

(2006) 03 NCDRC CK 0010

In the National Consumer Disputes Redressal Commission

Satyam Cineplexes

APPELLANT

Vs

Mark Paul

RESPONDENT

Date of Decision : 03-03-2006

Acts Referred:

Citation : 2006 3 CPJ 12

Hon'ble Judges : J.D.KAPOOR , RUMNITA MITTAL J.

Judgement

1. IN spite of having warned the providers of service like the appellants who have charged Rs. 40 for a water bottle of Rs. 12 that for charging the price more than the MRP they will be visited with heavy punitive damages, the appellant has still not stopped this practice. Vide impugned order dated 28.7.2005 District Forum has directed it to pay Rs. 5,000 as compensation to the respondent and Rs. 1,000 as cost of litigation and to pay Rs. 50,000 to be deposited in the Consumer Welfare Fund (Legal Aid) with SBI, New Delhi for the welfare and benefit of the consumers who are not in a position to engage the service of lawyers and are pitted against rich and mighty traders.

2. THROUGH this appeal the impugned order has been assailed firstly on the ground that the respondent -consumer was a literate person and thus he knew that the article being sold at the Satyam Cineplexes, where he had gone to see the movie with his family would be of much higher price than the MRP as the price charged by the respondent was not only for water but for other services provided in the Satyam Cineplexes. In recently decided case by this Commission Nirula Corner Pvt. Ltd. & Another v. Sh. Amit Kumar, Appeal No. 2005, which was widely publicised in the National dailies we have discussed each and every aspect of the arguments being raised by such Cineplexes and restaurants particularly the plea that the service or sale of the packed commodity is not the core activity as the sale for such item is one of the services rendered by the Cineplex, hotels and restaurants and also that the provisions of Weights and Measures Act are not applicable. Some of the observations made by us in this regard are as under: "So far as the sale of any article for a price more than the maximum retail price

printed thereon is concerned it definitely falls within the arena of Consumer Protection Law and has no relevance or relationship with the provisions of Weights and Measurement Act and Rules made thereunder. In latter's case action taking authority is the Government whereas in the former's case the customer or consumer dominates the litigation i.e., action against the delinquent traders. It was for the protection of interest of consumer at large from the vices of deficiency in service, unfair trade practice, sale of defective goods that this law was brought on the statute book. Main purpose was to inculcate the high standard of service, quality, quantity, purity, and potency for the service providers as well as traders and that was why each of these terms was defined exhaustively by the statute, which we have produced at the inception. The very connotation printed on the packaged goods namely MRP leaves no manner of doubt that any trader or person in possession of such articles or goods with an intention to sell it to the consumer at any place irrespective of whether it is in the hotel/restaurant premises at the counter or across the counter or at home or at the seven star or five star hotel, on PVRs or cinemas or at any other place have no right to charge more than what is printed thereon. No kind of explanation including the one that sale of such articles is not the core activity but is incidental to the overall services rendered by the Hotels/Restaurants/Club/Shops/pageants/fairs, etc. is permissible and acceptable. Had it not been so the purpose of statutory requirement of the manufacturer or trader of printing the MRP on the packaged goods would have been rendered meaningless? It was only for this sole purpose that such trader or sellers or restaurant owners or hoteliers were prevented from free for all game and to charge the price at their whims and caprice, arbitrarily, unethically and unscrupulously. Sole object of selling such articles is to earn profit. It is beyond imagination that they would be getting the bulk supply at the MRP rates. Even if they get at "MRP" rates, they have no licence to sell it in retail for more than the MRP printed thereon. If they want to take advantage of extra kind of service for the consumer or the customer at their premises they should refrain from selling the goods in packaged articles on which the MRP is printed. Once they decide to sell such kind of packaged goods they have statutory obligation not to charge more than the MRP printed on the packaged goods. On none of the packaged goods there is statutory requirement of printing the maximum wholesale price. The only requirement is to mention the MRP and to tell such traders what is the meaning of retail is to scoff at them. Even an illiterate and gullible person knows the meaning of word MRP "Retail" means the sale of goods or articles to an individual or in small quantities directly to the consumer."

We do not find any reason whatsoever to show any kind of indulgence for such an unscrupulous providers of service in spite of having warned it in the past not to indulge in such unfair trader practice and dismiss the appeal.

3. THE FDR, if any deposited by the appellant, be returned forthwith.

4. A copy of this order as per statutory requirements be forwarded to the parties

free of costs and also the concerned District Forum and thereafter the file be consigned to Record Room. Appeal dismissed.