

(2000) 11 NCDRC CK 0032

In the National Consumer Disputes Redressal Commission

JANATA FERTILISERS DEPOT

APPELLANT

Vs

MANDADI SATYANARAYANA REDDY

RESPONDENT

Date of Decision : 17-11-2000

Acts Referred:

Citation : 2001 2 CPJ 412

Hon'ble Judges : P.Ramakrishnam Raju , Mamata Lakshman J.

Final Decision : Appeals dismissed

Judgement

1. THE opposite parties 1 and 2 in CD. No. 456/1995 on the file of District Forum, Warangal are the appellants in FA. No. 197/2000 and FA. No. 201/2000 respectively. THE first opposite party in CD. No. 457/2000 on the file of the same District Forum is the appellant in FA. No. 501/2000. THE complainant as well as the first opposite party are common in both the CDs. While Cargil Seeds India Private Ltd., is the second opposite party in CD. No. 456/95 and Omega Ag. Seeds India Ltd., is the second opposite party in CD. No. 457/95. Both the CDs. were disposed of by a common order. Hence these three appeals are also disposed of by a common order. THE parties will be referred to as arrayed in the CDs.

2. THE allegations in CD. No. 456/1995 are that the complainant owns Ac. 1-30 gts. in S. No. 959 situated at Ippagudem Sivar of Ghanpur (Stn.) Mandal District. THE first opposite party No. 1 has been dealing in sale of seeds, pesticides and fertilizers. THE complainant purchased one bag of Cargill Sun Flower seed weighing 2 kgs. for Rs. 340/- from the opposite party No. 1. THE opposite party No. 1 assured that the seeds supplied by it are the best quality and yield between 10 to 15 quintals per acre. THE complainant sowed the seed in the said land according to the specifications after preparing the land systematically. Inspite of best agricultural management the sun-flower crop did not come up well. He sustained huge loss. He approached the Joint Director of Agriculture, Warangal to depute an Agricultural Officer to inspect the crop raised by him. THE Agricultural Officer visited his land on 4.12.1995 and submitted his report. As the

opposite party No. 1 has supplied defective Hybrid Cargill Sun Flower seed the complainant has suffered severe loss. Hence the complaint. The complainant filed CD. No. 457/1995 with similar allegations stating that he cultivated Ac. 2.00 of land with the seed supplied by the first opposite party.

Before the District Forum the opposite party No. 2 has filed its written version in CD. No. 456/1995 denying the material allegations in the complaint which was adopted by the opposite party No. 1. But no written version was filed in CD. No. 457/1995. The complainant examined two witnesses besides marking Exs, A-I to A-3. On behalf of the opposite parties R.Ws. 1 to 4 were examined and Ex. B-I was marked. On the basis of the evidence available on record the District Forum allowed both the complaints in part. Questioning the said common order these appeals were filed.

3. THE appellants contend that there is no dispute that the complainant has purchased the seeds from the opposite parties. But what is asserted by the appellants (opposite parties) is that there is no proof that the same seed was used by the complainant, that the complainant has not taken sufficient care for preparing the land and there is no proper crop management and that there is no proof that it is on account of the seed alone there is failure of crop. THESE submissions have no substance. THE complainant examined himself as P.W. 1. He was asserted the allegations made in both the complaints. He denied the allegation that the seeds are not defective. He has given the details as to how he prepared the land and how he applied the manure and other details to show that there is no defect or failure of crop management as a reasonable prudent agriculturist who is an experienced in cultivating the sun flower crop. He asserted that he did not get not even one bag of sun flower per acre. He denied that he realised normal crop from out of the seed in question. He also stated that during the relevant period the sun flower was sold between Rs. 1,300/- to Rs. 1,500/- per quintal. He stated that the affidavit filed by him may be read as part of his evidence in which he has given all the details. He says that he has lost at the rate of 12 quintals per acre. THE veracity and truth of the statement of the complainant has not been shaken in the cross-examination. P.W. 2 is an Agricultural Officer, Ghanpur Mandal. He says that he is a qualified B.Sc. (Agriculture). He visited the fields of the complainant and submitted his report Ex. A-2. He stated in his evidence that there was no uniformity in the height and nature of the crop though the complainant has taken all precautions by watering, manuring etc. He opined that the soil was suitable for raising the crop. THE crop, was not grown as expected. THE complainant though requested the opposite parties to visit the field and verify the truth of his allegations it was not done at the earliest. However, at a much later date the Regional Manager of opposite party No. 1 along with one Sri Vinod Kumar of M/s. Ralies India Ltd., visited his field. Of course they assert that on inspection they found the growth of the crop was normal and not loss to the extent complained by the complainant. THE report Ex. A-2 clearly shows that the crop was sown on 12th and 13th October, 1995. THE land was prepared by applying 200 kgs. of MOP, 200 kgs. of DAP

