
(1994) 12 NCDRC CK 0001

In the National Consumer Disputes Redressal Commission

Ultrachem Industries

APPELLANT

Vs

Geeta Roadways

RESPONDENT

Date of Decision : 09-12-1994

Acts Referred:

Citation : 1995 1 CPJ 479 : 1995 2 CLT 219

Hon'ble Judges : R.N.MITTAL , S.BRAR J.

Judgement

1. BRIEFLY , the facts are that the complainant is manufacturing Ultrarmhrine Blue (Neel). He booked four consignments of Neel from Delhi to Karnal as detailed below: - S.No. G.R. No. Date of booking Nos of bags Value of goods
1. 10395 9.1.1992 60 Rs. 35,943/ - 2. 10394 9.1.1992 10 Rs. 5,990/ - 3. 13362 14.4.1992 40 Rs. 23,520/ - 4. 14703 29.5.1992 80 Rs. 47,040/ - Total : Rs. 1,12,493/ -

Out of the said consignments 1st 3 were in the name of self and the 4th in the name of Binaca Washing Powder Company. It is alleged that the O.P. delivered the goods without getting the good's receipt to someone. Consequently, there is deficiency in service on their part and they are liable to pay the price of goods to the complainant.

2. THE complaint has been contested by the opposite party (O.P.). They inter alia pleaded that the payment of the goods had been made to the complainant and, therefore, they are not entitled to get any amount from them. The only question that arises for determination is, whether, there was any deficiency in service on the part of the O.P. It is not disputed that the goods were delivered by the O.P. to some persons without getting the goods receipt from them, It has been settled by the National Commission in Synco Textiles Pvt. Ltd. v. Economic Transport Organisation and Others, I (1991) CPJ 40 (NC), that if it is found there is hiring of service for consideration and that loss has been caused to the complainant on account of negligence and deficiency in service, the aggrieved consumer is entitled to seek his remedy under the Consumer Protection Act. In that case too the goods were delivered by the complainant -appellant to the transporter for

carriage of the goods from Shivganj in Rajasthan to Cuttack in Orissa and the documents and goods receipt were sent through the Bank, but the documents were not honoured by the consignee. The goods were not delivered by the carrier to the consignor, when they were asked to do so. The claim of the complainant was allowed by the National Commission.

3. MISS Gupta has contended that the consignments have been delivered by the O.P. to M/s. Binaca Washing Powder Co., who have paid the price of the goods to the complainant and therefore, they are not entitled to get the amount from the O.P. This fact has been denied by the complainant. We are not inclined to adjudicate upon this controversy in the proceedings under the Act. Opposite party may seek redressal in the Civil Court, if so advised against Binaca Washing Company Ltd.

4. THE complainant has further claimed interest on the said amount @18% p.a. In the facts and circumstances of the case we allow interest to them @15% p.a. For the aforesaid reasons we accept the complaint with costs and direct the O.P. to pay Rs. 1,12,493/- say Rs. 1,12,500/- with interest @15% p.a. from the date of delivery of the consignments to them, to the date of the payment to the complainant within a period of 3 months, failing which action shall be taken against them under Section 27 of the Consumer Protection Act. Costs Rs. 1,500/-. Complaint allowed with costs.