
(2018) 11 DEL CK 0047

In the Delhi High Court

Case No : Civil Writ Petition No.1746 Of 2018 & C.M. No.7238 Of 2018

K A Nagamani

APPELLANT

Vs

National Consumer Disputes Redressal Commission & Anr

RESPONDENT

Date of Decision : 13-11-2018

Acts Referred:

Code of Civil Procedure, 1908 — Section 2(2), 47, 151, Order 32 Rule 7

Consumer Protection Act, 1986 — Section 14, 14(1), 17(1)(a)(i), 19, 21, 21(b), 21(a)(ii), 24, 25

Citation : (2018) 11 DEL CK 0047

Hon'ble Judges : Vibhu Bakhru, J

Bench : Single Bench

Advocate : Mrigank Prabhakar, Shailesh Madiyal, Sudhanshu Prakash

Final Decision : Disposed Off

Judgement

VIBHU BAKHRU, J

1. The petitioner has filed the present petition impugning an order dated 02.02.2018 passed by the National Consumer Disputes Redressal Commission

(hereafter NCDRC), whereby the petitioner's applications, inter alia, questioning the jurisdiction of the NCDRC to entertain the Revision

Petition preferred by the respondent no.2 (Karnataka Housing Board hereafter KHB) was rejected. The petitioner also impugns NCDRC's

order dated 10.02.2017, whereby the Revision Petition preferred by the KHB against an order passed by the State Commission was allowed.

2. The principal controversy involved in the present petition is whether a Revision Petition under Section 21 of the Consumer Protection Act, 1986

(hereafter the Act) is maintainable against an order passed by the State Commission in an appeal preferred against an order of the District Forum

with regard to enforcing the orders passed in respect of the consumer complaint. The petitioner contends that the proceedings to enforce an order

passed in a consumer complaint is not an order in a consumer dispute and, therefore, a Revision Petition under Section 21 of the Act to challenge such order(s) would not lie before the NCDRC.

Factual Background

3. The petitioner applied for allotment of a HIG-B flat under Self Financing Housing Scheme at Kengeri, Bangalore. Pursuant to the petitioner's

application, she was allotted flat no.116, Type-B on the first floor by a letter dated 25.03.1992 issued by the KHB. Thereafter, KHB sent a provisional

allotment letter dated 23.04.1992 to the petitioner informing her that the total cost of the flat was Rs.3,15,000/-. The petitioner was also informed of

the dates on which the installments were required to be paid. In terms of the aforesaid provisional allotment letter, the petitioner paid an aggregate

amount of Rs.2,67,750/- in four installments.

4. On 24.06.1995, KHB sent another letter allotting her another flat in lieu of residential flat allotted earlier. The petitioner was informed that cost of

the flat now allotted to her was Rs.5,90,000/-. The petitioner was not willing to pay the enhanced cost and sought refund of the amount paid by her.

Accordingly, KHB refunded a sum of Rs.2,67,750/- paid by the petitioner after deducting a sum of Rs.3,937/-.

5. On 29.12.2005, the petitioner made a representation to KHB and demanded refund of the balance amount of Rs.3,937/-. She also sought interest at

the rate of 27% per annum from the date of deposit of the installments till the date of payment as compensation on negligence. KHB did not accede to

the said demand.

6. Aggrieved by the above, the petitioner filed a complaint before the Consumer Redressal Forum, Bangalore Urban District, (hereafter the District

Forum) alleging deficiency in service and seeking compensation for the same. The District Forum found in favour of the petitioner in respect of

her allegation of deficiency in service on the part of KHB and by an order dated 21.12.2006 directed KHB to refund the amount of Rs.3,937/- and

further directed KHB to pay interest at the rate of 12% per annum on Rs.2,67,750/- from the respective dates of installments paid by the petitioner.

7. The petitioner was dissatisfied with the said order and filed an appeal before

the Karnataka State Consumer Dispute Redressal Commission

(hereafter the State Commission) seeking enhancement of the compensation awarded to her. The State Commission did not accept the

petitioner's contention and dismissed the petitioner's appeal by an order dated 06.02.2007.

8. Aggrieved by the order dated 06.02.2007 passed by the State Commission, the petitioner preferred a Revision Petition before NCDRC, which was also dismissed with costs of Rs.10,000/- by an order dated 04.08.2011.