apart from sheep penning. Top dressing was given with 125 kgs. of urea. Irrigations were given at regular intervals. Spacing is normal and no traces of pests and diseases were noticed. Though sowing is on the same day the height of the crop is ranging from 37 cms. to 100 cms. which is abnormal. THE normal bud formation stage should commence about 60 days whereas in the present case it commenced from 45th day onwards. THERE is also no uniformity in formation of buds and some plants have not yet started buds, while some plants are still in flowering to seed setting stage. THE size of the flower is not also uniform. THESE circumstances clearly show that it is due to the improper seed supplied by the opposite parties the crop has suffered badly. It is argued by the learned Counsel for the appellants that the first opposite party is only an agent and, therefore, he is not responsible for the loss of the crop. There is no counter filed by the opposite party No. 1 except adopting the counter of the opposite party No. 2. The counter filed by the opposite party No. 2 does not raise any such plea. In the absence of a plea or evidence no such contention can be accepted which is merely raised during the course of arguments. The opposite parties have also not kept sample seeds nor produced them before the District Forum or before the Agricultural Officer to show that the seeds have the capacity to grow, flower up and yield uniformly without any defect.

4. THE traders of seeds, pesticides and fertilizers owe a duty and responsibility to the farmer to supply genuine product. THEY cannot give out and publish that the seed is the best seed and supply the defective seed and they cannot get away with impunity. THE innocent farmer believes the representations of the traders and falls into their trap and ultimately he becomes a victim. Such instances are coming into light, day in and day out in this State. THE traders cannot adopt unfair trade practices and induce the gullible farmers who come from villages for purchase of seeds attract them with high sounding words and ultimately squeeze them to the maximum extent possible resulting in colossal loss of the crop to the farmers. This is not only personal loss to the farmer but also great loss of production in the public interest which otherwise would have been available to the benefit of the public in general. THEREfore, these lapses on the part of the traders cannot be taken lightly and such recurrence of occurrences which are resulting in such mal-practices should be prevented at any cost. THE opposite parties though asserted that they have kept pamphlet containing instructions in the bags which contain the seed the complainant denied that there is any such pamphlet in the bag. For all the above reasons we are of the opinion that there is deficiency of service on the part of the appellants/opposite parties and, therefore, the complainant should be compensated. The complainant claims a sum of Rs. 12,500/- per acre towards the loss of crop. In addition to that he also claims a sum of Rs. 2,500/- and Rs. 5,000/- towards compensation for mental agony and suffering. It is seen from his evidence that he has sown the seed in one acre in CD. No. 456/1995 and in two acres in CD. No. 457/1995. The District Forum in our view has limited the compensation to an extent of Rs. 10,000/- per acre and granted Rs. 2,500/- and Rs. 5,000/- respectively towards compensation

for mental agony and suffering. Grant of interest at 15% from the date of filing of the complaint till the date of payment cannot be said to be unreasonable. For all the above reasons we are in entire agreement with the view taken by the District Forum. We do not find any ground to interfere with the order under appeal. The appeals, i.e. F.A. Nos. 197/2000, 201/ 2000 and 501/2000 are accordingly dismissed. Appeals dismissed.