
(1998) 10 NCDRC CK 0024

In the National Consumer Disputes Redressal Commission

C.P.SALUJA And ASSOCIATES

APPELLANT

Vs

Voltas Ltd

RESPONDENT

Date of Decision : 12-10-1998

Acts Referred:

Citation : 1999 1 CPC 549 : 1999 1 CPJ 211

Hon'ble Judges : A.P.Chowdhri , Desh Bandhu J.

Final Decision : Complaint disposed of

Judgement

1. THE complainant is a Private Limited Company engaged in Project Management, Architecture and Consultancy services. Under an agreement entered into between the complainant and M/s. Voltas Ltd., opposite party, the opposite party agreed to undertake air-conditioning work at the office of M/s. Centre for Research and Environment, Economic and Development, hereinafter referred to as CREED, at their office 118, Shahpur Jat, New Delhi for a consideration of Rs. 3,98,300/-. Payment of the amount was made by the complainant and the opposite party installed the air-conditioning system consisting of four 3 ton split ACs etc. THE system, however, failed to work satisfactorily. THE office of M/s. CREED brought the shortcomings to the notice of the complainant who, in turn, took up the matter with the opposite party but they failed to take any action. It was only at the end of the summer season that in September, 1997 Mr. Sunil Anand from the office of the opposite party visited the office of CREED and promised to rectify the defects on 15.9.1997. Instead of rectifying the defects the opposite party wrote a letter dated 26.9.1997 to the complainant to recalculate the heat load once again and to install atleast one more 3 ton air-conditioner. This was followed by another letter dated 13.11.1997 directly to the complainant's client M/s. CREED who sent a copy of the same to the complainant. THE complainant claimed Rs. 3,98,300/- paid to the opposite party besides 10% fee which the complainant charged for providing the aforesaid services and Rs. 2,25,000/- on account of harassment and expenses actually incurred as per details in para 15 of the complaint.

2. IN response to notice sent by the Commission Mr. Vinod Kumar and Mr. Sunil Anand, authorised representatives of the opposite party appeared on 20.4.1998 and were given time for filing written version on 8.5.1998. On 8.5.1998 Mr. Pramod Sharma, Advocate appeared for opposite party and he was given further time for filing written version, which was not filed even on the adjourned date namely 13.7.1998. None appeared for the opposite parties thereafter. The complainant filed affidavit of Mr. C.P. Saluja, Managing Director of the complainant Company. We have heard Mr. R.S. Kwatra, learned Counsel for the complainant and have gone through the records.

Mr. Kwatra invited our attention to the proposal of the opposite party vide Annexure B at page 14 in which based on technical knowledge and experience of the opposite party. The recommended installation was 4x3 TR ductable split ACs. This was agreed to by the complainant and, accordingly, the equipment was supplied and air-conditioning system installed. The system, however, failed to give the desired temperatures as envisaged in Annexure B Page 13. When the deficiency was pointed out to the opposite party in complainant's letter (Annexure C) which was followed by legal notice Annexure E dated 28.10.1997 all that the opposite party did was to write a letter dated 13.11.1997 (Annexure P) at page 30 to M/s. CREED. The stand taken in the said letter is that at the proposal stage it was pointed out to Mr. C.P. Saluja, M.D. of the complainant Company about the under ton age of the air-conditioner units but the opposite party was given to understand that what was recommended would meet the specific requirement of the customer and if need be the ton age could be enhanced afterwards. Based on the said specific requirement four 3 ton split ACs were provided. In case, the desired temperatures were not reached the rectification would involve atleast one more 3 ton split AC units the cost of which would be Rs. 80,000 /-. It was contended that necessary drawings of the area to be served by the air-conditioning system had been furnished to the opposite party and they had at their own level worked-out the requirement and had unambiguously recommended installation of four units of 3 ton capacity each. When the system failed to yield the desired results, the opposite party turned round and came up with the suggestion that one more 3 ton AC was required. The result of the entire exercise was that the desired cooling effect had not been achieved and whatever money was spent had gone waste. There is no re-buttal to the aforesaid stand of the complainant and we have no difficulty in broadly accepting the same.

3. COMING to the amount of compensation claimed, admittedly the AC units and other fittings are still with M/s. CREED and having regard to the nature of defect pointed out, M/s. CREED are not interested in returning the said ACs and other fixtures. There is no question of refund of the price and compensation has to be awarded for the inconvenience suffered by M/s. CREED, apart from the blame which the complainant had to face for no fault of theirs. In our view, it would meet the ends of justice if the opposite party is made to pay interest @ 18% p.a. on the rounded figure of Rs. 4 lacs incurred in the project from date of

commissioning till the rectification work is carried out. The opposite party shall carry out the rectification work within two months from the date of receipt of a copy of this order. The additional expenditure incurred on additional AC unit shall be borne by the CREED and the amount of compensation directed above shall be shared by the complainant and M/s. CREED in the ratio of 10:90. The complainant shall also be entitled to costs amounting to Rs. 2,500/-. The complaint is disposed of in these terms. A copy of the order be furnished to the parties. Complaint disposed of.