
(2017) 04 NCDRC CK 0071

In the National Consumer Disputes Redressal Commission

Case No : 521 of 2016

M/S. URBAN IMPROVEMENT CO. (P) LTD.

APPELLANT

Vs

DALJIT SINGH

RESPONDENT

Date of Decision : 20-04-2017

Acts Referred:

Consumer Protection Act, 1986, Section 19 - Appeals

Citation : 2017 2 CPR 527

Hon'ble Judges : D.K. Jain, Shreesha

Advocate : D. S. Chauhan, Ruchi Singh, Gurpreet Singh Sethi

Judgement

1. This First Appeal, under Section 19 of the Consumer Protection Act, 1986 (for short "the Act"), by an Urban Improvement Company Ltd., a Real Estate Developer and the sole Opposite Party in the Complaint, is directed against the order dated 29.3.2016 passed by the Delhi State Consumer Disputes Redressal Commission at New Delhi (for short "the State Commission") in Complaint No.244 of 2009. By the impugned order, while arriving at the conclusion that the Complaint filed by the Respondent herein, alleging deficiency in service on the part of the Appellant in cancelling the allotment of Plot No.B-30, admeasuring 350 sq. yds. situated in Greenfields Residential Colony, Anangpur Road, Faridabad, on the ground that the Complaint was barred by limitation, the State Commission has proceeded to direct the Appellant to refund to the Respondent/ Complainant a sum of 23,505/- admittedly deposited by him with the Appellant, along with interest @ 12% p.a. from 31.07.1986, i.e. the date of deposit till the date of refund and also pay to him an amount of 20,000/- as compensation for the harassment caused.

2. In so far as the direction with regard to the refund of the aforesaid amount is concerned learned Counsel appearing for the Appellant states that as per his instructions, the same along with interest was remitted to the Respondent by means of a Demand Draft by Speed Post as far back as on 15.12.2016. Per Contra, learned Counsel appearing for the Respondent states that as per his

instructions, the said Draft has still not reached his client. Be that as it may, it is agreed to by the learned

3. Counsel that subject to the Appellant's making enquiry from the Bank as to whether or not the proceeds of the Demand Draft have been realized, the Appellant shall send to the Complainant a fresh Demand Draft in the said amount, in case the old Draft has not been got encashed. The said exercise shall be completed within two weeks from the date of receipt of a copy of this order. It is ordered accordingly. The question now surviving for consideration is whether, having come to the conclusion that the Complaint was barred by limitation, the State Commission was justified in awarding compensation of 20,000/- in favour of the Complainant, for the alleged harassment and mental agony caused to him on account of the delay in refund of the said amount since the year 2006.

4. Having heard learned Counsel for the parties on the point, we are of the view that the said direction is per se illegal and hence unsustainable.

5. As noted above, having arrived at the conclusion that the complaint was barred by limitation, it was beyond the Jurisdiction of the State Commission to grant any kind of relief, prayed for in the Complaint.

6. Resultantly, the Appeal is allowed save and except to the extent noted above; the impugned order to the extent it directs payment of compensation of 20,000/- to the Complainant, is set aside leaving the parties to bear their own costs.

7. The statutory amount deposited by the Appellant at the time of filing of the Appeal shall stand transferred to the Consumer Legal Aid Account.