
(2000) 06 NCDRC CK 0008

In the National Consumer Disputes Redressal Commission

M.P.KALAVATHI

APPELLANT

Vs

CHURCH OF SOUTH INDIA TRUST ASSO.

RESPONDENT

Date of Decision : 21-06-2000

Acts Referred:

Citation : 2000 3 CPJ 332

Hon'ble Judges : M.S.Janarthanam , Banumathi Baskaran J.

Final Decision : Complaint rejected in limine

Judgement

1. THIS action has come up for admission before us today. We perused the averments in the complaint and also the documents filed alongwith it. Such perusal reveals the following factors : (1) The opposite party, namely Church of South India Trust Association, Madras, it is said, is owning a shopping complex at Singarathoppu in Trichy town known as Super Bazaar Shopping Complex. There are about 150 shops and all those shops were let out by the opposite party to various persons. (2) The opposite party formulated a scheme for construction of 67 shops inside the Super Bazaar Complex in the ground floor and equal number of shops in the first floor, for leasing out to various parties. The new shops were proposed to be constructed around the car park and the opposite party appeared to have made application for sanction to the Municipal Authorities. (3) The complainant is one among the aspirants to take on lease some of the shops to be constructed by the opposite party inside the Super Bazaar Complex. Consequently, she entered into an agreement with the opposite party for the allotment of certain number of shops both in the ground as well as in the first floor. She also stated to have paid certain amounts by way of advance for each shop as per the terms in the agreement entered into between them. (4) The opposite party despite receipt of the amount did not at all take any steps for the construction of the proposed shops inside the Super Bazaar Complex. (5) The non-commencement of construction of the shops therein, she would say, amounts to deficiency in service on the part of the opposite party.

2. ALLEGING the factors as above, she knocked at the doors of this Commission

for certain reliefs as prayed for in the complaint. We heard the arguments of learned Counsel Mr. P.S. Balasubramaniam, appearing for the complainant.

Even at the outset, we may point out that the factors as abovestated as having been culled out from the averments made in the complaint can by no stretch of imagination be stated to constitute a consumer dispute as defined under Section 2(1)(e) of the Consumer Protection Act, 1986 (for short, "the Act"). The complainant cannot at all be construed as a consumer falling under the definition of Section 2(1)(d) of the Act. The gist of the contract entered into between the complainant and the opposite party would prima facie reveal the breach of contract by the opposite party in the sense of not completing the construction of the shops and then leasing out the same to the complainant. For such breach of contract, the action lies by way of a civil remedy before a competent Forum and definitely not before this Commission.

3. IN this view of the matter, the complaint is rejected in limine. Complaint rejected in limine.