9. The petitioner filed a Special Leave Petition against the order dated 04.08.2011 passed by the NCDRC SLP(C) No.35226-35227 of 2011. The

Supreme Court granted leave and consequently, SLP was converted into Civil Appeal (Civil Appeal No.6730-6731/2012). The said appeal was

allowed by the Supreme Court by an order dated 19.09.2012 and the Supreme Court directed KHB to pay (i) interest at the rate of 18% per annum on

the sum of Rs.2,67,750/-; (ii) Rs.50,000 as compensation for deficiency in service; and (iii) Rs.20,000 as litigation costs.

10. The said order was transmitted to the District Forum for enforcement of the order. The only controversy arising before the District Forum was

with regard to the calculation of the amount payable to the petitioner. The petitioner claimed that she was entitled to an appropriate amount refunded

by KHB towards the interest. According to KHB, it had refunded the amount paid by the petitioner and was thus liable to pay interest from the dates

on which the instalments were paid till the date of refund of the principal amount. Both the parties submitted their memo of calculation before the

District Forum. The memo submitted by KHB was rejected whilst, the memo of calculation of the petitioner was partly accepted. Accordingly, by an

order dated 16.08.2014, District Forum directed KHB to pay a further sum of Rs.1,07,057/- as on 14.08.2014 (instead of Rs.3,58,749/- as claimed by

the petitioner).

11. Aggrieved by the same, KHB preferred an appeal before the State Commission (Appeal No.1238/2014), which was allowed by an order dated

01.03.2016. The State Commission set aside the order dated 16.08.2014 passed by the District Forum in Execution Petition no.2/2014 and held that the

amount paid by KHB to the petitioner would have to be appropriated first towards interest and accordingly, a sum of Rs.2,67,750/- paid by KHB is to

be appropriated towards interest and the matter was remanded to the District Forum to compute the amount payable to the petitioner and a cost of

Rs.20,000/- was also imposed on KHB.

12. Aggrieved by the aforesaid order, KHB preferred a Revision Petition before NCDRC. The petitioner resisted the aforesaid appeal and, inter alia,

filed an application (IA No.299/2017) contended that the Revision Petition was not maintainable as a Revision Petition did not disclose any jurisdiction

error on the part of State Commission passing the order dated 01.03.2016.

13. KHB's Revision Petition was allowed by NCDRC by an order dated 10.02.2017. NCDRC held that a sum of Rs.2,67,750/- was to be

appropriated towards interest was contrary to the averments made in a complaint.

14. Thereafter, the petitioner filed another application (Miscellaneous Application No.281/2017) before the NCDRC, inter alia, contending that that the

order dated 10.02.2017 be declared a nullity and the NCDRC has no jurisdiction to entertain the Revision Petition. The petitioner prayed that the

Revision Petition alongwith the petitioner's application (RP 1362/2016 alongwith IA No.299/2017) be referred to a Larger Bench. The petitioner

filed another application (MA 283/2017) seeking transfer of the execution applications pending before the District Forum, Bangalore to District Forum,

Delhi and further to transfer the matter pending before the State Commission, Bangalore to the State Commission, Delhi.

15. The said applications (IA No.299/2017, MA 281/2017, MA 282/2017 and MA 283/2017) were dismissed by the NCDRC by a common order

dated 02.02.2018, which is impugned in the present petition.

Submissions

16. The principal contention advanced by the petitioner, who appears in person, is that, a Revision Petition under Section 21 of the Act is not

maintainable against an order of the State Commission passed in appeal relating to enforcement of an order. The petitioner has relied upon the

decision of the Full Bench of the Andhra Pradesh in Guntupalli Rama Subbayya v. Guntupalli Rajamma: AIR 1988 AP 226, wherein the Court had

held that execution proceedings could not be considered as a continuation of suit. She also relied on the decision of the Full Bench of the Patna High

Court in Masomat Narmada Devi and Anr. v. Ram Nandan Singh and Ors.: AIR

1987 Patna 33 in support of the aforesaid contention.

17. She further contended that a consumer dispute would only mean a dispute with regard to deficiency in service and an order passed for

enforcement of an order relating a consumer complaint would not fall within the definition of the term consumer dispute and, therefore, NCDRC

would have no jurisdiction to entertain a Revision Petition under Section 21(b) of the Act. She referred to the decision of the Supreme Court in

Economic Transport Organization v. M/s Charan Spinning Mills (P) Ltd. & Anr.: Civil Appeal No.5611/1999 in support of her contention.

