Sub-Standard or low quality or faulty items. If they came across any incident of false use of such standards, they should complain to BIS or other standardisation agencies.

9

Other Key Laws for Consumer Protection

9.1 Prevention of Food Adulteration Act 1954

The most important legislation in our country in the area of Food Products is the Prevention of Food Adulteration Act. (PFA-1954). The PFA-1954 Act is the basic statutory regulation intended to protect the common consumer against the supply of adulterated food products. The Act makes provision for prevention of adulteration of food products and lays down that no person shall manufacture for sale, store, distribute any adulterated or misbranded food products not conforming to the Standards laid down under the Rules. Provisions of this Act are mandatory and contravention to these rules leads to both fine and imprisonment. The Central Committee for Food Standards (CCFS) and its various subcommittees under the Directorate General of Health Services (DGHS), Ministry of Health and Family Welfare is responsible for operation and enforcement of the Act.

9.2 Food Safety and Standards Act, 2006

The Food Safety and Standards Act 2006 that parliament enacted four years ago is being implemented as a replacement to PFA, 1954. Among several features, the Act provides a fine from ₹1 lakh to ₹10 lakh and imprisonment ranging from six months to life for those found guilty of adulterating foodstuff.

9.3 Essential Commodities Act 1954

The main objectives of the Act are to regulate manufacture/production, commerce/trading and distribution of the essential commodities including the food products.

9.4 Indian Contract Act, 1872

The Indian Contract Act, 1872 offers protection to the consumer by declaring those contracts, which are the result of fraud, misrepresentation, coercion, undue influence or even mistake as

either voidable (i.e. terminable) at the option of the party aggrieved or void *ab initio*. In other words, the purchaser, if defrauded by the seller misrepresentations about quality, price etc., can seek to terminate the transaction, that is, he can claim refund of price. Besides, he can also claim damages for willful misrepresentation of the seller.

9.5 Sales of Goods Act, 1939

Although this legislation is meant to regulate the sale of goods thereby protecting the interests of both sellers and buyers, yet in essence, it can well be said to be a legislation primarily in the interest of the buyers- the consumers.

Section 14 of 17 of the Act have been designed to protect the interests of the buyers in terms of granting them the remedy of avoiding the transaction, besides the claim for damages, in case certain conditions are not satisfied. The following conditions and warranties are deemed to be incorporated in every contract of sale of goods unless the terms of contract show a contrary intention:

- (i) **Condition as to title or ownership:** There is an implied condition on the part of the seller that in the case of sale, he has a right to sell the goods and that in the case of an agreement to sell, he will have a right to sell the goods, at the time when the property is to pass. As a consequence of this, if the title turns out to be defective, the buyer is entitled to reject the goods and claim refund of the prices well as damages.
- (ii) **Sale by description:** Where goods have been sold by description, there is an implied condition that goods must correspond to description. In case sale is by sample as well as by description, the goods must not only correspond with the sample but also with description.
- (iii) **Condition as to quality or fitness:** The condition offers, exception to the rule of caveat emptor, i.e. let the buyer beware. This condition becomes operative, where the buyer makes his purpose known to the seller and depends on seller's choice who happens to be regularly trading in that commodity.
- (iv) **Condition as to merchant ability:** This condition protects a buyer against any latent or hidden defects in the goods, i.e. defects, which could not be spotted by ordinary physical examination of the goods.
- (v) **Goods to correspond to sample:** Where the sale is described as a sale by sample, the condition requires the 'bulk' to be in accordance with the sample. Besides, the bulk must be merchantable even though sample was un merchantable.
- (vi) **Warranties:** Section 14(b) and 14(c) of the Sales of Goods Act contain provisions whereby a buyer is entitled to claim damages in case the right of quite possession of a buyer is disturbed or the goods purchased turn out to be subject to a charge say hypothecation.

Besides, Section 57 to 59 entitles the buyer to exercise certain rights for non-delivery of goods or for any other breach of the contract. These rights include claim for damages, specific performance etc.

9.6 The Trade and Merchandise Marks Act, 1958

This Act provides a comprehensive law in tune with consumer protection relating to registration and better protection of trademarks in the country. Also it provides for the prevention of the use of fraudulent marks on merchandise in the interest of the consumer in particular and the public in general.

9.7 The Standards of Weights and Measures Act, 1976

As a title of the Act suggests, it aims at introducing standards in relation to weights and measures used in trade and commerce. The ultimate objective is to sub serve the interests of the consumers. The Act, therefore, is essentially a consumer protection measure as every article of manufacturer, subject to the standards of weights and measures under the Act, ultimately finds its application or use by or for the benefit of consumer.

The Act makes special provisions as regards packaged commodities. Also the Standards of Weights and Measures (Packaged Commodities) Rules have been framed. Now days, commodities, including foodstuffs, are being made available in a ready to use condition off the shelf, in packages. This trend of making a large number of items available in a pre-packed condition is picking up very fast. Here comes the question of protecting the interests of consumers. As the commodity is pre-packed a consumer does not know at the time of purchase as to the quantity, quality type, number and size of the contents. Therefore, it is necessary to provide certain rules, which are to be observed by the manufacturers dealers concerning packaged commodities.

