

**(1998) 07 NCDRC CK 0003**

**In the National Consumer Disputes Redressal Commission**

P.AMIRTHAM

APPELLANT

Vs

Chairman, Tamil Nadu Slum Clearance Board

RESPONDENT

---

**Date of Decision :** 15-07-1998

**Acts Referred:**

**Citation :** 1998 3 CPJ 377 : 1999 1 CPR 173

**Hon'ble Judges :** E.J.Bellie , Pulavar V.S.Kandasamy , Angel Arulraj J.

**Final Decision :** Appeal dismissed

---

**Judgement**

1. THIS appeal is by the complainant who has lost her case before the District Forum. Her case is that the 1st opposite party-Chairman, Tamil Nadu Slum Clearance Board, Kamarajar Salai, Madras- 5 [TNSCB] allotted a tenement to her as a licensee in his proceedings dated 31.3.1983. As per the terms of the said licence she paid Rs. 50/- as advance fee and executed an agreement with the TNSCB. While the complainant was in occupation of the premises, her daughter the 2nd opposite party who had got married, due to some ill- feelings with her in-laws, came to the complainant and remained with her. After some time the complainant expressed her desire that her daughter should go away to her house. But she claimed ownership of the tenancy and refused to go. Then on enquiry the complainant came to know that the licence right had been transferred to the name of the 2nd opposite party. When this was questioned, the 1st opposite party did not do anything. Alleging deficiency in service on the part of the 1st opposite party the complaint has been filed for re-transferring the licence right to the complainant or to provide an alternate accommodation to her.

2. THE 1st opposite party remained ex-parte. The 2nd opposite party contested the matter. Her case is that in fact the complainant was never the licensee. She denied that she had stolen any document of the complainant as alleged and the TNSCB had transferred the licence right in her name in the year 1991. Even before then, from 1987 she had been paying the licence fees and subsequently also she had been paying the licence fee. Therefore, it is not correct to say that there was deficiency in service on the part of the 1st opposite party and the

complainant cannot have any remedy.

The District Forum, even though the 1st opposite party had remained ex-parte, after consideration of the evidence led in by the complainant and the 2nd opposite party has held that it cannot be said that there was deficiency in service on the part of the 1st opposite party. So holding, the District Forum dismissed the complaint.

3. NOW in the appeal, it is argued that the order of the District Forum cannot be upheld as correct. The 2nd opposite party has filed Ex. B-3 series receipts. We find from them that on 8.10.1987 the licence fee had been paid in the name of the complainant Amirtham, but from 1991 upto 1994 i.e., till the filing of the complaint the licence fee had been paid in the name of the 2nd opposite party. NOW the transfer order had been effected under Ex. B-6 on 24.8.1991. The District Forum, after referring to a letter written by the 1st opposite party to the complainant, has stated that according to the 1st opposite party even though the complainant had been the licensee originally, she had allowed the 2nd opposite party to be in occupation of the house and that would amount to an act against the rules, and considering the fact that it was the 2nd opposite party who had been paying the rent from 1987, the licence right had been transferred to her name under Ex. B-6. Considering the facts that all the receipts from the year 1987 have been produced by the 2nd opposite party even though they stood in the name of the 1st opposite party; and even subsequent to B-6 also the receipts have been produced by her showing that the rents have been paid in her own name, it appears to us that the 1st opposite party thought it right to transfer the licence right to the name of the 2nd opposite party. It appears to be the case of the complainant that the receipts kept by her for payment of rent from 1987 till 1991 had been stolen by the 2nd opposite party. But regarding this, apart from her own averments in the complaint, there is no evidence. Considering all these circumstances, it appears to us that from the available records before the District Forum it could not hold the complainant's case as true. Rightly therefore, it dismissed the complaint. We feel that this is a case which the complainant could agitate in a Civil Court and not in the Consumer Forum. Thus holding, we dismiss the appeal. However there will be no order as to costs. We set aside the order passed by the District Forum directing the complainant to pay a cost of Rs. 500/- since there is no finding by the District Forum that the complaint is false or frivolous or vexatious as contemplated under Section 26 of the Consumer Protection Act. Appeal dismissed.