

(1993) 03 NCDRC CK 0036

In the National Consumer Disputes Redressal Commission

AKHIL BHARTIYA GRAHAK PANCHAYAT

APPELLANT

Vs

MEGHNA METALS

RESPONDENT

Date of Decision : 11-03-1993

Acts Referred:

Citation : 1993 3 CPR 442 : 1994 1 CPJ 113

Hon'ble Judges : G.G.Loney , Elipe Dharma Rao J.

Final Decision : Complaint allowed with costs

Judgement

1. IN this complaint it is alleged by the complainants that the complainant No. 2 Shri Mangesh Manohar Telrandhe had purchased a Prestige Cooker of 5 litres capacity from opposite party No. 1 on 21.10.1986 for Rs. 389. It is alleged that at the time of purchase the opposite party No. 1 assured the complainant that the said cooker is having special Gasket Release System (GRS) and therefore, it is safe to use for cooking. The opposite parties also issued 10 years guarantee for the use of the said cooker. Guarantee dated 21.10.86 issued in favour of complainant is at Exhibit No. 2: The guarantee card is signed and stamped by opposite party No. 1. Mrs. Meenal Telrandhe, wife of complainant No. 2 having 2 children of 9 years and 4 years respectively, was looking after the kitchen in house of complainant No. 2. On 10.11.89, the cooker while cooking burst and exploded. IN the explosion the part of the cooker which was blown, damaged the right hand of Mrs. Meenal Telrandhe. Mrs. Meenal Telrandhe, apart being a house wife, holds diploma on Civil Engineering and in INterior Designing. The complainants alleged that the accident was due to the defect in the cooker, and therefore, Mrs. Meenal Telrandhe suffered physical injury and also incurred permanent disability. The complainants further alleged that complainant No. 2 had to spend Rs. 9000/- for the treatment of his wife and also incurred expenses of Rs. 29000/- for arranging conveyance to Mrs. Meenal Telrandhe and for arranging a maid servant to look after the duties of a house wife. The complainant further alleged that even after the treatment for about 23 months, Mrs. Meenal Telrandhe is not get cured. The complainant therefore, claimed Rs. 38000/- towards expenses for the treatment of Mrs. Meenal Telrandhe and Rs. 5

lakhs compensation for the permanent loss suffered by. Mrs. Meenal.

2. THE opposite party did not file any written version denying the allegations made by the complainant in this complaint. However, Opp. Party No. 1 was represented by Shri Anil Padigar, Advocate and opposite party No. 2 was represented by Shri Venkat Krishnan. THE complainant was represented by Shri Trivedi of the 2nd arguments of both the sides at length and also gone through the allegations of the complaint and the relevant documents. THE following points arise for our consideration. (1) Whether the cooker in question sold to complainant No. 2 was defective? (2) Whether as a result of the accident in question Mrs. Meenal Telrandhe suffered the loss? (3) Whether complainant is entitled to any compensation?

Section 2(1)(c)(ii) of the Consumer Protection Act, provides that if the goods mentioned in the complaint suffered from one or more defects, a complaint can be made to this Commission, if the complaint is made in writing by a complainant. In this complaint, allegations are that the cooker purchased by the complainant was defective. It is further alleged that despite the special Gasket Release System, the cooker burst and caused physical injury to the wife of complainant No. 2. Therefore, this complaint is maintainable under the Consumer Protection Act, containing the allegations about the defect of the goods.

The purchase of the cooker in question by the complainant as well as the guarantee of the cooker for a period of 10 years and the explosion occurred on 10.11.89 in which Mrs. Meenal Telrandhe's right hand was injured are all admitted facts. It was even submitted by the opposite parties that they had tried to settle the matter by offering replacement of Cooker and also reimbursement of the medical bills of the treatment of Mrs. Meenal Telrandhe. A letter dated 16.1.91 at Ex. No. 3 from the opposite party is on record. There is yet another letter from T.T. Krishnamachari & Co. opposite party No. 2 dated 23rd March, 1991 at Ex. No. 4 in which Shri N. Muralidhar has informed the complainant that he had personally checked the cooker in question which had burst on 10.11.89 and verified that all the parts were original. He also stated that he had received the medical bills worth Rs. 38,231.75 and also stated that he received the damaged cooker. However, the complainant's case is that since Mrs. Meenal Telrandhe suffered permanent injury, complainant No. 2 be granted compensation of Rs. 5 lakhs. Thus we find that the opposite parties admitted by their conduct that the cooker in question was defective.