Complaints against violation of the Act can be sent to:

Controller of Legal Metrology
(Weights & Measures)
Government of Rajasthan, Udyog
Bhavan, Tilak Marg, Jaipur - 300 001
Ph: 0141-380796, 380727,
Telefax: 380796

9.8 The Prevention of Black Marketing and Maintenance of Supplies of Essential Commodities Act, 1980

This Act is a supplement to the Essential Commodities Act, 1955. The object of this Act is to deal with certain malpractices that the unscrupulous elements like black marketers, hoarders and profiteers may indulge in. Its penal provisions are very stringent. Under this Act, the Central Government, state governments and specified officials of the government have been empowered to order detention of a person, who is found to be acting in any manner prejudicial to the maintenance of supplies of commodities essential to the community. The maximum period for which any person may be detained in pursuance of any detention order cannot exceed six months from the date of detention.

10

Notes for Trainers: Evaluation and Feedback

When planning training there are some basic questions that need to be asked, such as what the participants' background is, and what they expect from the training as well as what skills and knowledge you want to pass on to them.

When training participants who are part of civil society groups and who are attending the training on a voluntary basis, it is important for the trainer to remember, that even if the participants are happy to listen to you, people are often unwilling to devote that extra time and energy to do things they way the trainer has suggested *after* the training. In a way, there is no point in telling people things that they are clearly not going to do.

Building upon the existing knowledge and skills is clearly desirable – and knowing your audience is therefore crucial. In addition however, drawing upon the wide and varied experience of trainees during training is obviously beneficial – it encourages participation and stresses the practical relevance of the materials being presented. Participation enhances the value of training for learners as well as the satisfaction gained by trainers. Learners will be more involved in the training if they can see the relevance of the training and the opportunity to apply the training in practice.

In any training programme evaluation and feedback of the participant is very important to access its effectiveness and further improvement.

The trainees should be asked to provide responses to questions such as:

- their interest in the topics selected for consideration.
- the perceived relevance of the topics for the trainees
- the organisational aspects of the training such as the venue, timing etc.
- the value and quality of the materials that had been circulated.

- the quality of the contributions by the experts or trainers.
- the range, variety and suitability of the training methods adopted.
- which parts of the workshop did you find most useful?
- which parts of the workshop were least useful?
- do you have any suggestions to improve the workshop?

Important Addresses

1. Rajasthan State Consumer Disputes Redressal Commission:

Handloom Haveli, 1st Floor, Ashok Marg, C-Scheme, Jaipur- 302 001

2. National Consumer Disputes Redressal Commission

5th Floor, 'A' Wing, & 7th Floor, 'B' Wing, Janpath Bhavan,
Janpath, New Delhi 110 001

3. The Telecom Regulatory Authority of India

Mahanagar Doorsanchar Bhawan,(next to Zakir Hussain College), Jawaharlal Nehru Marg
(Old Minto Road), New Delhi 110 002

Phone: +91.11.2323 6308 (Reception) 2323 3466, 2322 0534, 2321 3223

Fax: 91.11.2321 3294 (Reception)

Email: ap@traf.gov.in, Website: <http://www.traf.gov.in/Default.asp>

4. Rajasthan Electricity Regulatory Commission

Vidhyut Viniyamak Bhawan, Sahakar Marg, Near State Motor Garage, Jaipur

Phone: 91.141.2741181, 2741016, Fax: 91.141.2741018

Email: recjpr@yahoo.co.in, Website: <http://www.erc.gov.in/index1.htm>

5. National Consumer Helpline

1800-11-4000 Toll free number (from MTNL or BSNL)

Other Users can Dial - 011.27662955.58 (normal call charges applicable)

6. Online Public Grievance Lodging and Monitoring System related to Central

Government Organisations: <http://pgportal.gov.in/>

7. CUTS' Complaint Handling Information and Advisory Service (CHIAS)

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

D-222, Bhaskar Marg, Bani Park Jaipur 302 016, India

Phone: 91.141.5133259, 2282 823/2282 482; Fax: 91.141. 4015395

Email: cart@cuts.org; granirca@cuts.org

Web: www.cuts-international.org/CART/

[Complaints_handling_Information_and_Advisory_Services.htm](#)

References

Banking Ombudsman Scheme:

www.rbi.org.in/scripts/bs_viewcontent.aspx?Id=159

Telecom Issues:

www.trai.gov.in/Default.asp

Introduction to COPRA

<http://ncdr.nic.in/> and <http://www.ccccore.co.in/>

Standards of Goods:

<http://www.bis.org.in/>

Insurance Ombudsman:

<http://www.irda.gov.in/DefaultHome.aspx?page=H1>

Electricity Grievance Redressal Mechanism in Rajasthan:

<http://www.rerc.gov.in/index1.htm>

Annexure

Model Form of Consumer Complaint

BEFORE THE HON'BLE DISTRICT CONSUMER DISPUTES REDRESSAL FORUM AT.....OR

BEFORE THE HON'BLE STATE CONSUMER DISPUTES REDRESSAL COMMISSION AT....OR

BEFORE THE HON'BLE NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION AT NEW DELHI

IN RE: COMPLAINT NO OF 20.....

