

Using Consumer Law to Improve Governance



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Foreword

‘The importance of the Act lies in promoting welfare of the society by enabling the consumer to participate directly in the market economy. It attempts to remove the helplessness of a consumer who faces powerful business, described as, ‘a network of rackets’ or a society in which, ‘producers have secured power’ to ‘rob the rest’ and the might of public bodies which are degenerating into storehouses of inaction where papers do not move from one desk to another as a matter of duty and responsibility but for extraneous consideration leaving the common man helpless, bewildered and shocked. The malady is becoming so rampant, widespread and deep that the society instead of bothering, complaining and fighting against it, is accepting it as part of life. The enactment in these unbelievable yet harsh realities appears to be a silver lining, which may in course of time succeed in checking the rot”. *Lucknow Development Authority vs M K Gupta 1994 (1) SCC 243.*

The aforesaid law if implemented with diligence and force by all concerned, including the State Governments, ‘consumers of justice’ would not be frustrated.

Rapid industrialisation, entry of multinationals into the market, increase in the purchase power of the consumer, offering of loans by banks, and the rapid change in the habits and tastes of the people have reduced the ‘distance and difference’ between the necessities and luxuries of the past have become the necessities of the present. In addition, in the present day aggressive marketing conditions, where the service providers or traders rule the market and ruin the common man – consumer, i.e. the banks charge usuries rate of interest, drug companies influence the doctors and deprive them of their independence in prescribing the suitable medicine to the patient, where the government authorities pay no heed to the provision of basic necessities, such as supply of pure drinking water, it is the voluntary consumer organisations which comes to the help of consumer who is totally confused and requires protection from the unfair trade practices adopted by the market forces.

All these developments make it necessary that the ‘seller be beware!’ and not the ‘consumer be beware!’, which is a thing of the past. Hence, the sole purpose of this effort is to ensure that ‘the consumer is king and the seller beware’. At this juncture, without hesitation, I say that consumer will be ‘king’, not by enacting numerous laws, but when the voluntary consumer organisations do play an important and pivotal role in the welfare society.

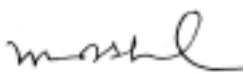
Before the enactment of the Consumer Protection Act, 1986, there were number of remedies available under various legislations, which although provided for the protection of the consumer's interest were found to ineffective, time consuming and not easily accessible to the consumers. Therefore, the Consumer Protection Act, 1986 for protecting the interests of the consumers and giving simple, inexpensive and speedy justice contemplates establishment of the three-tier judicial system starting from the District Forum at the district level to state Commission at the state level and National Commission at the national level. The magnificent feature of this Act, is in addition to and not in derogation with any other law for the time being in force. Quick and simple dispensation of justice is the foundation of the consumer fora. The Act provides that the consumers can approach the said Commissions in case of sale of defective goods or deficiency in service including unfair and restrictive trade practices, In spite of the untiring efforts by the Legislature and the Judiciary, because of lack of sufficient consumer education, the objective of the Act is not fulfilled. The main objective of the Act will be achieved only when consumer is educated about his rights and duties. The objectives of the Consumer Protection Act can be achieved by the effective and efficient role played by the voluntary consumer organisations, like the Consumer Unity & Trust Society (CUTS).

I have the opportunity to go through the contents of the manuscript. The contents of the book are illustrative, simple and directly striking the point without mincing the matters, specifically meant for educating the consumer about the problems being faced by him in the day-to-day life, i.e. problems related to non-receipt of certified copy, non-allotment of plot/flat in time by the Development Authority, non-provision of telephone connection, honouring of forged-cheques by the banks, deficiency in service by public transport undertaking, delay in delivery of money orders by the postal department, etc.

I wish all success to 'Consumer Unity & Trust Society' in their efforts to bring out the book specifically for educating the consumer – the subject and object of exploitation.

For the silver line, contemplated by the Apex Court, to shine in the cloudy sky, the voluntary consumer organisations shall also contributes their might along with the Consumer Councils and the Consumer Fora constitute under the Consumer Protection Act, 1986.

New Delhi
August 30, 2008


(Justice M B Shah)
Former Judge, Supreme Court of India & President,
National Consumer Disputes Redressal Commission

Preface

This is the first of its type of publications, which documents various decisions of the Supreme Court and the consumer fora, established under the Consumer Protection Act (COPRA), 1986. The Act has helped in awarding damages to be paid by the *concerned negligent employees* in a public organisation. Thus, it has helped to improve governance to some extent. The premise of ordering compensation to be paid by the negligent employee is quite simple. In cases where public money is involved, any damages awarded against the body would only mean taxing the tax payer. Therefore, the consumer fora have asked the government body, which has lost a consumer case, to pay the compensation to the aggrieved consumer, but only after establishing the cause of such a happening, and deduct it from the concerned negligent employee(s).

We have not yet attempted any impact study to see how the Act has improved governance. This needs to be done to capture the full splendour of the action.

This document has been assembled from cases which were reported by law journals and, in the case of the district forum decisions, from newspaper reports and inputs received from other consumer activists.

The first such case, to my knowledge, happened in Orissa just about the time when the COPRA 1986 was being implemented. This has been reported in this document as the first one. It is quite interesting and a problem that all citizens in India face on a regular and ubiquitous manner, i.e. getting certified copies of government records for various purposes.

Consequently, a simple matter like getting certified copies from a government office is often a huge drudgery. The fellows in government offices do not work, and will only do so when they have received their bribe. If you do not want to pay the small speed money, then they will make your life miserable.

In this case, which happened sometime in 1989-90, the *Tehsildaar* of Nayapara block in Puri district had to taste the ire of the Orissa State Commission for not having delivered copies of certificates, in spite of a commitment to do so and the poor citizen, Chintamani Mishra having made no less than 16 visits to his

office. The Commission directed the *Tehsildar* and his supervisory officers, the Sub-Divisional Officer and the District Collector to jointly pay damages to Mishra.

However, the Orissa decision did not become a part of our consumer law jurisprudence, until the case of M K Gupta vs. Lucknow Development Authority went up to the Supreme Court. The apex court directed that the damages be paid by the concerned negligent officials rather than the Authority. That became the law of the country and was used liberally by consumer fora in dealing with such cases. This small booklet is our contribution to the literature and we hope that it will be used well by the people of India and the consumer fora.

Research assistance was provided by Deepak Saxena, Programme Officer, CUTS Centre for Consumer Action, Research & Training (CUTS CART), in the compilation of cases and that of Madhuri Vasnani for editing which is gratefully acknowledged.

Jaipur
August 2008

Pradeep S Mehta
Secretary General

1

Harassment for Certified Copies and Compensation for Delay

CASE TITLE	Chintamani Mishra vs. Tehsildaar, Khandapara, District Puri, Orissa <i>1991 (2) CPJ 337 and 1991(2), CPR 24, p. 25/OSCDRC</i>
ISSUES RAISED	<ul style="list-style-type: none"> • Whether the person availing the service is a consumer within the meaning of the Act and whether there is deficiency in services?
GIST	<ul style="list-style-type: none"> • Having applied for certified copies of two orders related to some revenue matters in Khandapara <i>Tehsil</i> of Orissa in September 1989, Chintamani Mishra of Khandapara <i>Tehsil</i>, under the Nayagarh Block, Puri District of Orissa State, filed an application at the <i>Tehsildaar's</i> office of Khandapara, where he was intimated that one copy would be ready by September 30, 1989, whereas the other by January 1990. • Despite the instructions and the promise, the copies could not be delivered on time. Meanwhile, Mishra made 16 visits to the office of the <i>Tehsildaar</i>, but received only false assurances. Following this, Mishra filed a complaint on November 24, 1990, before the Puri District Consumer Forum (DCF) and defended his appeal at the Orissa State Consumer Disputes Redressal Commission.
OUTCOME	<ul style="list-style-type: none"> • Chintamani had paid the requisite fees for the attainment of copies and had an official receipt for the same issued from the office of the <i>Tehsildaar</i>. Hence, the Commission held him to be a consumer of the <i>Tehsildaar</i> office for availing the services in lieu of consideration.

