courtkutchehry.com

Company : CourtKutchehry
Website : www.courtkutchehry.com
Printed For :
Date : 13/09/2026

(1996) 11 NCDRC CK 0048

In the National Consumer Disputes Redressal Commission

BRANCH MANAGER, ORISSA AGRO INDUSTRIES CORPORATION LTD. — APPELLANT

Vs

Banamali Das — RESPONDENT

Date of Decision : 13-11-1996

Acts Referred:

Citation : 1997 1 CPJ 316 : 1997 2 CPR 139

Hon'ble Judges : P.C.Misra , Biswanath Rath , Mrinalini Padhi J.

Final Decision : Appeal partly allowed

Judgement

1. THIS appeal is directed against the final order passed by the District Forum, Puri-Nayagarh, Puri in C.D. Case No. 47 of 1994. The opposite party in the said case is the appellant. The respondents in this appeal as complainants filed the aforesaid case alleging deficiency in service and claiming redressal against the present appellant. The facts leading to the filing of this case as stated by the complainants are as follows. The complainant purchased one H.M.T. Zetor No. 3511 Tractor with Trolley and other components from the present appellant on 28.12.91 on payment of consideration. It is alleged that when it was working in the field, it suddenly went out of order on 11.6.92 and the complainants reported the matter to the present appellant on 12.6.92. No action was taken by the present appellant as alleged by the complainants. When the tractor remained idle till 17.6.92, the complainants purchased some parts for repair of the tractor from open market and had spent Rs. 3,757.92 p. It has been alleged by the complainants that it amounts to deficiency in service on the part of the present appellant and they are liable for reimbursement of the money spent for repair of the tractor together with compensation. The present appellant appeared before the District Forum and denied the allegations made in the complaint- petition. According to the appellant, no report was ever received from the complainants about the defects in the tractor and, therefore, no repairs could be effected by the opposite party in the tractor if it needed so. The appellant however received a communication from the State Bank of India, the financier of the complainants, that some defects have cropped up in the tractor immediately whereafter the

Downloaded from CourtKutchehry — https://dev.courtkutchehry.com/judgments/branch-manager-orissa-agro-…

appellant sent its mechanic. But it was found by the mechanic that the tractor had already been repaired. The complainants though claimed for reimbursement of the money spent in repair of the tractor, produced some fake receipts for which no reimbursement could be made. Apart from the aforesaid stand, the present appellant also pleaded the case was not maintainable in absence of the manufacturer of the tractor as a party to the litigation.

2. THE District Forum after considering the case of both parties, held that this case is maintainable before the Consumer Forum and also held that since the tractor was purchased from the present appellant it does not suffer from defect of parties. It also found that the tractor went out of order during the warranty period the repair cost of which is liable to be reimbursed. While computing the amount payable by the appellant to the complainants for the repairs during the aforesaid period, the District Forum found that some bills prior to the tractor going out of order have been also produced by the complainants. THE District Forum did not allow reimbursement of those bills which were beyond the period of repair and allowed a sum of Rs. 2,317.20 p for reimbursement. THE District Forum allowed a further sum of Rs. 5000/- as compensation saying that there was deficiency in service on the part of the present appellant. Hence this appeal. This case was heard in part on 26.7.96 and on the request of the Counsel appearing for the appellant, the matter was adjourned for further hearing. We have carefully gone through all the documents available on record. It is no doubt correct and believable that the tractor went out of order on 11.6.92 and that the complainants have got the same repaired by purchasing parts from the open market. They dishonestly introduced some bills of the month of May, 1992 and wanted reimbursement of the said bills which has been rightly rejected by the District Forum. We also find that another bill was introduced for Rs. 200/- in which the registration number of the vehicle and the date of the bill have been tampered with. The complainants, therefore, did not come with clean hands before the consumer forum for redressal. We also do not find any document from which it can be inferred that after the vehicle went out of order on 11.6.92, the complainants made a grievance and brought this fact to the notice of the present appellant. In the aforesaid circumstances, the finding of the District Forum that the appellant was deficient in rendering the services cannot be supported. On the other hand, it appears that on receipt of the intimation from the bank, the appellant forthwith took steps for repair of the vehicle but by that time the complainants had already effected necessary repairs. In die aforesaid circumstances, we are not in favour of awarding compensation in favour of the complainants. In the result, this appeal is partly allowed. The reimbursement of Rs. 2,317.20 p allowed by the District Forum towards repairs of the vehicle is maintained, but we set aside the award allowing Rs. 5,000/- as compensation in favour of the complainant. There will be no order as to costs of this appeal. Appeal partly allowed.

Downloaded from CourtKutchehry — https://dev.courtkutchehry.com/judgments/branch-manager-orissa-agro-…