IN THE MATTER OF:
(FULL NAME, DESCRIPTION & COMPLETE ADDRESS)

—Complainant

VS
(FULL NAME, DESCRIPTION, & COMPLETE ADDRESS) Opposite Party/
parties

COMPLAINT UNDER SECTION 12/ SECTION 17/ SECTION 21 OF THE CONSUMER PROTECTION ACT, 1986.

(a) RESPECTFULLY SHOWETH

INTRODUCTION (In this opening paragraph the complainant should give his introduction as well as that of the opposite party/parties, what they do, what the nature of business/service etc is.

TRANSACTION (In this paragraph complainant should describe the transaction complained of, *i.e.*, particulars and details of goods/services availed; items of goods/kind and nature of

service; date of purchase of goods/ availing of service; amount paid as price/consideration, full or in part towards the goods/service; Photocopies of the bill/cash memo/ voucher or receipt should be attached and properly marked as Annexure – A,B,C and so forth or 1,2,3 and so forth.)

DEFECT/DEFICIENCY (In this paragraph complainant should explain the grievance, *i.e.*, whether the loss or damage has been caused by some unfair trade practice or restrictive trade practice adopted by any trader or there is some defect in the goods or there has been deficiency in service or the *trader* has charged excessive price for goods. One should elucidate the nature of unfair trade practice adopted by the trader, *i.e.*, relating to the quality of goods/services; sponsorship; warranty or guarantee for such period promised. The nature and extent of defects in goods should be explained and so should the deficiency in service. In case of excessive price *one* should specify the details of actual price fixed by or under any law for the time being in force or as set out *on* goods and their packing *vis-a-vis* the price charged by the trader. Complaint can also be filed against offer for sale of goods hazardous to life and safety when used. You should narrate your grievance and rest assured it is being read /heard by compassionate and pragmatic judges. Photo-copies of relevant documents must be attached.)

RECTIFICATION (In this paragraph the complainant should highlight what attempts were made by him to set things right, *i.e.*, personal visits or negotiations; communication in writing if any; whether any legal notice was got served and/or whether he has approached any other agency for redressal like, Civil or Criminal Court of competent jurisdiction; the stage of its proceedings, its outcome, if any, along with copies (certified preferably) of such proceedings. The nature of response got from the trader when irregularities were brought to his notice, should also be disclosed here).

OTHER PROVISIONS

(In this paragraph reference may be made to any other law or rules or regulations of particular procedure which is applicable to the case and/ or which has been violated by the trader and consumer's rights under the same. There are incidental statutory obligations, which traders must fulfil and in case of their failure to do so the case in *prima facie* made out and Forum would take cognizance).

EVIDENCE (In this paragraph complainant should give details of documents and/or witnesses he will rely upon to substantiate his case. The documents attached as Annexures (*Annexure A, B, C and so on*) as stated above may be incorporated in a proper list and a list of witnesses (if any) may be filed similarly. The annexures should be attested as True Copy.

JURISDICTION (In this paragraph complainant should liquidate the claim in the complaint, *i.e.*, upto 20 lakh, 20 lakh to one crore; or above and set out the pecuniary jurisdiction of the Forum/ State Commission/National Commission, as the case may be. The territorial Jurisdiction should be highlighted to obviate any formal objection).

LIMITATION: That the present complaint is being filed within the period prescribed under section 24A of the Act.

RELIEF CLAIM (In this paragraph complainant should describe the nature of relief he wants to claim, *i.e.*, for removal of defects in goods or deficiency in service; replacement with new goods; return of the price or charges, etc., paid and/or compensation on account of financial loss or injury or detriment to his interest occasioned by negligence of the opposite party and elucidate how you have calculated the amount of compensation claimed).

PRAYER CLAUSE: It is, therefore, most respectfully prayed that this Hon'ble Forum/ Commission may kindly be pleased to (Details of relief which complainant wants the Court to grant).

Place:

Dated:

Complainant Through

Advocate or Consumer Association, etc.

Verification

I the complainant above named, do hereby solemnly verify that the contents of my above complaint are true and correct to my knowledge, no part of it is false and nothing material has been concealed therein. Verified this.....day of.....20 at

Sign Complainant

Note: Complainant should file an affidavit in support of the complaint which adds to the truth and veracity of allegations and gives credibility to the cause. It need not be on a Stamp paper but one should get it attested from an Oath Commissioner appointed by a High Court.

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Email: cart@cuts.org; granirca@cuts.org

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