(1991) 05 NCDRC CK 0015

In the National Consumer Disputes Redressal Commission

HARYANA CREDITS AND SAVING LTD. APPELLANT

Vs

PREM KUMAR TANEJA RESPONDENT

Date of Decision : 28-05-1991

Acts Referred:

Citation : 1991 0 CPC 473 : 1991 2 CPJ 124 : 1993 2 CLT 63

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

Final Decision : Appeal dismissed

Judgement

1. THIS appeal is virtually concluded against the appellant by the earlier order of this Commission in First Appeal No. 7 of 1990 (M/s Haryana Credit & Leasing Ltd., Hisar v. Krishan Munjal) decided on 10th September, 1990.

2. IN view of the above, it is unnecessary to delve deeply into the facts and merits of the case. Suffice it to mention that the appellant M/s Haryana Credits & Saving Ltd., Hisar, claim to be a prestigious concern, dealing in the financing of cars, motorcycles, scooters etc. at Hisar. On the 6th December, 1989 they advertised in the local press for arranging the booking of the new Maruti 1000 car with M/s Maruti Udyod Limited against a deposit of Rs. 6,150/- only for each booking and undertaking to loan the requisite balance of Rs. 19,000/- to the prospective customers. The offer was to be open for seven days and for 1000 bookings only. The respondent-Prem Kumar Taneja along with many others was attracted by the offer, and in response thereto he duly deposited Rs. 6,150/- with the appellant company on the 12th December 1989. The complainant-respondent specific allegation was that he received a communication from -the appellant-Company dated 9th January, 1990 (though it purported to be the third reminder), informing him that because of some problems of the Multi-National Banks, including the City Bank, the Reserve Bank of INdia had directed to stop the booking of Maruti Cars immediately, and, consequently, his Maruti Car could not be booked under the Company''s Finance Scheme. Considerable delay in refunding the deposited amount was also made, an additional grievance in the complaint. On these facts the complainant-respondent alleged misconduct and

breach of faith against the appellant-Company, whereby he had been deprived of the booking of Maruti-1000 Car, and put to a loss of nearly 50,000 to 60,000 rupees. In response to the notice issued by the District Forum, the appellant-Company admitted the issue of the advertisement in the press, and also the receipt of Rs. 6,150/- from the complainant-respondent on the relevant date. The other allegations in the complaint were sought to be controverted and the blame was attempt to be shifted on to the shoulders of the complainant-respondent for allegedly not having completed the necessary documents by the very evening of the 12th December, 1989, when he had earlier deposited the amount. The complaint was alleged to be frivolous and vexatious, which merited dismissal.

On the aforesaid pleadings and the documents and evidence brought on record by the parties, the District Forum, Hisar, by its well-reasoned order dated 17th January 1991 allowed the complaint. It concluded that the appellant was at fault in alluring the complainant to deposit the amount of Rs. 6,150/- with it and further to keep quiet and not to advance the matching loan of Rs. 19,000/-, resulting in the deprival of his rights in booking the Maruti-1000 car. A compensation of Rs. 5,000/- was directed to be paid to the complainant within one month, failing which action under Section 27 of the Consumer Protection Act, 1986, was envisaged.

3. AT the very outset it may be mentioned that the facts and circumstances herein are identical with the earlier case of M/s. Haryana Credit and Leasing Limited, Hisar v. Krishan Munjal (supra). Therein also on totally similar facts, the District forum had allowed the complaint and awarded a compensation of Rs. 5,000/-. That order was upheld by this Commission in its detailed order dated 10th September, 1990. Consequently, the present appeal is covered by the same on the merits, and it would be unnecessary, and indeed wasteful to tread the same ground over again. In view of the above, Mr. Harsh Aggarwal, learned Counsel for the appellant, very fairly conceded his inability to raise the question on merits afresh. Consequently, he confined himself primarily on the issue of the quantum of compensation granted by the District Forum. He was in some doubt as regards the matter having been carried to the National Commission and the final result thereof. However, on the latter aspect also, the question is now concluded against the appellant. It would appear that in Krishan Munjal''s case (supra), the present appellant had filed a revision before the National Commission. In Revision Petition No. 102 of 1990 (M/s. Haryana Credit & Leasing Ltd. v. Krishan Munjal) I (1991) CPJ 93 the following order has been recorded by the National Commission on the 6th February, 1991:- "We do not find any illegality or jurisdictional error in the Order passed by the State Commission. Hence the Revision Petition is dismissed."

4. ON the question of quantum of compensation, the solitary submission of Mr. Harsh Aggarwal was that in view of the fact that now Maruti-1000 cars are available without any premium, therefore, the amount of compensation is either

excessive or not merited at all. We are unable to agree to the aforesaid submission. The issue of compensation has to be determined on the date of the order of the District Forum, and does not change with any supposed market fluctuation. Even in the case of Krishan Munjal aforesaid, the question of the quantum was considered both by the District Forum and this Commission. We recorded the following finding therein- "..The District Forum on a consideration of all aspects has assessed a modest sum of Rs. 5,000/- only by way of compensation, and we find not the least justification in interfering with the quantum thereof." In the present appeal also we find no ground to differ from the view taken earlier. The submission on the question of compensation also has, therefore, to be necessarily rejected. In the end result, the appeal is hereby dismissed without any order as to costs. The appellant will now proceed to comply with the direction of the District Forum and pay the compensation directly to the complainant-respondent or deposit the same with the District Forum within 30 days from today, failing which the District Forum will ensure compliance under Section 27 of the Consumer Protection Act, as they have already observed in their order under appeal. Pronounced in open Court Appeal dismissed.