



**IN THE PUNJAB AND HARYANA HIGH COURT AT
CHANDIGARH**

119

CWP-11028-2024
Date of Decision: 13.05.2024

MANPREET SINGH SOOD

... Petitioner

VERSUS

**NATIONAL CONSUMER DISPUTES REDRESSAL
COMMISSION AND ANOTHER**

... Respondents

CORAM: HON'BLE MR. JUSTICE VINOD S. BHARDWAJ.

Present: Mr. Chanakya Batta, Advocate
for the petitioner.

VINOD S. BHARDWAJ, J. (ORAL)

Challenge in the present petition is to the order/decision dated 05.01.2024 (Annexure P-9) passed by the National Consumer Disputes Redressal Commission, New Delhi and order dated 28.04.2023 passed by the State Consumer Disputes Redressal Commission, Punjab at Chandigarh (Annexure P-7) and order dated 02.02.2021 passed by the District Consumer Disputes Redressal Commission, Jalandhar (Annexure P-5).

The petitioner had filed a complaint before the District Consumer Disputes Redressal Commission, Jalandhar under Section 13 of the Consumer Protection Act, 1986 for deficiency in service on the part of the respondent No.2-opposite party alleging that the membership of the petitioner has illegally been terminated and discontinued. A further prayer is made that the respondents be directed to continue to provide service to the applicant-petitioner.

The Jullundur Gymkhana Club- the respondent therein filed a written statement wherein specific objections were taken that the application in



question is barred by limitation as the membership of the petitioner was terminated on 01.06.2010 and he was informed about the same vide letter dated 10.06.2010 and the application/complaint was filed before the District Consumer Disputes Redressal Commission, Jalandhar in the year 2019 and the same being beyond the period of two years as provided under Section 24-A of the Consumer Protection Act, 1986, the same was barred by limitation. It was also averred in the preliminary submissions that the membership of the societies are allotted as per the bye-laws of the club and the members are required to pay the prescribed subscription fee. In the event of the default in the payment of the dues for a period of three months, the membership is liable to be dismissed. Against an order of dismissal/termination of membership, an appeal can be filed to the General Body within a period of thirty days. The petitioner, who was a member against membership No.1293 defaulted in payment of dues, whereafter three notices under registered post were issued to the petitioner to deposit the arrears. The details of the said notices are as under:

- a) Ref. No.JG/2010 dated 27.02.2010,
- b) Ref. No.JG/2010 dated 28.03.2010,
- c) Ref. No.JG/2010 dated 17.04.2010.

Notwithstanding the said notices, the dues were not deposited. Eventually, vide order dated 10.06.2010, the membership of the petitioner was terminated.

The complaint in question was filed on 23.12.2019 before the District Consumer Disputes Redressal Commission, Jalandhar. The same was accordingly dismissed as being barred by limitation and after noticing that registered notices for clearance of dues had been duly sent and were established



on record and that the complaint in question had been filed after a delay of more than seven years from the expiry of period of limitation.

Aggrieved thereof, Appeal No.90 of 2021 was preferred by the petitioner before the State Consumer Disputes Redressal Commission, Punjab at Chandigarh. The State Consumer Disputes Redressal Commission, Punjab at Chandigarh recorded the following observation:

12. Now, with regard to the point of dismissal of the complaint by the District Commission on the ground of limitation, is concerned, the appellant /complainant contended that the District Commission has failed to consider the fact that the chart of dues, Ex.OP-7, attached with the written statement filed by the respondent/OP itself shows that amount was due towards the appellant till December, 2019, therefore, the complaint filed by him on 02.02.2021 was within limitation. We have perused the said Ex.OP-7 and find that at the very head note of the said document it shows that the membership of Sh. Manpreet Singh Sood bearing A/C No.1293 was terminated in June 2010 and at the bottom of the said document it has been mentioned that total amount of Rs.4,23,403/- was outstanding till December 2019, which includes Rs.3,72,223/- towards principal and penalty, Rs.50,000/- towards Revival Fee and Rs.1,180/- towards Development charges. It appears that the appellant/complainant has wrongly relied upon the said document considering it to be an account ledger, whereas this document has been placed on record by the respondent/OP to apprise the District Commission that in case appellant/complainant wanted to revive the membership, then he had to pay revival fee along with outstanding arrears etc. to the tune of Rs.4,23,403/- upto December 2019. It is not the case of the appellant/complainant that the said document was communicated to him by the respondent/OP in the month of December 2019. Rather the same was placed on record to assist the Court. Hence,