18. Mr Mrigank Prabhakar, learned counsel appearing for the KHB countered the aforesaid submissions made by the petitioner. He submitted that the

present petition is not maintainable as the petitioner had an alternative remedy of filing a review petition before NCDRC and/or a special leave petition

before the Supreme Court.

19. Next, he submitted that the proceedings for enforcement of the decision of the Supreme Court in the complaint filed by the petitioner was also an

extension of a consumer dispute and, therefore, NCDRC would have the jurisdiction to exercise its revisional powers under Section 21(b) of the Act.

He relied on the decision Supreme Court in Dokku Bhushayya v. Katragadda Ramakrishnayya & Others: (1963) 2 SCR 499 in support of the

contention that proceedings in execution of a decree were extension of the suit. He also relied on the decisions of the Bombay High Court in Satguru

Construction Co. Pvt. Ltd. & Others v. Greater Bombay Co-Operative Bank Ltd.: 2007 (3) M.h.L.J 843; and Raghunath

R. Shingate v. Jayant Gajanan Pathak and Others: 2011 (6) M.h.L.J 799 and decision of the Patna High Court in M/s Parshava Properties Ltd. v. A.

K. Bose: AIR 1979 Pat 308, wherein the Courts had observed that execution proceedings were continuation of the suit.

Reasons and Conclusion

20. At the outset, it is relevant to observe that the right to file an appeal or file a revision is a statutory right, conferred by the statute; such rights are

not inherent and cannot be assumed to exist in absence of specific statutory provisions. Thus, the question whether the NCDRC has the jurisdiction to

entertain the Revision Petition filed by KHB has to be examined by referring to the relevant provisions of the Act.

21. Section 21 of the Act, which provides for jurisdiction of the NCDRC is relevant and reads as under:-

21. Jurisdiction of the National Commission. Subject to the other provisions of this Act, the National Commission shall have jurisdiction

(a) to entertain

(i) complaints where the value of the goods or services and compensation, if any, claimed exceeds [rupees one crore]; and

(ii) appeals against the orders of any State Commission; and

(b) to call for the records and pass appropriate orders in any consumer dispute which is pending before or has been decided by any State Commission

where it appears to the National Commission that such State Commission has exercised a jurisdiction not vested in it by law, or has failed to exercise a

jurisdiction so vested, or has acted in the exercise of its jurisdiction illegally or with material irregularity.

22. In terms of Section 19 of the Act, an appeal can be preferred to NCDRC against any order passed by the State Commission against an order

passed under Section 17(1)(a)(i) of the Act. Section 17 and 19 of the Act are set out below:

17. Jurisdiction of the State Commission.

(1) Subject to the other provisions of this Act, the State Commission shall have jurisdiction

(a) to entertain

(i) complaints where the value of the goods or services and compensation, if any, claimed [exceeds rupees twenty lakhs but does not exceed rupees one crore]; and

(ii) appeals against the orders of any District Forum within the State; and

(b) to call for the records and pass appropriate orders in any consumer dispute which is pending before or has been decided by any District Forum

within the State, where it appears to the State Commission that such District Forum has exercised a jurisdiction not vested in it by law, or has failed to

exercise a jurisdiction so vested or has acted in exercise of its jurisdiction illegally or with material irregularity.

(2) A complaint shall be instituted in a State Commission within the limits of whose jurisdiction,

(a) the opposite party or each of the opposite parties, where there are more than one, at the time of the institution of the complaint, actually and

voluntarily resides or carries on business or has a branch office or personally works for gain; or

(b) any of the opposite parties, where there are more than one, at the time of the institution of the complaint, actually and voluntarily resides, or carries

on business or has a branch office or personally works for gain, provided that in such case either the permission of the State Commission is given or

the opposite parties who do not reside or carry on business or have a branch office or personally works for gain, as the case may be, acquiesce in

such institution; or

(c) the cause of action, wholly or in part, arises.

19. Appeals. Any person aggrieved by an order made by the State Commission in exercise of its powers conferred by sub-clause (i) of clause

(a) of section 17 may prefer an appeal against such order to the National Commission within a period of thirty days from the date of the order in such

form and manner as may be prescribed:

Provided that the National Commission may entertain an appeal after the expiry of the said period of thirty days if it is satisfied that there was

sufficient cause for not filing it within that period:

[Provided further that no appeal by a person, who is required to pay any amount in terms of an order of the State Commission, shall be entertained by

the National Commission unless the appellant has deposited in the prescribed manner fifty per cent. of the amount or rupees thirty-five thousand,

whichever is less.