OUTCOME (Cont'd)	<ul style="list-style-type: none">• The Commission also ordered that the negligent officials: the <i>Tehsildaar</i>, the Sub-divisional Officer of Nayagarh Block and the Collector of Puri District should jointly pay an amount of Rs 1200 to Chintamani, on account of enormous delay and harassment, and deliver the certificates. It is reported to have been paid.
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Denied the Possession of Flat in Time

CASE TITLE	M K Gupta vs. Lucknow Development Authority <i>1986-1995 Consumer 278 (NS). Supreme Court of India</i>
ISSUES RAISED	<ul style="list-style-type: none"> • Whether statutory authorities, e.g. Lucknow Development Authority (LDA), Delhi Development Authority (DDA), etc. constituted under the State Act and carrying out planned development, are amenable to COPRA. • Whether the functionaries of a statutory body, while performing duty arbitrarily and causing harassment to the allottees, should personally compensate them.
GIST	<ul style="list-style-type: none"> • M K Gupta filed a case in the District Consumer Forum (DCF) that the LDA was not handing over possession of flat even after the payment of the entire dues to the LDA was made. • The District Forum did not agree with LDA's plea that consumer redressal authorities have no jurisdiction over construction activity and directed them to hand over the possession of the flat to Gupta, as he had made the full payment and completed all the formalities. • The LDA appealed to the State Consumer Disputes Redressal Commission (SCDR), which directed it to pay interest upon the deposit made by Gupta. The LDA was further directed to hand over the possession of the flat, after completing construction or pay the estimated cost of deficient and incomplete construction. • The LDA, instead of complying with the State Commission's orders, approached the National Consumer

<p>GIST (Cont'd)</p>	<p>Disputes Redressal Commission (NCDRC) and raised the question of jurisdiction. It was overruled and the appeal was dismissed. The National Commission directed the LDA to pay Rs 10,000 as compensation for causing harassment, mental torture and agony to Gupta. As its last resort, the LDA appealed in the Supreme Court.</p>
<p>OUTCOME</p>	<ul style="list-style-type: none"> • The Supreme Court held that when a statutory body like the LDA uses substandard 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 Rs 10,000 was awarded by the Commission, which shall be recovered from the concerned officers proportionately from their salaries. The LDA was also ordered to pay Rs 5,000 to Gupta.

3

Deficiency in Providing Essential Infrastructural Services

CASE TITLE	<p>Sanjay Nagar Resident’s Welfare Association vs. The Vice Chairman, Ghaziabad Development Authority (GDA) <i>1995 (2) CPJ 58, P.61; CPR 632/NCDRC</i></p>
ISSUES RAISED	<ul style="list-style-type: none"> • 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.
GIST	<ul style="list-style-type: none"> • Sanjay Nagar Welfare Association – an association of the flat owners of Sanjay Nagar, in Ghaziabad town UP – made a complaint to constructor of Sanjay Nagar, i.e. the GDA regarding the inordinate delay in the provision of essential infrastructural works necessary for the habitation and enjoyment of the houses/flats. • The material used and the fixtures and fittings provided in the buildings became degraded over a period of time and were substandard and of very poor quality before the houses could be actually occupied after the provision of water supply, electricity etc. • On seeing no redressal from the GDA, the case was brought before the NCDRC, through the channels of DCF and the SCDRC.

OUTCOME	<ul style="list-style-type: none">• 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 works got completed and the housing complex made fit for occupation.• Each of the allottees would be entitled to compensation amounting to Rs 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.
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Alloting Disputed Plot

CASE TITLE	B N Venkatesh Murthy and Another vs. Bangalore Development Authority <i>1994(3) CPJ 96,98,99,100; 1994(3) CPR 36/NCDRC</i>
ISSUES RAISED	<ul style="list-style-type: none"> • Allotting land plots for housing to the complainant, either disputed or no right to make allotment, and thereby causing considerable expenditure and harassment to the complainant.
GIST	<ul style="list-style-type: none"> • Having applied for the plots for house construction before the defendant Bangalore Development Authority (BDA), the complainant, after sometime discovered that the plots allotted were disputed and under some or the other litigation it had no right to make allotment, and thereby caused considerable expenditure and harassment to the appellant complainant. • The deficiency in service on the part of the BDA was further compounded by the fact that it took no interest in contesting suit against the Government in the civil court in regard to the disputed site. • The complainants were forced to move the DCF against BDA for gross deficiency in service. The case landed up in the appeals procedure to the NCDRC through the channels of DCF and then the SCDRC.

OUTCOME	<ul style="list-style-type: none">• NCDRC held that the avoidable expenditure should be recovered from the officers of the BDA, who were found responsible for various lapses noticed in the order, in the light of the judgment of the Supreme Court of India in LDA vs. M K Gupta.• An inquiry will be conducted by the BDA for ascertaining who amongst the members of its staff were responsible for various lapses noticed in the order.• A report in compliance of the order would be submitted to the NCDRC by the Chairman, BDA, within four months from the date of the receipt of this order.
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Lack of Infrastructure in a Housing Colony

CASE TITLE	Brij Vihar E-Block Welfare Association vs. The Vice Chairman, Ghaziabad Development Authority (GDA) <i>1995 (2) CPJ 29, P.34-35/ NCDRC</i>
ISSUES RAISED	<ul style="list-style-type: none"> • The Ghaziabad Development Authority (GDA) did not provide essential infrastructural facilities, electricity and water fittings, to the consumers and the materials used and the fixture and fittings provided in the buildings became degraded, over a period of time, before the houses could be actually occupied and were sub-standard and of very poor quality. • Apart from these, more serious were the defects in the construction.
GIST	<ul style="list-style-type: none"> • The complainant, the Welfare Association, is an association of the flat owners of Brij Vihar, E-Block in Ghaziabad town, UP, which had complained to the GDA, the builder of Brij Vihar, regarding inordinate delay in the provision of essential infrastructural works necessary for the habitation and enjoyment of the houses/flats. • The material used and the fixtures and fittings provided in the buildings became degraded over a period of time, because they were sub-standard and of very poor quality, before the houses could be actually occupied after the provision of water supply, electricity etc. • On seeking no redressal from the GDA, the Association then filed a case before the NCDRC, through the channels of the DCF and the SCDRC.

OUTCOME	<ul style="list-style-type: none">• The NCDRC, under Section 14 (1)(d) of the COPRA, held that the allottees of the houses/flats are entitled to interest at 18 percent per annum from July 1991 to December 1992, when essential works, like drainage, roads, water supply and electricity would be completed and the colony could be considered to be fit for occupation.• The amount payable by the GDA, by way of interest, would be recoverable by the GDA from the members of the staff who were found to be responsible for it and failed in their duty to ensure that the allotments were made only after the essential infrastructure works had been completed and the colony became habitable.
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6

**No Phone Connection after
Three Years of Filing Application**

CASE TITLE	Shanmugam Chemical Industries vs. Telecom Department and Others <i>1995(2) CPR 201, P. 202,203/NCDC</i>
ISSUES RAISED	<ul style="list-style-type: none"> • Non-provision of telephone connection after three years of application is deficiency in service.
GIST	<ul style="list-style-type: none"> • The consumer industry applied for a telephone connection on August 17, 1988, under non-OYT special scheme, through their Manager, holding a power of attorney, dated February 06, 1987, executed in his favour by the partners of the firm. • The Telecom District Engineer, Karaikudi, registered the application on August 18, 1988, but nothing was done till November 07, 1991, when the Telecom Department found a procedural lacunae in the application. • The applicant firm was informed for the first time, after more than three years of the registration of the application and the deposit of the necessary amount for registration, that the application should have been signed by the Managing Partner, in view of the fact that the applicant was a partnership firm. • Based on these procedural lacunae, the telephone department did not take any steps to provide the applicant with a telephone connection, even overlooking their priority. The complainant firm was compelled to

GIST <i>(Cont'd)</i>	file a case in the consumer forum, which ultimately reached the NCDRC, through the channels of the DCF and the SCDRC.
OUTCOME	<ul style="list-style-type: none"> • The NCDRC held that the ends of justice would be met by an award of Rs 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 Rs 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.

