

(2004) 01 NCDRC CK 0068

In the National Consumer Disputes Redressal Commission

MAHINDER SINGH

APPELLANT

Vs

PASCOS

RESPONDENT

Date of Decision : 03-01-2004

Acts Referred:

Citation : 2004 2 CPJ 434

Hon'ble Judges : Rumnita Mittal , Mahesh Chandra J.

Final Decision : Appeals dismissed

Judgement

1. THE above mentioned two appeals are directed against separate orders of District Forum-A, Tis Hazari Courts, Delhi, both dated 3.3.1998 passed in Complaint Cases No. 91/98 and 92/98 - entitled Sh. Mahinder Singh v. Pascos and Another, and Sh. Raju v. Pascos and Another, respectively.

2. SINCE common questions of fact and law are involved in both the above mentioned appeals and are directed against the same respondents, with the consent of the parties, the above mentioned appeals have been heard together and are being disposed of by this common order. Briefly stated, the facts of both the above mentioned appeals are that the appellants had filed separate complaints under Section 12 of the Consumer Protection Act, 1986 (hereinafter referred to as "the Act") with the grievance that the appellants had purchased chassis of new truck through the respondents and had deposited an amount of Rs. 4,84,078/- with the respondents on 12.2.1996 against receipt. The respondents had assured the delivery of the vehicle within 6 to 7 days and had also assured that the amount deposited by the appellants was against the full and final payment of the chassis so booked. However, despite repeated requests and visits the chassis booked by the appellants was not delivered till 14.6.1996. Furthermore, despite the full price of the chassis having already been paid the respondents demanded further sum of Rs. 17,172/-. Thus the grievance of the appellants before the District Forum was two-fold, one that the delivery of the chassis had been made after considerable delay and secondly that the respondents had charged Rs. 5,01,250/- for the chassis instead of agreed price

of Rs. 4,84,078/- and as such had prayed for the refund of the excess amount of Rs. 1,71,762/- paid by the appellants to the respondents together with interest. The appellants had also prayed for interest on the amount Rs. 4,84,078/- deposited by them on 12.2.1996 @ 24% together with compensation of Rs. 1 lac.

The learned District Forum on the basis of the material on record held that the complaint was not maintainable as no deficiency in service was made out on the part of the respondents.

3. THE appellants aggrieved by the aforesaid orders preferred the above mentioned appeals before this Commission. We have heard the learned Counsel for the parties and have also carefully gone through the documents/material on record. The above mentioned appeals filed by the appellants raise two issues as to whether there was deficiency in service on the part of the respondents in delaying the delivery of chassis booked by the appellants and whether the price charged was more than the agreed price. In this regard the appellants in support of their contentions have relied upon the delivery receipt dated 12.2.1996. As per the said document especially Clauses III and IV, it is apparent that no specific time for delivery of the chassis was agreed to between the parties. On the other hand, it was specifically mentioned in Clause III of the receipt in question that the vehicle would be delivered subject to the availability of requisite stock and also that the price payable in respect of the vehicle in question would be as applicable at the time of delivery. Clause IV of the said receipt has been misinterpreted by the appellants inasmuch as it nowhere states that the vehicle/chassis in question would be delivered within 15 days of booking, rather it states that if the delivery is not taken by the appellant within 15 days of the date of offer, the booking would be deemed to have been cancelled. Accordingly the documents relied upon by the appellants do not support the contentions raised by them and as such the impugned order of the learned District Forum suffers from no infirmity so as to call for any interference in the same in the exercise of our appellate powers.

4. ACCORDINGLY, the above mentioned two appeals being devoid of merit are dismissed with no order as to costs. The appeal Nos. A-244/1998 and A-245/1998 stand disposed of in above terms. Appeals dismissed.