23. The order dated 01.03.2016 passed by the State Commission was not in exercise of jurisdiction under Section 17(1)(a)(i) of the Act and therefore,

undisputedly, an appeal against the said order would not lie before the NCDRC. Thus, indisputably, the impugned orders have been passed by

NCDRC in exercise of jurisdiction under Section 21(b) of the Act and not in exercise of its appellate powers under Section 21(a)(ii) of the Act. As is

apparent from the plain language of Section 21(b) of the Act, the jurisdiction of the NCDRC is limited to call for the records and pass appropriate

orders in any consumer disputeâ?? which may either be pending or has been decided by the State Commission. Thus, the issue to be addressed is

whether NCDRC has passed the impugned orders in any consumer disputeâ???. The expression consumer disputeâ?? is defined in Section 2(e) as

under:-

2. Definitions.

(e) consumer dispute means a dispute where the person against whom a complaint has been made, denies or disputes the allegations contained in the complaint.

24. It is clear from the above that the consumer disputeâ?? means a dispute where the allegations made in the complaint are denied or disputed by

the person again whom the complain is made.

25. In the present case, the petitioner had alleged in a complaint that there was deficiency in service of negligence on the part of KHB in not handing

over possession of the flat to the petitioner within a period of one and a half years as promised. She further alleged that the action of the opposite

party in not refunding the full deposit amount of Rs.2,67,750/- (Rupees two lakhs sixty seven thousand seven hundred fifty only) with the interest at

the rate of 27% p.a. as claimed by the complainant though the deposit lying with the Opposite Party for nearly 14 years without getting interest,

amounts to the deficiency in service and negligence on the part of the Opposite Party in rendering service to the customers like the Complainant.

26. The aforesaid dispute, was decided by the District Forum on 21.12.2006 and KHB was directed to refund the amount of Rs.3,937/-and further,

pay an interest at the rate of 12% per annum from the date of deposit of the respective installments

27. As is apparent from the plain language of clause (e) of sub-section (1) of Section 2 of the Act, a consumer dispute relates to allegations made in a

complaint. The term complaintâ?? is defined under Clause (c) of sub-section (1) of Section 2 of the Act in the following terms:

(c) complaint means any allegation in writing made by a complainant that

(i) an unfair trade practice or a restrictive trade practice has been adopted by any trader or service provider;

(ii) the goods bought by him or agreed to be bought by him; suffer from one or more defects;

(iii) the services hired or availed of or agreed to be hired or availed of by him suffer from deficiency in any respect;

(iv) a trader or service provider, as the case may be, has charged for the goods or for the service mentioned in the complaint a price in excess of the price

(a) fixed by or under any law for the time being in force

(b) displayed on the goods or any package containing such goods ;

(c) displayed on the price list exhibited by him by or under any law for the time being in force;

(d) agreed between the parties;

(v) goods which will be hazardous to life and safety when used or being offered for sale to the public,--

(A) in contravention of any standards relating to safety of such goods as required to be complied with, by or under any law for the time being in force;

(B) if the trader could have known with due diligence that the goods so offered are unsafe to the public;

(vi) services which are hazardous or likely to be hazardous to life and safety of the public when used, are being offered by the service provider which

such person could have known with due diligence to be injurious to life and safety;

28. The complaint in the present case does not fall under any of the sub-clauses except sub-clause (iii) of Section 2(1)(c) of the Act; that is, a

complaint of deficiency in service.

29. Section 12 of the Act provides the manner in which a complaint is required to be made. Section 13 of the Act provides for the procedure and

admission of the complaint and Section 14 of the Act provides for the findings that may be returned by the District Forum. The relief granted by the

District Forum falls within clause (d) of Section 14(1) of the Act. The relevant extract of Section 14 is set out below:-

14. Finding of the District Forum.

xxxx xxxx xxxx

(d) to pay such amount as may be awarded by it as compensation to the consumer for any loss or injury suffered by the consumer due to the

negligence of the opposite party:

Provided that the District Forum shall have the power to grant punitive damages in such circumstances as it deems fit;

30. Given the aforesaid scheme of the Act, it is clear that the consumer dispute, which commenced with filing of the complaint and denial by KHB,

culminated in the order passed by the District Forum on 21.12.2006. The said order was carried in an appeal before the State Commission; to

NCDRC; and thereafter to the Supreme Court. It finally culminated in the order dated 19.09.2012 passed by the Supreme Court. It is well settled that

the appellate proceedings are of continuation of the original proceedings and thus, the order passed by District Forum merged with the order passed

the Supreme Court. Thus, insofar as the consumer dispute is concerned the same stands adjudicated in terms of the findings of the District Forum as

merged with the order of the Supreme Court passed on 19.09.2012.