7

No Electricity Connection and Adding Insult to Injury

CASE TITLE	<p>Siddiqui Khan vs.</p> <ol style="list-style-type: none"> 1. Assistant Engineer, Rajasthan State Electricity Board, Bonli District, Sawai Madhopur 2. Chairman, Rajasthan State Electricity Board (RSEB), Jaipur. 3. Executive Engineer, RSEB, Kherda, Sawai Madhopur <p><i>Case No. 228/1996, District Consumer Forum, Jaipur-II</i></p>
ISSUES RAISED	<ul style="list-style-type: none"> • More money was demanded than the estimated amount for the electricity connection for agriculture use. • The revised estimate was made after three years and issued to the consumer, leading to delay in getting the connection.
GIST	<ul style="list-style-type: none"> • Having applied for an electric connection for running a motor for agricultural use, the complainant deposited Rs 2500 on February 12, 1993, after the estimate for the required connection done by an Assistant Engineer of the RSEB. • On April 04, 1996, the complainant consumer received another revised demand notice of Rs 8500, which was on the basis that the earlier process of giving the connection could not be completed because, as per the law, there cannot be a connection from the transformer of the Water Works Department. The consumer refused to deposit the excess amount.

OUTCOME	<ul style="list-style-type: none"> • The Consumer Forum tried the matter and found that the change in the estimate might be correct, as per the rules of the RSEB and as per their submission before the Forum, but, on the contrary, the Forum also felt that the RSEB took three years to submit the revised estimate, for which they did not have a satisfactory answer. • This act is a case of sheer negligence and deficiency in services and, as result of that, the complainant was deprived of electric connection for many years. The Forum directed the defendants to provide the electricity connection to the complainant on the basis of the earlier estimate, as provided in the year 1993, within one month and a payment of Rs 10,000 towards compensation for mental agony and harassment and Rs 500 for legal costs, within one month through a bank draft. It also directed the RSEB to recover the said amount from the negligent employee(s) of the department.
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Non-allotment of Land or Constructed House

CASE TITLE	Maya Bhatt vs. UP Avas and Vikas Parishad, Ghaziabad <i>Times of India, New Delhi, July 28, 1997</i>
ISSUES RAISED	<ul style="list-style-type: none"> • Non-allotment of land or constructed house even after promises. Deficiency in services.
GIST	<ul style="list-style-type: none"> • The complainant, Bhatt, had deposited Rs 5,000 in 1982 for an MIG house with the <i>UP Avas Vikas Parishad</i>. On November 26, 1985, an amount of Rs 5,000 was again demanded, which too was paid and she received a registration certificate on December 09, 1986 for the same. • Later, the housing body changed the scheme ex-parte, from MIG to HIG, for which Bhatt was again asked to deposit a further amount of Rs 5,000, which she did. A fresh registration was issued in lieu of that. • After that, the <i>Parishad</i> did not respond to several letters issued by her about the fate of her application. Frustrated, the complainant filed a complaint in the District Forum, Ghaziabad. • On being served the notice, the <i>Parishad</i> replied that no built up house was available, but, in lieu, a developed plot could be provided. The petitioner agreed to this last proposal also, but again the <i>Parishad</i> neither allotted any land nor provided concrete information about the fate of her deposit and entitlement.

OUTCOME	<ul style="list-style-type: none">• The Consumer Forum, in its judgement, ordered three-month imprisonment, with Rs 5000 fine to the estate manager, for which a non-bailable warrant was also issued. It also directed the seizure of salary for full recovery of the fined amount from the negligent officials.
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Honouring Forged Cheques

CASE TITLE	Shashikala Narayan Prabhu vs. Syndicate Bank, Mumbai <i>DF/MSD/178/1998, Mumbai Suburban District Consumer Disputes Redressal Forum</i>
ISSUES RAISED	<ul style="list-style-type: none"> Deficiency in services by the Bank officials by allowing withdrawal of huge amount by cash, through cheques with forged signatures.
GIST	<ul style="list-style-type: none"> Complainant having a single savings bank account in the Syndicate Bank since 1984 was issued two cheque books from the said Bank through requisition slips in January 1998. In February 1999, she discovered that another cheque book, with a forged signature, was issued by the Bank, without verifying the signatures of Shashikala, and three huge cash withdrawals were made from the Bank, through forged signatures, which amounted to Rs 1,05,000. She complained to the Bank officials, but sought no redressal and, as a result of the loss of her entire life savings, suffered a financial crisis and underwent severe mental trauma. Finally, she went to the District Forum.
OUTCOME	<ul style="list-style-type: none"> After hearing the Bank's reply, the Forum found the Bank officer, who had not verified the signature of the complainant, guilty and directed that the entire amount in dispute of Rs 1,05,000, along with five percent per annum interest, be paid to the complainant. If it was not paid within two months, it would be paid along with an interest of 18 percent and would be recovered from the errant officials.

10
Sour Tour

CASE TITLE	<p>Raju Z. Moray vs. Garhwal Mandal Vikas Nigam Ltd., Dehradun <i>Complaint No. SMF/MUM/304/2000, South Mumbai District Consumer Disputes Redressal Forum, Mumbai</i></p>
ISSUES RAISED	<ul style="list-style-type: none"> • Deficiency in service by Public Transport Undertaking.
GIST	<ul style="list-style-type: none"> • For visiting some places in North India for pilgrimage and sightseeing, the complainant, Raju Moray, and his wife contacted the local office of <i>Garhwal Mandal Vikas Nigam</i> at Mumbai and entered into a deal for a five-day visit for a consideration of Rs 15,584, which included accommodation, travel by Tata Sumo, sightseeing and stay at Hardwar, Rishikesh and Mussoorie. • On reaching Delhi, they were provided with a private vehicle, which was through a contract with a travel agent, by <i>Garhwal Mandal</i>. The driver of the vehicle was unaware of the itinerary prepared by the <i>Mandal</i> for Moray and pleaded ignorance all the time and even refused to take them to most of the prominent places, like Dhanaulti. • After the trip was over, the complainant raised the matter before the <i>Mandal</i> officials, but received no response and, therefore knocked the doors of the District Forum.
OUTCOME	<ul style="list-style-type: none"> • The Forum, after receiving the reply from the opposite party, was not satisfied and found the <i>Mandal</i> officials negligent.

OUTCOME <i>(Cont'd)</i>	<ul style="list-style-type: none">• The Forum further directed that the sum and the substance of observations made in the reply leads to the only conclusion that the opposite party was guilty of deficiency in service and the liability of compensation had to be fixed on the erring officials. A consolidated compensation of Rs 10,000 would meet the ends of justice.
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Remittance of Premium after Expiry of Insurance Policies

CASE TITLE	<p>M U Prakash S/o Late M K Uthappa, 5th Block, Shanthinagar, Virajpet, Kodagu vs.</p> <p>1. The Branch Manager, LIC of India, P.B No.2, P.L.D. Bank Building, Virajpet, South Kodagu.</p> <p>2. The Block Education Officer, Chickpet, Virajpet Taluk, South Kodagu</p> <p><i>Consumer Protection Act/9/2000, Case no 59/2000, District Consumer Disputes Redressal Forum, Kodagu, Madikeri, AP</i></p>
ISSUES RAISED	<ul style="list-style-type: none"> • Remittance of premium amount of the policies to the insurance company after the expiry of policies.
GIST	<ul style="list-style-type: none"> • The complainant's wife, C.A. Kaveramma, working as a teacher in Government School at Chennangolly Village, Virajpet Talu, died due to illness on December 29, 1998. • She had taken out two insurance policies: Policy No. 722277324 for Rs 50000, dated August 28, 1997, and Policy No. 722282080 for Rs 25,000, dated July 12, 1996, under the salary deduction scheme. It was obligatory on the Block Education Officer (BEO), under whom she was working to deduct the salary and remit the same to the LIC. • The complainant's wife was on medical leave from September 16, 1998 to October 14, 1998. She fell ill and died after prolonged illness on December 29, 1998. • The complainant applied for the recovery of the salary of the deceased from the 2nd party, which paid the amount to the complainant, after deducting the LIC premiums of two policies from the rest of the amount of salary.

GIST <i>(Cont'd)</i>	<ul style="list-style-type: none"> • The complainant then approached the LIC of India for the claim of his wife's policies, but was informed that the premiums received from the BEO were only after the policies lapsed, so no claim could be given by the LIC of India.
OUTCOME	<ul style="list-style-type: none"> • The SCDRC directed that LIC of India (opposite party no 1) could not be held liable as the premiums received by them were only after the lapse of said two policies. • The Commission ordered that opposite Party No 2, the BEO, to pay damages of Rs 5,000 for allowing the policy of the wife of the complainant to lapse and Rs 500 towards legal costs.

