

(1999) 09 NCDRC CK 0042

In the National Consumer Disputes Redressal Commission

PUSHPA GUPTA

APPELLANT

Vs

AGANALL TRADERS LTD.

RESPONDENT

Date of Decision : 13-09-1999

Acts Referred:

Citation : 2000 1 CPJ 8 : 2000 2 CLT 628 : 2000 2 CPR 22

Hon'ble Judges : Lokeshwar Prasad , Desh Bandhu , Rumnita Mittal J.

Final Decision : Appeals dismissed

Judgement

1. SINCE the above mentioned three appeals, filed under Section 15 of the Consumer Protection Act, 1986 (hereinafter referred to as "the Act") have common facts and also raise common questions for consideration, the same with the consent of the learned Counsel for the appellant, have been heard together on the question of admission.

2. IN all the above mentioned three appeals, the appellants had filed separate complaints under Section 12 of the Act before District Forum No. I, averring that the appellants had booked Maruti 800/AC cars, being manufactured by respondent No. 2, with respondent No. 1 on 28.12.1994 after raising loan from Bank of America. It is alleged that the respondents had made a promise to the appellants for the delivery of the cars in question within four months. The grievance of the appellants, in the complaints, filed by them before the District Forum, in nutshell, was that against their bookings the cars in question, instead of being delivered to the appellants, were disposed of by the respondents in open market on good premium/black money. Further grievance of the appellants was that in their case due to the above unfair trade practice there was delay in the delivery of vehicles and in the meantime the prices of the vehicle also increased as a result of which the appellants were burdened with increased cost and avoidable interest. Alleging unfair trade practice and deficiency in service on the part of the respondents, the appellants filed separate complaints before the District Forum claiming compensation/damages for the harassment/sufferings caused to them. The claim of the appellants, in the District Forum was contested

by the respondents. The stand taken by the respondents in the District Forum was that on 26.12.1994, respondent No. 2 released a public notice to the effect that seniority of customers, who booked the vehicles from 26.12.1994 to 28.12.1994 would be determined on the basis of draw of lots and delivery of the vehicles to such persons would be made as per the seniority of the customer in terms of priority assigned after the draw of lots. It was stated on behalf of the respondents that delivery of the vehicles in question to the appellants by respondent No. 1 was made strictly in accordance with the above list. It was also contended that no firm commitment to deliver the vehicles within four months from the date of booking was given by the respondents to the appellants.

On a perusal of the order, being impugned in the present proceedings, it is apparent that it has been held by the learned District Forum that the appellants failed to prove that the respondent had promised to deliver the vehicles in question within four months of booking. It has also been observed by the District Forum in the impugned order that the respondents filed the documents before the District Forum to prove that in terms of the public notice issued by respondent No. 2 the seniority of the customers, who had booked vehicles from 26.12.1994 to 28.12.1994, was to be determined on the basis of draw of lots and the delivery of the vehicles was to be made in accordance with the seniority so determined. The respondents had also filed a copy of the seniority list of customers determined on the basis of draw of lots before the District Forum. Respondent No. 2, alongwith the written statement, also brought on record the relevant documents (Annexure-B) indicating the date of allotment, invoice No. and invoice date of each customer who had booked the vehicle with respondent No. 1 during the above said period. A priority number on the basis of draw of lots was given to those customers including the appellants which fact is not disputed even by the appellants. Against the booking, the cars in question were delivered to the appellants as per the above seniority list. The learned District Forum, on the basis of the above material, on record, has held that the appellants failed to make out a case of unfair trade practice or deficiency in service on the part of the respondents. In our opinion, no fault can be found with the above findings of the learned District Forum and the same call for no interference by this Commission in exercise of its appellate powers. Accordingly, the above mentioned appeals filed by the appellants, are directed to be dismissed in limine. In the facts and circumstances of the case, no order as to costs. Appeals dismissed.