31. The proceedings before the District Forum were now limited to execution/enforcement of the order passed by the Supreme Court on 19.09.2012.

The operative part of the said order reads as under:-

26. For the reasons aforesaid, we allow the appeals and pass the following order:-

(i) The respondent is directed to pay the appellant-complainant interest at the rate of 18% per annum on Rs.2,67,750/- from date of its respective

deposit till the date of realization with further direction to refund the amount of Rs.3,937/- to her, as directed by the Consumer Forum.

(ii) The respondent is directed to pay the appellant-complainant further sum of Rs.50,000/- as compensation for deficiency in service on their part.

(iii) The respondent is also directed to pay the appellant-complainant a sum of Rs.20,000/-towards cost of the litigation incurred by her.

The aforesaid amount be paid in favour of the appellant-complainant on an early date but not later than four weeks from the date of receipt/production

of copy of this order. The orders passed by the State Commission and the National Commission are set aside and the order passed by the District

Forum stands modified to the extent above.

32. As is apparent from the above, the Supreme Court had directed KHB to pay the amount as indicated in its order, within a period of four weeks

from the date of receipt of the said order. The proceedings before the District Forum in E.P. No. 02/2014 were for enforcement of the said order.

Before the District Forum, both the parties, the petitioner as well as KHB, submitted their respective statement of calculation of the amount payable.

According to the petitioner, the amount received by her was required to be

appropriated first towards the interest payable and thereafter, towards the principal amount. According to KHB, it had paid the principal amount and thus, was required to pay only interest on the same. Plainly, this controversy does not fall within the scope of the consumer dispute but is related to interpretation of the order(s) passed in the said dispute.

33. The nature of execution proceedings is materially different from the nature of the proceedings for adjudication of the complaint. The said proceedings are independent proceedings. As noticed above, the consumer dispute culminates in the findings of the District Forum. As indicated by the opening sentence of Section 14(1) of the Act, the said order is passed after the proceedings conducted under Section 13. Thus, insofar as the consumer dispute is concerned, it stands determined by an order passed under Section 14 of the Act. Orders passed for execution of any order passed under Section 14 would plainly not be an orders in a consumer dispute.

34. At this stage, it is relevant to refer to Section 25 of the Act which provides for the enforcement of the order of District Forum, State Commission or the NCDRC. Section 25 of the Act is set out below:-

25. Enforcement of orders of the District Forum, the State Commission or the National Commission. (1) Where an interim order made under this Act, is not complied with the District Forum or the State Commission or the National Commission, as the case may be, may order the property of the person, not complying with such order to be attached.

(2) No attachment made under sub-section (1) shall remain in force for more than three months at the end of which, if the non-compliance continues, the property attached may be sold and out of the proceeds thereof, the District Forum or the State Commission or the National Commission may award such damages as it thinks fit to the complainant and shall pay the balance, if any, to the party entitled thereto.

(3) Where any amount is due from any person under an order made by a District Forum, State Commission or the National Commission, as the case may be, the person entitled to the amount may make an application to the District Forum, the State Commission or the National Commission, as the case may be, and such District Forum or the State Commission or the National Commission may issue a certificate for the said amount to the Collector of the district (by whatever name called) and the Collector shall

proceed to recover the amount in the same manner as arrears of land revenue.

35. In terms of Section 25(3) of the Act, a person who is entitled to an amount in terms of the orders passed by the District Forum, State Commission or NCDRC may make an application to the District Forum, State Commission or NCDRC as the case may be, for issuance of a certificate to be transmitted to the Collector for recovering the same. Any order passed at this stage would not be an order in a consumer dispute?? but for enforcement of the orders passed in the said dispute.

36. In *Guntupalli Rama Subbayya v. Guntupalli Rajamma* (supra), the Full Bench of the Andhra Pradesh High Court had considered the question whether any revision or appeal would lie against any order passed under Section 47 of the Code of Civil Procedure. It was contended that execution is a continuation of the suit and, therefore, any order passed in such proceedings, which would satisfy the essential characteristic of a decree would be appealable.