Non-issuance of Mark Sheet for almost a Year

CASE TITLE	Deepa Swamy vs. University of Rajasthan, Jaipur <i>District Forum, Jaipur I; Rajasthan Patrika, September 03, 2002.</i>
ISSUES RAISED	<ul style="list-style-type: none"> • Non-issuance of mark sheet delayed enrollment for almost a year.
GIST	<ul style="list-style-type: none"> • Being a student of first year Arts in the local Kanodia College, affiliated to the University of Rajasthan, Deepa applied for an enrollment with the University, after appearing in the first year of arts examination, and submitted the application form within the stipulated time period, but the sheer negligence and callousness of the concerned employee of the university, who was supposed to send the application to the University in time, prevented her from obtaining the mark sheet. As a result, she could not get admission for the next year. • Deepa complained against the University at the District Forum, Jaipur-I, demanding compensation for the deficiency in services.
OUTCOME	<ul style="list-style-type: none"> • District Forum, Jaipur-I, found the University of Rajasthan guilty of deficiency in services and said that if the University authorities had found that there was a delay in submission of the enrollment form by Kanodia College then at least they should have reminded them. • The Forum awarded a sum of Rs 5100 towards compensation, which the University authorities might deduct from the salary of the concerned negligent employee.

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Delayed Money Orders

CASE TITLE	Jaisi Biju vs. Government of India and Others <i>Case No. 592/2003, District Consumer Forum, Jaipur-II</i>
ISSUES RAISED	<ul style="list-style-type: none"> • Delay in the delivery of money orders by the Postal Department.
GIST	<ul style="list-style-type: none"> • A money order of Rs 1000 sent to her mother by the complainant on June 27, 2002, reached the destination only after a year and two months, causing various problems, mental agony and harassment. • The Postal Department, on the other hand, could not give valid reasons as to why there was a delay in services, which shows that the Department had acted negligently and there was a sheer deficiency in service.
OUTCOME	<ul style="list-style-type: none"> • The Consumer Forum was not satisfied with the reply of the Department and thus directed it to pay a sum of Rs 3,000, as compensation towards the mental harassment and the cost of the proceedings to the aggrieved party within two months of this order. • The above amount could be recovered from the salary of the responsible employee(s), after making him/them accountable for the same as per the rules of the Department.

Entitlement to a Reserved Berth Denied

CASE TITLE	Richa Singh vs. Sr. Divisional Commercial Manager, Western Railway, Jaipur Division and Others <i>Case No. 609/2003, District Consumer Forum, Jaipur-II</i>
ISSUES RAISED	<ul style="list-style-type: none"> • Allowing another person to acquire the berth already reserved by the complainant, even after possessing the reserved ticket and getting charted in the reservation list. • Negligence in performing the duty as TTE.
GIST	<ul style="list-style-type: none"> • Having booked a 2nd AC sleeper ticket for June 05, 2001, for Rs 1964, confirmed on June 02, 2001, for Berth No. 10 in coach HA-1, the complainant started her journey from Jaipur at 4.30 pm on June 05, 2001. • On approaching her berth, she found some other person sitting on the same. After discussion and showing her ticket to the TTE, she was told that there was no reservation for her in the AC compartment and she was travelling without ticket. • TTE then directed her to leave the compartment and continue her journey in a general compartment. Though her name was mentioned in the reservation list, which the TTE had at that time, she was forced to leave the compartment at Kota Station and continue the journey in a general class. Through the intervention of the Bhopal Station Master, she was able to obtain her original berth at Bhopal.

OUTCOME	<ul style="list-style-type: none">• The Consumer Forum directed the opposite party to pay the amount of the fare equivalent to the difference between 2nd AC and general compartment from Jaipur to Bhopal and Rs 50,000 be paid to her as compensation for mental agony during the period and Rs 1,000 towards the cost of proceedings.• The opposite party was directed that after a proper investigation, the amount could be recovered from the negligent employees, in proportion, from their salaries.
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Dishonour of Cheque In Spite of Balance

CASE TITLE	S.R. Mehta vs. Chief Post Master General <i>Case No. 911/2003, District Consumer Forum, Jaipur-II</i>
ISSUES RAISED	<ul style="list-style-type: none"> • Dishonouring of cheque, despite sufficient amount in the account, is deficiency in the service.
GIST	<ul style="list-style-type: none"> • Having a savings account in a Post Office Bank at Shastri Nagar, Jaipur, with the facility of cheque payment, the complainant paid three electric bills of Rs 5,830, through Cheque No. 371478, in favour of the Accountant of the Jaipur Electricity Distribution Company Limited. • The electricity company could not encash the cheque on the ground of insufficient funds, stated by the post office, and charged a penalty of Rs 365 on the unpaid bills. On the other hand, the Post Office Bank gave excuses of human error etc., which could not satisfy the Forum and, hence, it was declared as a case of deficiency in services.
OUTCOME	<ul style="list-style-type: none"> • The Consumer Forum directed the Post Office to pay Rs 365 of surcharge to the aggrieved party and Rs 4,000 as compensation towards the mental harassment and Rs 1,000 towards the legal costs within two months of the order. • The above amount could be recovered from the salary of the deficient employee, as per the rules of the Department.

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Case of Cheque Dishonouring In Spite of Sufficient Funds

CASE TITLE	<p>Bhagirathmal vs. 1. State Bank of India, Nehru Place, Jaipur 2. Bharat Sanchar Nigam Limited, Jaipur <i>Case No. 728/2003, District Consumer Forum, Jaipur-II</i></p>
ISSUES RAISED	<ul style="list-style-type: none"> • Cheque dishonoured by the Bank, despite sufficient amount in the account.
GIST	<ul style="list-style-type: none"> • Having a telephone connection number 3202978 and a Savings Account No. 86372, in the State Bank of India (SBI), the complainant received a telephone bill of Rs 1035 for December 2002, which he deposited with the <i>Bharat Sanchar Nigam Limited (BSNL)</i> through Cheque No.254766, but the Bank, despite sufficient balance in the account, dishonoured the cheque. • The complainant, after making payment through cash, along with late fees to the BSNL, received another telephone bill no. 15374523, whose last date was April 30, 2003, and, this time also, he made this payment through Cheque No. 254774. But, the Bank again dishonoured the cheque, and, as a result, he had to again pay the bill in cash with penalty. • The Bank, in its reply, submitted that though the complainant had sufficient balance in his account but, as per the rule, all cheques drawn in favour of BSNL from the same branch are accounted separately.
OUTCOME	<ul style="list-style-type: none"> • The Forum found that the logic given by the Bank to disprove their fault was unsatisfactory. Their negligence made the complainant pay penalty twice on two different bills and also harassment.

OUTCOME <i>(Cont'd)</i>	<ul style="list-style-type: none">• The Consumer Forum directed the opposite party to pay Rs 134, which was paid by the complainant because of deficiency in services, Rs 10,000, as compensation towards the mental harassment of the complainant, and Rs 1,000 towards the cost of proceeding. The entire amount had to be paid within two months of the order.
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Typographical Error in Allotment of Flat Number

CASE TITLE	Bhanwar Singh vs. Rajasthan Housing Board, Jaipur <i>Case No. 481/2004, District Consumer Forum, Jaipur-II</i>
ISSUES RAISED	<ul style="list-style-type: none"> • Typographical error in allotting flat no. and occupied by another person. • The error was not informed to the consumer. • No other flat was allotted to the consumer.
GIST	<ul style="list-style-type: none"> • Having applied for the allotment of a flat under the general registration scheme of Rajasthan Housing Board in the year 1979, the complainant deposited Rs 3,000 as the registration fee for the same and later on Rs 2,800, as the first instalment, on October 20, 1985, and Rs 2,800, as the second instalment, on January 29, 1986. The registration was done under the middle-income group, under the general registration scheme of the Housing Board. • The opposite party eventually allotted Flat No. 30/20/7, but, due to typographical error, it was wrongly printed as 30/20/9. As a result of this error, the same flat was allotted to another person (Arun Kumar), who ultimately occupied the same. The complainant complained against the opposite party for not allotting the flat and to remit the amount given in lieu of registration. • On the other hand, the Housing Board, though accepting the mistake on their part, could not explain as to why they failed to inform the consumer about the change of house number, which was termed as deficiency in services.