3. AS regards point No. 2, Mrs. Meenal Telrandhe suffered physical injury to her right hand as a result of explosion of the cooker is also not disputed by the opposite party. The real dispute appears to be about the quantum of payment of compensation since the opposite party clearly agreed to reimburse the medical bills. In our view, therefore, the complainants have proved the allegations in the complaint that Mrs. Meenal Telrandhe suffered injury as a result of defect in the cooker. Shri Venkat Krishnan, ASstt. Manager of the opposite party No. 2 tried to explain before us that all the safety, devices were available in the cooker system

and suggested that necessary care was not taken by Mrs. Meenal Telrandhe while cleaning the cooker. It is submitted that sufficient alternative safety devices are provided in the Gasket Release System and therefore, no accident can occur in such cooker while in use. It was explained before us by Shri Venkat Krishnan that if the pressure is not released through the whistle, then rubber gasket melts away making way for the release of the pressure. If the rubber gasket does not melt, then either the whistle goes off or the safety valve melts and releases the pressure. In any way in the instant case, despite a guarantee of 10 years, accident occurred in the cooker in question and Mrs. Meenal Telrandhe suffered injury. The special Gasket Release System may be providing sufficient protection for the use of the Prestige Cooker. Yet we find in this case that something in the system went wrong and caused the accident within the guarantee period. The opposite party therefore, apart from the replacement of the cooker is required to be compensated the loss suffered by Mrs. Meenal Telrandhe, wife of complainant No. 2. In our view, therefore, the complainant No. 2 entitled to receive the compensation for the injury caused to his wife. Coming to the real controversy in this case, about the quantum of compensation, we find that Mrs. Meenal Telrandhe suffered permanent injury to her right hand. The complainant has placed on record the medical certificate for Orthopaedically handicapped candidates dated 21st August 1992 issued by Chairman for the Handicap Board & Civil Surgeon, Nagpur. It is stated therein that complainant suffered 42% permanent disability to her right hand. Age of Mrs. Meenal Telrandhe at time of accident was 30 years and she had 2 children. Apart from being a house wife, doing domestic work, she is a Diploma Holder in Civil Engineering and Interior Decorator. Both the certificates are also placed on record. Mrs. Meenal Telrandhe therefore, could also earn as a Civil Engineer and Interior Decorator. But in view of the permanent disability to her right hand, she has been deprived of the earning. Under these circumstances, the complainants have proved that the complainant Mrs. Meenal Telrandhe suffered injury to her right hand as a result of defective manufacture of the cooker by opposite party No. 2. The complainant therefore, is entitled to receive compensation for the permanent disability which we quantify at Rs. 1,00,000/- to be paid by opposite party No. 2. The opposite party No. 2 is also liable to pay Rs. 38,000/- to the complainant No. 2 for the reimbursement of the medical bills which were handed over to Shri M. Muralidhar. Similarly, the opponent No. 2 also is liable to replace a new cooker of the same make in place of the damaged cooker which has been taken away by opposite party No. 2. Hence we pass the following order. ORDER

4. THE opposite party No. 2 shall pay to the complainant No.2, Shri Mangesh Manohar Telrandhe, an amount of Rs. 38,000/- towards the reimbursement of the medical bills and also shall replace a new cooker in place of the damaged one and also pay Rs. 1,00,000/- towards compensation. THE amount of compensation and reimbursement be paid to the complainant within 30 days from the receipt of this order failing which it shall carry interest at the rate of 18% p.a. till realisation. THE complainant also be paid Rs. 1000/- as cost by the

opposite party No. 2. Complaint allowed with costs. _____