The Court repelled the said contention and held that a decree must relate to a determination of the matters in controversy in a suit or in any proceedings, which can be properly regarded as continuation of a suit. In this context, execution proceedings could not be regarded as continuation of a suit and any order of determination in such proceedings would not be appealable. The relevant extract of the said decision is set out below:-

That the law laid down in *Parshava Properties*?? case (AIR 1970 Pat 308) (supra) is no more good law should have been a good answer to the

learned counsel??s contention, but the learned counsel submits that de hors the decision in *Parshava Properties*?? case (supra), his contention that

the order in question finally determines the rights of the parties in controversy in the EP which is continuation of suit, and therefore amounts to

decree?? within Sec. 2(2) may be considered. We fail to see any force in this submission. From the definition of decree in Sec. 2(2), it is manifest

that the determination must relate to the matters controversy in the suit or in the proceedings which can properly be regarded as continuation of the

suit. Execution Proceedings, in our view, cannot be regarded as continuation of the suit in the sense in which the proceedings in appeal are treated. As

long back as in 1898 it was observed in *Venkata v. Venkataramana*, ILR (1898)

22 Mad 256 that the execution proceeding though proceeding in a suit, is not a suit. As noticed above, though the proposition that the execution proceedings are continuation of the suit, found favour with the Division Bench of the Patna High Court in Parshava Properties's case (supra), the Division Bench of this court in Challa Ramamurthy's case (supra) dissented from it and took the view that the execution proceedings started when the suit ended and in the context the suit could not be given meaning so as to include the proceedings in execution. In our view Execution proceedings are independent proceedings. They may be initiated in a suit but they are not in continuation of suit. They are taken to execute, the decree passed in the suit either at the original stage or at the appellate stage but they do not culminate in a decree. They cannot therefore, be treated as in continuation of the suit, much less as a suit. We are, therefore, in entire agreement with the view expressed by the Division Bench of this Court in Challa Ramamurthy's case (AIR 1985 Andh Pra 42) (supra) on this aspect and the Division Bench of Gujarat High Court in Hansumatiben v. Ambalal Krishnalal Parikh, AIR 1982 Guj 324. With respect we agree with the view taken by the Full Bench of the Kerala High Court in Mohamad Khan v. State Bank of Travancore, AIR 1978 Ker 201; the Allahabad High Court in Prarap Narain Agarwal v. Ram Narain Agarwal, AIR 1980 All 42 (FB); and the Patna High Court in Narmada Devi's case (AIR 1987 Pat 33) (FB) (supra) on this point.

37. In Narmada Devi v. Ram Nandan Singh (supra), the Full Bench of the Patna High Court held that orders passed under Section 47 of the CPC did not fall within the definition of a decree as defined under Section 2(2) of the CPC. It is relevant to note that in terms of Section 2(2) of the CPC, a decree means a formal expression of an adjudication, which conclusively determines the rights of the parties with regard to all or any of the matters in controversy in the suit. The Court held that .. both on principle and precedent, it must be held that orders under S. 47 cannot be equated with matters, in controversy in the original suit itself.

38. This Court is also of the view that as nature of enforcement proceedings is materially different from the proceedings for adjudication of the dispute. Any orders passed for enforcement of orders passed by the District Forum, State Commission or NCRDC cannot be construed as orders

passed in a consumer dispute that stands finally adjudicated.

39. The decision of the Supreme Court in *Dokku Bhushayya* (supra) is of little assistance to KHB. In that case, the Supreme Court was construing the

provisions of Order 32 Rule 7 of CPC. Clause 1 of Order 32 Rule 7 of CPC provides that no next friend or guardian for a minor shall enter into any

agreement or compromise on behalf of a minor with reference to the suit, without leave of the Court. The words reference to the suit are

expansive and would also include proceedings in relation to the said suit. It is in this context that the Supreme Court had observed that execution

proceedings are extension of the suit. There is no doubt that proceedings for enforcement of orders is also part of the proceedings initiated by a

complainant. However, that does not mean that orders passed in the context of enforcement of the orders adjudicating the consumer dispute, are also

orders in that consumer dispute.

40. The petitioner's contention that NCDRC would have no jurisdiction to entertain the Revision Petition against the orders of the State

Commission passed in appeal against the order of the District Forum, is merited.

41. In view of the above, the impugned orders passed by NCDRC are set aside. The petition is disposed of. The pending application is also disposed

of.