OUTCOME	<ul style="list-style-type: none">• The Forum was not satisfied with the reply submitted by the defendant and directed the opposite party to repay the whole amount of Rs 3000 w.e.f. September 25, 1980; Rs 2,800 w.e.f October 20, 1985, and Rs 2,800 w.e.f January 29, 1986, along with an annual interest of nine percent till the complete payment is made.• The Forum also directed the opposite party to pay Rs 20,000 as compensation towards the mental harassment and Rs 1,000 towards the cost of proceedings within two months of the order.• The above amount can be recovered from the salary of deficient employee, after making him responsible for the same, under the rules of the body.
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**Unreasonable Demand for
Patta (Allotment Letter) of the Plot**

CASE TITLE	<p>Mohammad Faisal vs. Jaipur Development Authority <i>Case No. 380/2004 and Dainik Bhaskar, October 29, 2004, District Consumer Forum, Jaipur-II</i></p>
ISSUES RAISED	<ul style="list-style-type: none"> • Unreasonable money demanded by the clerk of Jaipur Development Authority (JDA) for <i>Patta</i> (allotment letter) of the plot.
GIST	<ul style="list-style-type: none"> • Having bought Plot No. 106 of 200 square yards area from the Group Housing Co-operative Society Ltd. from Sharafat Hussain Khan, the complainant applied for <i>Patta</i> for the same, after furnishing all the required documents to the concerned clerk of JDA. On the demand of unreasonable money for the work to be done, the complainant refused to pay. • In this case, the clerk manipulated the records and commented wrongly that another person owns the said plot, though all the documents and the list of the members were submitted to the opposite party by the Group Housing Cooperative Society Limited. In order to rectify the records, the complainant had to spend Rs 1,090 to publish the correct information in the newspapers. • In its reply, the JDA accepted that the changes made in the records were done due to human error, which was rectified, but, on the contrary, refused to pay the extra costs incurred by the complainant for the advertisement etc.

OUTCOME	<ul style="list-style-type: none">• The Forum investigated the matter and found that the changes made in the records by the concerned clerk were done under malafide intentions, for simply harassing the consumer.• The Forum directed the JDA to pay the amount of Rs 1090, incurred for the advertisement and Rs 2000 as compensation towards the mental harassment and Rs 1000 towards the cost of proceedings.• The Forum further directed that after taking appropriate step, as per the rules of the JDA, the body was free to recover the same amount from the salary of the concerned negligent clerk.
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Extra Interest Demanded By the Bank for Issuing NOC

CASE TITLE	Bhimsen Lekhra vs. State Bank of India, VKI Area Branch, Jaipur <i>Complaint under Section 12 of COPRA, Case No. 532/2004, District Consumer Forum, Jaipur-II</i>
ISSUES RAISED	<ul style="list-style-type: none"> • Two percent extra interest demanded by the bank for issuing No Objection Certificate (NOC) for a loan, which was paid before the stipulated time on the ground declaring the loan as unsecured.
GIST	<ul style="list-style-type: none"> • Having obtained a loan of Rs 10,00,000 from the SBI, Vishwakarma Industrial Branch, Jaipur, on February 22, 2002, for buying a house at Pratap Nagar, Jaipur, from the Rajasthan Housing Board, under the Bank's Housing Loan Scheme at the rate of 11.5 percent. After completing all the necessary formalities with the Bank, he was supposed to pay a monthly instalment of Rs 13,000 for 10 years. • Subsequently, he managed to get another loan at a low rate of interest from ICICI Bank and, eventually, he returned the balance amount of the loan to the SBI on December 03, 2003, along with the amount of interest demanded by the Bank. • When he applied for NOC for the sake of getting the title of the house, he received a demand notice from the SBI, dated February 05, 2004, demanding two percent of the total amount as penalty and also that his loan account has become unsecured for the reasons of not submitting the title of the property within a stipulated time. So, as per the rules of the SBI, his loan was converted into a

GIST <i>(Cont'd)</i>	clean loan scheme from the housing loan scheme, for which he has to pay the balance amount, at the rate of 14 percent and not 11.5 percent.
OUTCOME	<ul style="list-style-type: none"> • The Forum investigated the matter and found that the Bank had not indicated anywhere to submit and mortgage the title deed of the said property and also there was no evidence of any understanding between the parties on the rate of take over charges. If the Bank had intimated to the complainant well in advance regarding both the disputes, the dispute would not have been occurred. Even the demand notice sent by the Bank did not mention anything about this. So, it was mere negligence on the part of the employees of the Bank, which the complainant should not bear. • The Bank was directed to issue an NOC to the complainant within two months of the order and pay Rs 20,000 to the complainant as compensation and Rs 1,000 towards the proceeding cost. The opposite party was free to recover the same amount from the salary of responsible negligent employee.

Application Not Entertained for Telephone Disconnection

CASE TITLE	Dr. Achyut Sharma Guleri vs. Bharat Sanchar Nigam Ltd. <i>Case No. 765/2004, District Consumer Forum, Jaipur-II</i>
ISSUES RAISED	<ul style="list-style-type: none"> • The telephone disconnection application was not entertained through email or by letters and the earned amount, as interest from the security amount deposited at the time of connection, not remitted to the consumer was a deficiency in services.
GIST	<ul style="list-style-type: none"> • While staying in England, the complainant applied for his telephone disconnection and requested the Department to remit his security money, along with the earned interest amount. Regarding this, the complainant's father contacted the Department many times and even showed email of his London-based son, but the Department refused to do anything for him. • The BSNL, on the other hand, responded that as the connection was in the name of the complainant, therefore he was only responsible to apply for disconnection, which was eventually done through email by him. • The BSNL, after sometime, disconnected the number and refunded an amount of Rs 1,255, through a cheque, which was not the justified amount. The consumer was not satisfied with the amount paid and, finally, complained to the District Forum.

OUTCOME	<ul style="list-style-type: none">• The District Consumer Forum was not satisfied with the justification given by the BSNL for not refunding the amount as per the rules and directed the opposite party to pay Rs 10,000 as compensation towards the mental harassment and Rs 1,000 towards the cost of proceedings to the aggrieved party within the two months of this order.• The above amount can be recovered from the salary of deficient employee, after making him responsible for the same, as per the rules of the Department.
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Human Error Led to Credit of Mobile to Other's Account

CASE TITLE	Mahesh Bhagwati vs. Bharat Sanchar Nigam Ltd., Jaipur <i>Case No. 18/2004, District Consumer Forum, Jaipur-II</i>
ISSUES RAISED	<ul style="list-style-type: none"> • Credit of mobile to other's account because of human error that led to barring of outgoing calls from the consumer's mobile. • Consequently, charging money for the reconnection and the period for which the outgoing and incoming calls were barred.
GIST	<ul style="list-style-type: none"> • The complainant, with a mobile Connection No. 9414160666 with A/C No. 100529814, was being charged Rs 325 per month towards recurring charge for providing the services by the opposite party. • He had been paying this amount regularly, but he received a bill of Rs 1,238 for the month of July 2003, for which the last date of depositing was September 08, 2003. The same was deposited in the Bank, through Cheque No. 1714461, dated September 01, 2003. During the month of October, the complainant was informed telephonically and through SMS that the bill of July 2003 has not been paid so far. • The complainant apprised them the factual position, but, even then, on November 14, 2003, the opposite party barred the outgoing facility on the grounds of non-payment and the complainant was told to deposit the dues to get his mobile reconnected.

<p>GIST (Cont'd)</p>	<ul style="list-style-type: none"> • The complainant then gave several reminders and requisitions to the opposite party for resuming the services of the disconnected mobile, but there was no redressal. The outgoing facilities were restored finally on November 25, 2003.
<p>OUTCOME</p>	<ul style="list-style-type: none"> • The Forum, after investigating the matter, came to the conclusion that, though the opposite party has accepted that the bill in dispute was paid well within the stipulated time but the losses to the complainant during the barred time have been agreed to be compensated with the next bill. • The Forum felt that the Department has caused unnecessary trouble for the consumer, by way of ignoring the requisitions submitted by him. • As such, it has acted negligently and this was a case of deficiency in services. Therefore, the Consumer Forum directed the opposite party to pay Rs 15,000 as compensation towards the mental harassment and towards the cost of proceedings to the aggrieved party within two months of this order. • The above amount could be recovered from the salary of negligent employee(s), after thorough inquiry, under the rules of the Department.

