

(1997) 07 NCDRC CK 0025

In the National Consumer Disputes Redressal Commission

M.MAHADEV

APPELLANT

Vs

DIRECTOR, NAGALAND STATE LOTTERIES

RESPONDENT

Date of Decision : 22-07-1997

Acts Referred:

Citation : 1997 3 CPJ 248 : 1997 3 CPR 48

Hon'ble Judges : B.Jagannatha Hegde , R.Kumar Gowda , B.H.Kamalamma J.

Final Decision : Complaint dismissed in limine

Judgement

1. IN this complaint, the complainant alleges as follows: He purchased lottery tickets issued by Nagaland State after paying Rs. 5/- each. It is stated that the I Prize promised was Rs. 5.00 lakhs and that he became a successful ticket-holder. It appears that the 1st opponent, the Director of Nagaland State Lotteries, informed about the success of the complainant in a letter-dated 18.2.1937 but he was not paid the amount. Later, the complainant filed a writ petition before the High Court of Karnataka in W.P. No. 9314/88. That writ petition was disposed of on 5.2.1995, with a remark that "The proper course for the petitioner is to avail other remedies available in law". Thereafter this complaint was filed on 28.2.1997. The office has raised certain objections. We do not want to consider all those objections including the question of limitation as we are convinced that the complainant cannot be classified as a "Consumer" within the meaning of the Consumer Protection Act, 1986. "Consumer" is defined under Section 2(1)(d) of the Act, as follows: "Consumer" means any person who (i) buys any goods for a consideration which has been paid or promised or partly paid and partly promised, or under any system of deferred payment and includes any user of such goods other than the person who buys such goods for consideration paid or promised or partly paid or partly promised, or under any system of deferred payment when such use is made with the approval of such person, but does not include a person who obtains such goods for resale or for any commercial purpose; or

(ii) hires or avails of any services for a consideration which has been paid or

promised or partly paid and partly promised, or under any system of deferred payment and includes any beneficiary of such services other than the person who hires or avails of the services for consideration paid or promised, or partly paid and partly promised, or under any system of deferred payment, when such services are availed of with the approval of the first mentioned person. He is not complaining about any goods, which he has purchased for consideration. The next question is whether he has engaged any services for consideration. "Service" is defined under Section 2(1)(o) of the Act, as follows:

"Service" means service of any description which is made available to potential user and includes the provision of facilities in connection with banking, financing, insurance, transport, processing, supply of electrical or other energy, board or lodging or both housing construction, entertainment, amusement or the purveying a news or other information, but does not include the rendering of any service free of charge or under a contract of personal service."

Having regard to the definition of the word "Service" we are inclined to hold that purchasing a lottery ticket does not amount to "service". It may be legalised gambling or wagering contract but not service. The complainant may have remedies before a Civil Court and not before a Consumer Court.

2. THE complaint is, therefore, rejected in limini. No costs. Complaint dismissed in limine.