
(1995) 11 P&H CK 0018

In the Punjab And Haryana At Chandigarh

Case No : Civil Writ Petition No. 13722 of 1992

Centre for Research in Rural and Industrial Development

APPELLANT

Vs

Madan Lal Sahni and Another

RESPONDENT

Date of Decision : 02-11-1995

Acts Referred:

Consumer Protection Act, 1986 — Section 2

Citation : (1996) 112 PLR 594

Hon'ble Judges : V.S. Aggarwal, J; Amarjeet Chaudhary, J

Bench : Division Bench

Advocate : Nemo, for the Appellant; Nemo, for the Respondent

Final Decision : Allowed

Judgement

Amarjeet Chaudhary and V.S. Aggarwal, JJ.—This writ petition has been filed by the Centre for Research in Rural Development, Chandigarh, for quashing the proceedings pending in the District Consumer Forum against the petitioner.

2. The brief facts which led to the filing of present petition are that respondent No. 1, Madan Lal Sahni, who was engaged as Superintendent in the pay scale of Accounts Assistant in the Border Area Project, which was financed by the Planning Commission of India, filed an application in the District Consumer Forum for the payment of arrears on account of revision of pay scale. The petitioner received summons from the District Consumer Forum for appearance on 31.8.1992 before it. On receipt of summons, the employer of respondent No. 1 i.e. the writ petitioner has filed the present petition for quashing the same.

3. It has been averred in the petition that as per the definition of "Consumer" and "Service", the Consumer Forum has the jurisdiction only to decide a dispute relating to "Goods" as defined in the Sales of Goods Act and not the dispute arising out of contract of appointment or personal service. It has further been averred that only such persons will be covered as consumer who buy any goods for some consideration and the definition will have to be read with the statement

of objects and reasons as defined in the Act.

4. It has also been averred in the petition that the petitioner was engaged in the research activities and does not deal with any type of sale of goods. The petitioner is also not engaged with any type of manufacturing process, trade, purpose and also does not sell any articles. As such, the petitioner is not covered by the provisions of Consumer Protection Act, 1986.

5. We have perused the paper book and the written state lent filed on behalf of respondent No.1.

6. In order to arrive at the conclusion, it will be desirable to examine the definition of "Consumer" as defined u/s 2(d) and "Service" as defined u/s 2(o) of the Consumer Protection Act as well as statement of Objects and Reasons as mentioned in the Act, which read thus:

"2(d) "Consumer" means any person who

(i) buys any goods for consideration which has been paid or promised or partly paid and partly promised or under any system of deferred payment and includes any user of such goods other than the person who buys such goods for consideration paid or promised or partly paid or partly promised or under any system of deferred payment when such use is made with the approval of such person but does not include a person who obtains such goods for re-sale or for any commercial purpose; or

(ii) hires any service for a consideration which has been paid or promised or partly paid and partly promised or under any system of deferred payment and includes any beneficiary of such service other than the person who hires the service for consideration paid or promised or partly paid and partly promised or under any system of deferred payment when such service are availed of with the approval of the first mentioned person."

2(c) "Service" means service of any description which is made available to potential users and includes the provision of facilities in connection with banking, financing, insurance, transport, processing, supply of electrical or other energy, board or lodging or both, entertainment, amusement or the purveying a news or other information, but does not include the rendering of any service free of charge or under a contract of personal service."

Statement of Objects & Reasons: The Consumers Protection Bill, 1986, seeks to provide for better protection of the interest of Consumers and for the purpose, to make provision for the establishment of Consumer Councils and other authorities for the settlement of consumer disputes and for matters connected therewith." The rights which are to be protected are as under:-

a) the right to be protected against marketing of goods which are hazardous to life and property;

b) the right to be informed about the quality, quantity, potency, purity, standard

and price of goods to protect the consumer against unfair trade practices;

c) the right to be assured, wherever possible, access to variety of goods at competitive prices;

d) the right to be heard and to be assured that Consumers' interest will receive due consideration at appropriate forums;

e) the right to seek redressal against unfair trade practice or unscrupulous exploitation of consumer; and

f) right to consumer education."

7. From the perusal of definition of the "Consumer" and "Service", we are convinced that the Consumer Forum has the jurisdiction only to decide a dispute relating to "goods" as defined in the Sales of Goods Act and not a dispute arising out of contract of appointment or personal service. "Goods" as defined u/s 2(7) of the Sales of Goods Act means every kind of movable property other than actionable claims and money; and includes stock and shares, growing crops, grass and things attached to or forming part of the land which are agreed to be severed before sale or under the contract of sale. Only such persons will be covered as consumers who buy any goods for some consideration.

8. For the fore-going reasons, we hold that the Consumer Forum is not the appropriate Forum for redressal of grievance of an employee as no element of sale or service is involved. The petitioner has taken a specific stand that their involvement is in the field of research activities and they are not rendering any service to the people for any consideration.

9. For the reasons stated above, the writ petition is allowed. The summoning order dated 26.6.1992, copy Annexure P-3 to the writ petition, and the proceedings pending in the District Consumer Forum are quashed as the Consumer Forum has no jurisdiction to entertain the complaint. However, the petitioner, if so advised, may avail of the alternate remedy available under the law.