Electricity Bill Sent Before the Connection Installed

CASE TITLE	<p>Bhagwandas vs. Assistant Engineer, Jodhpur Electricity Distribution Company, Jaisalmer, Rajasthan <i>Case No. 119/2004, District Consumer Forum, Jaisalmer, Rajasthan</i></p>
ISSUES RAISED	<ul style="list-style-type: none"> • Electric bill sent before the connection installed.
GIST	<ul style="list-style-type: none"> • Having applied for a new electrical connection and depositing Rs 1,700 for the same to the Department on January 19, 2004, he did not get the connection and, instead, received an electricity bill of Rs 430 on August 25, 2004. • On investigation, the Forum found that the Jodhpur DISCOM had no answer as to why the connection could not be given to the complainant and why the bill was sent even without providing the connection.
OUTCOME	<ul style="list-style-type: none"> • The DCF directed the DISCOM to pay Rs 2,000 as compensation to complainant. • The DISCOM was directed to 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.

Issuing A Ticket without Indicating the Bus Number

CASE TITLE	Harish Kumar vs. Rajasthan State Roadways Transport Corporation (RSRTC) <i>Case No. 79/2004, District Consumer Forum, Jaipur-II</i>
ISSUES RAISED	<ul style="list-style-type: none"> • A ticket without indicating the Bus No. and the passenger consumer travelling into a wrong bus led to harassment is the deficiency on the part of services provided by the opposite party.
GIST	<ul style="list-style-type: none"> • The complainant and his wife, along with his daughter, board a bus of RSRTC from Sodala to Ajmer. Having bought two tickets for the journey for Rs 55 each and after travelling for 10-12 kms, the conductor of the said bus asked them to leave the bus and take another bus. When he refused, he misbehaved with them by using abusive words. It was even opposed by the co-passengers, then the conductor explained that the tickets, which the passengers have, are not of this bus. • The complainant was going to Ajmer to attend to his grand mother-in-law, who was suffering from cancer and was to be operated on the same day. After humiliation and harassment, the conductor forcefully made them to leave the bus. The complainant, under mental agony, boarded another bus for Ajmer and reached there almost two hours late. • The defendants, on the other hand, in their reply, said that the complainant had travelled in a wrong bus and the tickets issued to him had the correct bus number at the back of the tickets.

OUTCOME	<ul style="list-style-type: none"> • The Forum investigated the matter and found that the tickets issued to the complainant might have been for some other bus, in which he was not travelling, but that was not indicated at the back, as claimed by the opposite party, and thus, it is merely an act of negligence and deficiency in services. • The Consumer Forum directed the opposite party to pay Rs 110 towards the cost of the tickets and Rs 10,000 as compensation towards the mental harassment and Rs 1,000 towards the cost of proceedings to the aggrieved party within the two months of this order. • The above amount could be recovered from the salary(ies) of the negligent employee(s), after making him/them responsible for the same, under the rules of the Department.
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Service Disconnection Even After the Payment

CASE TITLE	Prahalad Kumar Gupta vs. Jaipur Vidyut Vitaran Nigam Ltd. (JVVNL) <i>Jaipur District Forum II; Rajasthan Patrika, February 15, 2005</i>
ISSUES RAISED	<ul style="list-style-type: none"> • Service disconnection even after the bill payment. Gross negligence in services.
GIST	<ul style="list-style-type: none"> • Having an electricity connection from the JVVNL, the complainant, Prahalad Kumar Gupta, was issued a notice from the Department, in December 2003, demanding a sum of Rs 2,340 towards the pending bill of October 2003, which was deposited immediately by the complainant. • After that, one fine day, some people came to his house and, without intimation, disconnected his services. Gupta took the issue to several offices of JVVNL but no assistance was provided. • At last, the complainant filed a petition in the District Forum, Jaipur II, and proved the negligence of the JVVNL, by showing the receipt of the bill deposited, which was well before the day and time of disconnection.
OUTCOME	<ul style="list-style-type: none"> • The Consumer Forum, comprising the bench of Justice Haneef Mohd, found that the JVVNL was guilty and, in its judgement, ordered Rs 10,000 for mental agony and Rs 1,000 towards case expenses. • The Forum further directed that the whole amount, to be paid to the complainant, may be deducted from the salaries of the negligent employees of the JVVNL.

Refusing to Attend the Patient Without the Requisite Fee

CASE TITLE	Prabhat Mukherjee vs. Rubi Hospital, Kolkata <i>National Consumer Disputes Redressal Commission, Hindustan Times, New Delhi, August 18, 2005</i>
ISSUES RAISED	<ul style="list-style-type: none"> • Medical negligence by refusing to attend the patient, an accident victim, without depositing the requisite fee and as a result of which the patient succumbed to injuries.
GIST	<ul style="list-style-type: none"> • The complainant, Mukherjee's son Sumanta, an electrical engineering student of Netaji Subhash Chandra College of Engineering, Kolkata, and a budding singer, was on his motorbike when he was hit by a speeding bus on route 14A from behind. • He was thrown off his vehicle and sustained serious injuries. Local residents rushed him to the nearest Rubi Hospital, but the authorities refused to admit and provide immediate succor without immediate payment of Rs 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 inconsolable father wrote to the Government and also moved the National Consumer Redressal Forum in New Delhi, seeking compensation.

OUTCOME	<ul style="list-style-type: none">• The Commission studied the case and found the hospital authorities guilty and ordered them to pay Mukherjee Rs 10 lakh towards compensation.• Usually, such cases are long drawn and it takes the complainant a while to get the claimed amount, but Mukherjee received the amount on August 14, 2005, from the hospital's lawyers.• Now, with the Forum vindicating his charge against the authorities, Mukherjee now plans to move court with a compensation claim of Rs 10 crore, so that it serves as a warning for other hospitals and nursing homes not to neglect patients in emergency.
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Service Disconnection Even After the Payment

CASE TITLE	<p>Sunita Devi, W/o Girdhar Khandelwal R/o Vill-Ganganagar, Chindwada Road, Sioni district (MP) vs. 1. Chief Engineer, MP Electricity Board, Nayegoan, Jabalpur 2. Assistant Engineer (Urban), MPEB, near Tuti Puliya, Barapathar, Sioni, MP <i>Case No. 16/2005, District Consumer Forum, Sioni, MP</i></p>
ISSUES RAISED	<ul style="list-style-type: none"> • Electricity connection disconnected despite the bill being deposited before the last date mentioned on the bill. • Having a domestic electricity connection, No. 1308140884, from Madhya Pradesh Electricity Board (MPEB), the complainant received an electric bill for March 2005 on April 21, 2005, bearing the last date of for depositing the bill as May 06, 2005.
GIST	<ul style="list-style-type: none"> • After having deposited the same to the local Help Line on May 02, 2005, the electric connection got disconnected on May 24, 2005 for reason of non-payment of the bill. • The Forum investigated the matter and found that the bill was duly paid on the said date at the Help Line Counter, which was subsequently paid to the Central Co-operative Bank, Seoni (MP).
OUTCOME	<ul style="list-style-type: none"> • One counter slip of payment was supposed to be retained by the Bank and another to be returned back to the person depositing the bill, but by mistake, both the counter slips

OUTCOME <i>(Cont'd)</i>	<p>were brought back by the operator of the Help Line. As a result of which, the ledger of the accounts did not show any amount received.</p> <ul style="list-style-type: none">• The Forum also directed that the complainant was having the paying-in slip with Bank's seal, and then also without investigating the whole matter, the Electricity Board disconnected the connection, which was merely a deficiency in service.• The Forum directed the opposite party to pay Rs 1,0000 as compensation and Rs 500 towards the cost of the proceedings to the complainant.
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Exceptional Delay in Allotment of Registered House

CASE TITLE	Jamila Begam vs. Rajasthan Housing Board (RHB), Jaipur <i>Case No. 899/2005, District Consumer Forum, Jaipur-II</i>
ISSUES RAISED	<ul style="list-style-type: none"> • Exceptional delay in allotment of house registered with RHB.
GIST	<ul style="list-style-type: none"> • Having registered a house under the LIG scheme of the Rajasthan Housing Board, Malviya Nagar, Jaipur, in 1973, by depositing Rs 100, the complainant was provided a Registration No. 30740/73. • Later on, Rs 1,700 was also paid to change the LIG group to HIG group and, accordingly, the complainant was allotted a house No. 11/1123 in the HIG group. But, he neither received an allotment letter for the allotted house nor was he permitted to occupy the same. The deficiency in service forced her to live as a tenant. • The defendant, on the other hand, could not give valid reasons as to why there has been delay in giving the possession to the consumer, which means that it was a case of negligence and deficiency in services.
OUTCOME	<ul style="list-style-type: none"> • The Consumer Forum directed the opposite party to allot another house in some other housing scheme of the RHB, as per her income, under the existing price, within six months of this order. • The Forum directed the opposite party to pay Rs 30,000 as compensation towards mental harassment and Rs 2000 towards the cost of proceedings to the aggrieved party within two months of the order.

