
(1993) 05 NCDRC CK 0030

In the National Consumer Disputes Redressal Commission

SAMPURAN SINGH

APPELLANT

Vs

Punjab State

RESPONDENT

Date of Decision : 20-05-1993

Acts Referred:

Citation : 1993 0 CPC 730 : 1993 3 CPJ 1369 : 1994 1 CLT 13

Hon'ble Judges : S.S.Dewan , R.L.Gupta J.

Final Decision : Complaint dismissed

Judgement

1. THE complainant in this case is a proprietor of M/s. Sampuran Singh & Sons at Payal in District Ludhiana. THE complainant states in the complaint that he struck a deal with the respondents by filing a tender form for supplying wooden "Bee hives" boxes to the respondents as published in the tender notice 3/90 in the newspaper "Punjab Tribune" dated 24.1.1991. It is alleged that the tenders were opened by the Purchase Committee on 6.3.1991 at 3.00 p.m. in the presence of the complainant and he was told by the Purchase Committee that the decision to allot the work will be taken shortly. It is stated in the complaint that in the meanwhile the complainant got tested the wood at the Design-cum-Development Centre and submitted its report to the respondents on 11.2.1991 alongwith the sample of wood. According to the complainant in the second week of March, 1991, a Local Agriculture Inspector persuaded him to buy some "Beehive" boxes on subsidy and then he learnt that the work was allotted by the Purchase Committee at the higher rates to those tenderers who were not present on 6.10.1991 and that he was not informed by the concerned authorities as to why his tender was rejected. It is further stated that in anticipation of the work being allotted to him he started cutting his trees for making the boxes and that if he had known that the work was not being entrusted to him, he would not have cut his trees. He has stated that he had suffered a loss in his business to the tune of about Rs. 1 lac by the illegal acts of the respondents. He has prayed in the complaint that the respondents be directed to pay Rs.1,10,000/- as compensation alongwith interest @ 18% p.a. from 6.3.1991 till its realisation.

2. ON notice being issued, the respondents resisted the complaint by raising a preliminary objection that this Commission has no jurisdiction to try this complaint. ON merits, it was pleaded that it was clearly mentioned in the tender notice that all wooden parts of "Bee hive" boxes should be of "Kail" or "Deodar" wood and that cutting of trees by the complainant other than "Kail" and "Deodar" without receiving the supply order was at his own risk and that the tender submitted by the complainant was not in accordance with the specifications of the tender notice and therefore, it was rejected and the question of making any compensation to the complainant did not arise. The primal and solitary submission of Mr. Sampuran Singh, complainant is that the respondents be directed to accept his tender for supplying the "Bee hive" boxes and reject the tenders of those persons who offered to supply the wooden boxes on higher rates. The question that arises for determination is whether the Commission has the jurisdiction to entertain this complaint. The relief claimed by the complainant as stated above, is in the nature of an injunction and the power of issuing injunctions has not been conferred under the Consumer Protection Act, 1986 (for short the "Act") to this Commission. More over the provisions of Order 39 of the Civil Procedure Code also have not been made applicable to the proceedings before this Commission.

The complaint is defined under Section 1 (c) of the Act. According to it "complaint" means any allegation in writing made by a complainant that:- (a) as a result of any unfair trade practice adopted by a trader, the complainant has suffered loss or damage; (b) the goods mentioned in the complaint suffer from one or more defects; (c) the services mentioned in the complaint suffer from deficiency in any respect; (d) a trader has charged for the goods mentioned in the complaint a price in excess of the price fixed by or under any law for the time being in force or displayed on the goods or any package containing such goods.

3. THE reliefs to be granted by the State Commission are enumerated under Section 14 of the Act which is made applicable to the proceedings before this Commission by virtue of Section 18 of the Act. Section 14(1) of the Act reads thus: "If after the proceeding conducted under Section 13, the District Forum is satisfied that the goods complained against suffer from any of the defects specified in the complaint or that any of the allegations contained in the complaint about the services are proved, it shall issue an order to the" opposite party directing him to take one or more of the following things, namely:- (a) to remove defect pointed out by the appropriate laboratory from the goods in question; (b) to replace the goods with new goods of similar description which shall be free from any defect; (c) to return to the complainant the price, or as the case may be, the charges paid by the complainant. (d) to pay such amount as may be awarded by it as compensation to the consumer for any loss or injury suffered by the consumer due to the negligence of the opposite-party."

THE principle relief which the complainant has sought in the complaint is regarding declaration to the effect that his tender is liable to be accepted and the

opposite-parties should be directed to reject the tenders of the other persons to whom the work was allotted at the higher rates. THE acceptance or rejection of tenders by the authorities concerned cannot be questioned and decided by the commission and hence we are clearly of the view that we cannot grant any relief to the complainant under the Act. On this point alone, the complaint has to be dismissed and it is unnecessary to go into the other contentions raised on behalf of the complainant. In the result, the complaint is dismissed. The complainant is, however, free to seek redressal in a Civil Court if he so advised. Under the circumstances we direct the parties to bear their own costs. Complaint dismissed. _____