(1992) 05 NCDRC CK 0012

In the National Consumer Disputes Redressal Commission

CONCEPT MARKETING, CHANDIGARH APPELLANT

Vs

ISHWER SINGH OF DISTRICT HISSAR RESPONDENT

Date of Decision : 29-05-1992

Acts Referred:

Citation : 1992 2 CPJ 660

Hon'ble Judges : S.S.Sandhawalia , Basanti Devi , S.Kulwant Singh J.

Final Decision : Appeal dismissed

Judgement

1. THIS appeal is against the order of the District Forum, Hisar whereby the appellant has been directed to refund the amount of Rs. 22,400/- with interest @ 18% per annum thereon till the date of actual payment.

2. THE facts now do not appear to be at all in dispute. THE respondent had booked a pay phone instrument with the appellant and deposited an amount of Rs. 22,400/-in August 1991. According to the complainant despite the promise of an early delivery the same was not supplied for a considerable time. When he contacted the appellant, he was informed that the instrument already received had been delivered to someone else. However, the appellant issued a bank draft of Rs. 22,400/- dated the 4th of October, 1991 in the respondent"s favour, but when the same was presented to the bank, it was dishonoured with the remarks that the drawer (i.e. the appellant, hand stopped the payment thereof. Consequently, the respondent was compelled to knock at the door of the District Forum for seeking the refund and the consequential compensation. Despite a notice issued to the appellants no reply was filed on their behalf. As a matter of abundant caution, the District Forum issued another registered notice for appearance on the 27th of February, 1992, but no representation was made on behalf of the appellant, leaving no option to the District Forum but to proceed in the matter exparie. Relying on the evidence of the complainant, relief was granted in the terms noticed at the out-set.

Mr. Sarbdeep Singh, proprietor of the appellant concern who was somewhat vehement in support of the appeal was slightly off the mark in pressing the same. He fairly admitted die deposit of Rs. 22,400/- by the respondent and also conceded that the draft for the same amount in favour of the respondent was delivered to him. Equally he did not dispute the subsequent stopping the payment thereof.

3. IN view of the above, it is somewhat manifest that the only question that survives is the amount of interest payable on the deposited amount The appellant had submitted that the rate of 18% was onerous and the same should be suitably reduced. We are unable to find any merit in the submission. From the resume of the facts and admission made by the appellant, it is manifest that the appellants had first failed to honour their commitment of supplying the pay phone instrument. The complainant had made a grievance that this had occasioned a sizeable loss to him because he had already rented a shop and employed personnel for installing the same. It is not in dispute that in discharge of their liability a bank draft equivalent to the deposit made, was issued in favour of the respondent. No adequate explanation could be given for the subsequent retraction of the appellants by stopping the payment thereof to the patent harassment of the respondent. In this situation apart from the incidental loss of the non-supply of the instrument, the respondent had obviously been wrongly deprived of the amount. Consequently, the grant of commercial rate of interest at 18% is in no way onerous or unjustified. The order of the District Forum, consequently merits affirmance.

4. IN view of the above, the present appeal is hereby dismissed. However, as no appearance has been put in on behalf of respondent, we would refrain from burdening the appellant with any costs. Appeal dismissed.