OUTCOME <i>(Cont'd)</i>	<ul style="list-style-type: none">• The above amount could be recovered from the salary(ies) of negligent and responsible employee(s) under the rules of RHB. The compliance of the order should be informed to the Consumer Forum.
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Non-allotment of House Even After 22 Years of Registration

CASE TITLE	Mannalal Sharma vs. Rajasthan Housing Board <i>Case No. 90/2005, District Consumer Forum, Jaipur-II</i>
ISSUES RAISED	<ul style="list-style-type: none"> • Non-allotment of house even after 22 years of registration.
GIST	<ul style="list-style-type: none"> • Having registered under MIG “B” scheme of the Rajasthan Housing Board, the complainant was neither issued the demand notice towards the seed money nor was the complainant’s name mentioned in the priority list from time to time by the opposite party. • The complainant was not allotted his house even after 22 years of registration. On the other hand, the defendant failed to prove as to why the consumer could not be allotted the house even after 22 years. It could not even give the justification, which is gross negligence in service.
OUTCOME	<ul style="list-style-type: none"> • The Forum took the matter seriously and was dissatisfied with the reply of the opposite party and directed it to allot a house of MIG “B” category in accordance with present rate under General Registration Scheme 1982 Sanganer, Jaipur, to the aggrieved party. • The opposite party was also directed to take disciplinary action against the negligent employee(s) and make him/ them responsible under the purview of the department’s rule and pay Rs 25,000 as compensation towards the mental harassment and Rs 2,000 towards the cost of proceedings, to be recovered from the salaries of these employee(s).

Delay in Issuing Order for Maturity Amount of the Insurance Policy

CASE TITLE	<p>Laxmibai Sanodia, W/o Late Lekhram Sanodia, R/o Vil-Kohaka, Post-Pipardahi, Sioni district</p> <p style="text-align: center;">vs.</p> <p>1. Divisional Forest Officer, South Sioni 2. Manager, LIC, Gwalior, MP</p> <p><i>Case No. 20/2005, District Consumer Forum, Sioni, MP</i></p>
ISSUES RAISED	<ul style="list-style-type: none"> • Whether the time taken, i.e., one-and-a-half year to issue the order for the payment maturity amount of the insurance policy is negligence in performing the duty or not?
GIST	<ul style="list-style-type: none"> • Being a member of the Group Insurance Scheme of the department, the premium of complainant's husband was deducted from his salary (Rs 100 per month). • The Government announced the new scheme by the name 'Employee Insurance cum Savings Scheme' on June 01, 2003 and the complainant's husband expired on October 23, 2003. • After the death, the insurance was claimed and the orders dated December 27, 2004, were passed to pay the complainant Rs 1 lakh, which was later on amended, dated June 06, 2005, for payment of Rs 2.50 lakh towards claim, on the basis of the new scheme. • The complainant filed the complaint against the order, as it was not accompanied with the instructions of paying the interest, along with the principal amount.

OUTCOME	<ul style="list-style-type: none"> • The Forum came to the conclusion that the complainant's husband was the beneficiary of the new scheme announced on June 01, 2003, and to which he has been paying the premium of Rs 200 per month, as against the earlier premium of Rs 100 per month. • The claimed amount was received by the complainant, but after a period of one year and five-and-a-half months, which was a gross negligence and deficiency in the service and to which she was entitled to get the interest of the amount paid to her. • It was directed the opposite party pay the interest on Rs 2,50,000 @ nine percent per annum, with effect from October 23, 2003, and Rs 5,000 towards the cost of filing the complaint. • The defendant was free to recover the amount from the responsible negligent officials of the department.
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Illegal Demand of Money by the Senior Executive Officer

CASE TITLE	<p>Bakhtaur Singh, S/o Dalip Singh, R/o Vill. Gogoani, Ferozepur vs.</p> <ol style="list-style-type: none"> 1. Punjab State Electricity Board (PSEB) through its Secretary, Patiala 2. Assistant Executive Engineer, PSEB Talwandi <p>Varinder Singh, Junior Engineer, PSEB Talwandi</p> <p><i>Case no 366/2005 of District Consumer Forum, Ferozepur, Punjab</i></p>
ISSUES RAISED	<ul style="list-style-type: none"> • Whether the demand of Rs 5,000, which was raised during a check by the Senior Executive Engineer on the site was justified in the absence of checking register on the record.
GIST	<ul style="list-style-type: none"> • The complainant filed this consumer complaint against the illegal demand of Rs 5000 raised by the PSEB. • The District Forum did not agree with the reply filed by the defendant as the demand of Rs 5,000 which was raised on the basis of checking the register by Senior Executive Engineer that the checking register was not placed on the record.
OUTCOME	<ul style="list-style-type: none"> • The demand of Rs 5,000 was quashed, with Rs 5,000 as costs, which was directed to be realised, under intimation to the Forum, from the erring official of the opposite party.

Charging Extra than the Actual Fare

CASE TITLE	Ramji Lal Sharma vs. Rajasthan State Roadways and Transportation Corporation (RSRTC) <i>Case No. 539/2005, District Consumer Forum, Jaipur-II</i>
ISSUES RAISED	<ul style="list-style-type: none"> Charging two rupees extra than the actual fare for the distance to be travelled.
GIST	<ul style="list-style-type: none"> The complainant boarded a bus of RSRTC from his village Khejri. The conductor of the bus charged him Rs 16 for 12 kms, which was actually supposed to be Rs 14, as per the rate of RSRTC. The conductor charged him Rs 2 more for a distance of 12 kms. The ticket given to him also was for Rs 16, whereas the defendants in their defence tried to prove that they had charged Rs 14 only from the complainant, for which he gave Rs 20 against that and was returned back Rs 6.
OUTCOME	<ul style="list-style-type: none"> The Forum investigated the matter and found that the complainant's ticket, which was produced before the Forum along with the application was for Rs 16 only, and the defendants did not have an answer for that. After accepting the dispute, the Consumer Forum directed the opposite party to pay Rs 2, which was overcharged, to the aggrieved party. The Consumer Forum also directed the opposite party to pay Rs 10,000 as compensation towards the mental harassment and Rs 2,000 towards the cost of proceedings to the aggrieved party within the two months of this order.

OUTCOME <i>(Cont'd)</i>	<ul style="list-style-type: none">• The above amount could be recovered from the salary(ies) of negligent employee(s) after making him/ them responsible for the same under the rules of the Department.
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Change in the Rules of Bank Not Intimated to the Consumer

CASE TITLE	<p>Sandeep Kumar for Harsh Distributors vs. State Bank of Bikaner and Jaipur, Sodala, Jaipur <i>Case No. 508/2005, District Consumer Forum, Jaipur-II</i></p>
ISSUES RAISED	<ul style="list-style-type: none"> • Change in the rules of Bank's current account not intimated to the consumer by the Bank. • Withdrawing money from the account without informing the consumer.
GIST	<ul style="list-style-type: none"> • The complainant had a current account with the Bank (opposite party) at Sodala Branch, Jaipur. As per the Bank's rule, there should be a minimum balance of Rs 5,000 in the account, which he was maintaining since the beginning. • As per the complainant, there was no transaction during the period from December 2004 to May 2005, though he came to know that the Bank has withdrawn Rs 1760 from his account on account of minimum balance charges. • When he approached the Bank, he was told that the rules have changed and, accordingly, there must be a minimum balance of Rs 10,000 from January 2005. • The complainant complained that he was not informed about the change in regulations concerned with current account. The Bank, on the other hand, failed to prove that the same was intimated to the account holder consumer in writing or by any other mode.

