

(2014) 05 NCDRC CK 0118

In the National Consumer Disputes Redressal Commission

Amit Goel

APPELLANT

Vs

M/S. Avlon Resorts Pvt. Ltd.

RESPONDENT

Date of Decision : 16-05-2014

Acts Referred:

Citation : 2014 0 NCDRC 272 : 2014 2 CPJ 714

Hon'ble Judges : K.S.CHAUDHARI , B.C.Gupta J.

Advocate : PREM KUMAR CHUGH , Manjira Dasgupta

Judgement

1. THIS revision petition has been filed under section 21 (b) of the Consumer Protection Act, 1986 against the impugned order dated 07.10.2013, passed by the Delhi State Consumer Disputes Redressal Commission (for short "the State Commission ") in First Appeal No. 146/2012, ""Amit Goel Vs. Avlon Resorts Pvt. Ltd., vide which, while dismissing appeal, the order passed by the District Consumer Disputes Redressal Forum on 20.09.2011, partly allowing consumer complaint No. 591 of 2007, was upheld.

2. BRIEFLY stated the facts of the case are that the petitioner/complainant is stated to have purchased ""Time Share Membership "" from the respondent/opposite party for 24 years by making payment of Rs.62,500/- on 01.07.2005 and further paying Rs.27,500/- on 05.07.2005, thus totalling Rs.90,000/- . It has been alleged that despite making payment, the opposite party failed to issue Time Share Certificates to the complainant within a period of ninety days from making payment, although an agreement had been entered between the complainant and the opposite party to this effect. The complainant requested the opposite party to cancel his membership and refund the amount deposited. However, vide letter dated 31.10.2006, the opposite party offered to refund Rs.70,000/- only, after making deductions of Rs.10,000/- as administrative charges and Rs.10,000/- as commission. The complainant declined the offer and filed the consumer complaint in question, seeking directions to the opposite party to refund Rs.90,000/- , along with interest @ 18% per annum from the date of receipt of the amount and a further sum of Rs.50,000/- as compensation against

mental harassment and Rs.5,000/- as cost of litigation. The District Forum vide their order dated 20.09.2011, observed that the opposite party had already returned a sum of Rs.70,000/- on 07.05.2009 and a sum of Rs.20,000/- on 17.01.2011 during the pendency of the complaint. The District Forum ordered that a sum of Rs.10,000/- should be given by the opposite party to the complainant as lump sum interest. An appeal was filed by the petitioner against this order before the State Commission, which was dismissed vide impugned order dated 07.10.2013. It is against this order that the present petition has been made.

3. HEARD the learned counsel for the parties and examined the record.

4. THE learned counsel for the petitioner stated that the opposite party had indulged in deficiency in service towards the complainant because they did not issue the Time Share -Membership within a period of ninety days from the date of deposit of money of Rs.90,000/-. The learned counsel has drawn our attention to a letter dated 31.10.2006, issued by the opposite party in which they expressed their willingness to refund Rs.70,000/- only after deducting Rs.10,000/- towards administrative charges and Rs.10,000/- towards commission. The said offer was however, not acceptable to them and hence, they filed the consumer complaint in question. The learned counsel stated that they should be given 18% interest on the deposited amount, as demanded in the complaint. The learned counsel for the respondent however stated that the order passed by the District Forum and duly confirmed by the State Commission were in accordance with law and should be upheld. They had also paid the amount of Rs.90,000/- to the complainant. The consumer fora had also allowed a sum of Rs.10,000/- as interest and nothing more was required to be paid.

5. WE have examined the entire material on record and given a thoughtful consideration to the arguments advanced before us. A perusal of the order passed by the District Forum reveals that the amount of Rs.90,000/- was returned to the complainant during the pendency of the consumer complaint before the District Forum. The only issue, which is left in the case, is regarding the payment of interest on the deposited amount. The District Forum allowed a sum of Rs.10,000/- as lump sum interest to the complainant. In their reply filed before the District Forum, the respondent/opposite party had taken the plea that as per the agreement, there was no provision for cancellation of the same. The amount deposited was also not refundable, but still they offered to refund a sum of Rs.70,000/-. In the letter dated 31.10.2006, also it has been stated that they were prepared to refund Rs.70,000/- as a special case. However, the whole amount of Rs.90,000/- was refunded during the pendency of the complaint before the District Forum. The District Forum further allowed payment of Rs.10,000/- as lump sum interest on the amount deposited.

6. IN view of the position stated above, we find that there is no justification for enhancement of interest allowed on the deposited amount or for payment of any compensation on account of mental harassment etc. We therefore, do not find

any ground for interference in the well -reasoned orders passed by the consumer fora below as there is no illegality, irregularity or jurisdictional error in the same. The present revision petition is therefore without merit and the same is ordered to be dismissed and the orders passed by the consumer fora below are upheld. There shall be no order as to costs.