OUTCOME	<ul style="list-style-type: none">• The Forum found the Bank Officials acting negligently in the whole matter, causing financial losses to the consumer.• The Forum directed the opposite party to pay the withdrawn amount Rs 1760 along with Rs 5,000 towards compensation for mental harassment and Rs 2,000 towards the cost of proceedings to the complainant.• The Forum also directed that the entire amount must be paid to complainant within two months of this order. Failing to comply with the order, the opposite party has to pay the amount with interest rate of nine percent per annum from the date of order to date of compliance.• It was directed to the opposite party to recover the same amount of money from the salary of responsible negligent employees.
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Ill-treatment to an Elderly Person

CASE TITLE	Mukhtyar Singh vs. Delhi Transport Corporation (DTC) <i>Revision Petition no. 2349 of 2006, NCDRC, Times of India dated October 09, 2006, New Delhi</i>
ISSUES RAISED	<ul style="list-style-type: none"> • Ill-treating an elderly person, who was abused and kicked over his failure to show the proof of being a senior citizen.
GIST	<ul style="list-style-type: none"> • The complainant boarded one of the DTC bus on route to Tikri Border to New Delhi Railway Station in January 2005. Near Peeragarhi Crossing, three ATIs (Area Ticket Inspectors) boarded the bus for ticket checking and asked him to produce a certificate to prove that he was a senior citizen. • Failing to do so, he was manhandled. His arm was twisted and he was kicked and pushed around and forced to alight from the bus. He then was taken to a DTC staff jeep parked near the bus and after frisking his pocket, the ATIs took away Rs 50 forcibly from his pocket, without giving him a receipt. • The complainant, Mukhtyar Singh, complained to the higher authorities in the Head Office of DTC, located at Scindia House, but all in vain, and then he filed the complaint in one of the District Forums of Delhi, seeking redressal for his being manhandled. • The DCF accepted the application and passed the judgement in favour of DTC. DTC then approached SCDRC, New Delhi, where the bench comprising President Justice J D Kapoor, upholding the decision of the DCF, further directed DTC to deduct Rs 2500 each from the salaries of the responsible ATIs.

<p>GIST (Cont'd)</p>	<ul style="list-style-type: none"> Justice Kapoor also said that the deficiency in service, in not honouring the senior citizen pass and causing physically and mental injuries of immense nature, was writ large on the face and a type of inaction of senior officials that embolden their juniors...such an attitude towards public needs to be dealt with a heavy hand. DTC further appealed to the NCDRC.
<p>OUTCOME</p>	<ul style="list-style-type: none"> The Commission's President, Justice M.B. Shah and member Rajyalaxmi Rao, upholding the decision of the State Commission criticised senior DTC officials for forcing the complainant to knock the doors of the Consumer Forum to seek justice and even recommended action against senior manager at Scindia House, who failed to act on his complaint.

Non-allotment of Flat for 16 Years Despite Paying Full Amount

CASE TITLE	H.M. Kaul vs. Delhi Development Authority <i>Delhi Consumer Disputes Redressal Commission; The Times of India, September 22, 2006</i>
ISSUES RAISED	<ul style="list-style-type: none"> • Non-allotment of flat for 16 years, despite paying full amount.
GIST	<ul style="list-style-type: none"> • Having applied for a flat in one of the localities of South Delhi to the DDA, sometime in 1987, H.M. Kaul, a South Delhi resident, deposited the full amount in the year 1989 to the DDA. • The dispute arose from Kaul's complaint that, despite paying the full amount to the DDA, the officials kept asking for the payments, saying that Kaul has not submitted the original third copy of the <i>challan</i>, by which he had made the payments in a bank. • Despite making several attempts, the harassed consumer finally filed the complaint before the DCF, New Delhi, which found the DDA guilty of negligence and deficient in services, and, therefore, directed it to pay compensation, by way of interest, at the rate of 15 percent per annum on the disposal cost of Rs 27,100 of Kaul's flat for the last 16 years. The Forum also directed the DDA to pay Rs 5,136 as retention money, with interest, and Rs 3000 as the cost of litigation. • DDA further appealed to the SCDRC.

<p>OUTCOME</p>	<ul style="list-style-type: none"> • The SCDRC said that the DCF was very lenient to the DDA, as this was a fit case where heavy damages, including punitive damages recoverable from the errant employees, should have been imposed. • The Commission, comprising Justice J.D. Kapoor and member Rumnita Mittal in their judgment quoted that the errant DDA officials not only indulged in gross misconduct and deficiency in service but also were callous and insensitive to the plight of a poor consumer. • The Commission also condemned DDA's practice of collecting instalments from applicants through a bank and then asking for the receipt issued by the bank at the time of accepting payments. If, in future, such cases were repeated, then the Commission should be constrained to dispense with the system evolved by the DDA. • The Commission slapped a fine of Rs 20,000 on the DDA for harassing H.M. Kaul and said that these damages and compensation awarded should be recoverable from the salaries of the employees who were involved and have played mischief, with ulterior motives.
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Non-maintenance and Poor Up-keep of Parks

CASE TITLE	<p>Talkatora Morning Walkers Association vs. New Delhi Municipal Corporation (NDMC) <i>Delhi State Consumer Disputes Redressal Commission, The Hindu, January 06, 2007</i></p>
ISSUES RAISED	<ul style="list-style-type: none"> • Non-maintenance and poor up-keep of parks.
GIST	<ul style="list-style-type: none"> • Talkatora Morning Walkers Association members are the consumers of the public utilities for which they have been paying to the Municipal Corporation, including parks. • The complainant Association members were complaining to the municipal authorities that since long there was no proper maintenance of the parks. Despite of several reminders and personal representation, there was no redressal, as such. • Being harassed, the Association decided to move to the Municipal Corporation into the Consumer Forum and then approached the Delhi Consumer Dispute Redressal Commission.
OUTCOME	<ul style="list-style-type: none"> • The Commission, headed by Justice J.D. Kapoor, was not satisfied with the reply received from the Corporation and found them guilty of deficiency in services. • The Commission, taking strong exception to the poor maintenance of parks, gardens and public places in the national capital territory of Delhi, imposed a penalty of Rs 25,000 on the NDMC and two of its senior officials. Out of the total fine, Rs 5,000 would be recovered jointly from the salary of the chairperson of the NDMC and the director of its Horticulture Department.

Denial of Payment of Policy Benefits By LIC

CASE TITLE	Surjeet Kaur vs. LIC of India <i>Delhi Consumer Disputes Redressal Commission, Times of India, February 05, 2007</i>
ISSUES RAISED	<ul style="list-style-type: none"> • Denial of payment of policy benefits by LIC on the pretext that the premium was paid 12 hours late, before being lapsed.
GIST	<ul style="list-style-type: none"> • Having insured with LIC of India, the complainant, Surjeet Kaur's husband, Harbans Singh, met with an accident on November 06, 1998, and after remaining in hospitals for 13 days was back to work. • While undergoing the treatment at a nursing home, he died on December 11, 1999. Meanwhile, he deposited the premium due with LIC. • On applying for the insurance claim of Rs 50,000, under the policy, after husband's death, LIC refused the claim to his widow Surjeet Kaur on the ground that the premium was deposited 12 hours late, before the policy lapsed. • The victim's wife, Surjeet Kaur, after being harassed for months, filed a case before the Consumer Forum and pleaded before the Commission that while, repudiating the claim, the officials overlooked the fact after the alleged late payment of premium, the policy was revived legally and her husband joined office after the accident and died almost one year after that.

OUTCOME	<ul style="list-style-type: none"> • The Commission, headed by Justice J.D. Kapoor, pulled up the insurance company brass for their failure to check harassment of consumers, who were denied claims on flimsy grounds. • The Commission further quoted that a policy does not lapse merely because the premium is paid late by 12 hours. Had it been so, there would not have been a clause in which the insurance policies confer discretionary powers upon the officers of the insurance companies to condone delay of 30 days and renew the policy with retrospective effect. • In the judgement, the Commission ordered that the amount of compensation of Rs 50,000 should be recoverable from the salary or dues or assets of the then chief executive in the LIC of India, under intimation to the Commission.
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