we do not find force in the contention raised by the appellant/complainant and the same is hereby rejected. The District Commission has rightly decided the complaint filed before it on the ground of limitation in accordance with law, as mentioned above.

13. Sequel to our above discussion, we do not find any merit in the present appeal and the same is hereby dismissed with no order as to costs. The impugned order passed by the District Commission is upheld.

On noticing that there was a non-payment by the petitioner-applicant and that notices had been served upon him and that the application/complaint was barred by limitation, even the appeal was also dismissed by the State Consumer Disputes Redressal Commission, Punjab at Chandigarh.

Still feeling aggrieved of the same, the petitioner preferred a Revision Petition No.2957 of 2023 before the National Consumer Disputes Redressal Commission, New Delhi. The contentions of the petitioners were thoroughly examined by the National Commission and it was noticed that the petitioner, despite being an Advocate, has failed to give even an approximate date on which the opposite party-respondent No.2 withdrew its services. The operative part of the order dated 05.01.2024 passed by the National Consumer Disputes Redressal Commission, New Delhi reads thus:

7) It is, thus, seen that nowhere in the complaint the Petitioner had mentioned when the Opposite Party "withdrew its services", which clearly would appear to be describing the termination of his Membership' in a different language. It needs to be remembered that the Petitioner is a very senior and experienced Advocate by profession, as can be seen from his own statement in his Affidavit attached to the complaint in Para 1 of which he had stated that he



"is a practicing Advocate having a good standing of 30 years of regular law practice".

8) *With such professional experience and standing of the Complainant, it is incomprehensible as to why he would have omitted to mention even the approximate date on which the Opposite Party/Club "withdrew their services" from him. Had he mentioned even an approximate date, for the start of his cause of action, and the manner in which he came to know about it, it might have been possible for the lower Fora to consider the alleged defect of limitation with probably some more sympathy. But that was not done. Furthermore, not a single document in the form of the several representations which he claimed to have made with the Opposite Party in Para 12 of the complaint was apparently mentioned, nor any copy thereof was annexed to the complaint.*

9) *In the totality of all the aforesaid circumstances in the opinion of this Commission, both the Ld. Fora below were eminently justified in concluding that the complaint filed in the year 2019 was manifestly barred by limitation since the Complainant from his side had never mentioned when the "services were withdrawn" from him, while the Opposite Party in its defense placed documentary evidence to show that his Membership had already been terminated more than 9 years earlier in the year 2010. A bald statement made in the complaint that he never received any Notice from the Opposite Party, would have been altogether inconsequential, since it is a matter of public knowledge that all Postal records are destroyed/weeded out within a limited period, and so no records in either case would have been available to prove or disprove whether Notice of the termination was actually served upon the Complainant or not 9-10 years earlier, and even in such a situation, the presumption would have been of a valid services in view of the provisions of the General Clauses Act.*

10) *Even otherwise, it is well settled that in its revisional jurisdiction the scope before this Commission is very limited, and*



it is not expected to interfere with the concurrent findings of both the lower Fora below (see "Rajiv Shukla Vs. Gold Rush Sales and Services Ltd. & Anr., Civil Appeal No.5928 of 2022" and "Rubi Chandra Dutta Vs. United India Insurance Co. Ltd., Civil Appeal No.2588 of 2011").

The Revision Petition was accordingly dismissed by the National Consumer Disputes Redressal Commission, New Delhi.

Counsel for the petitioner herein has reiterated his arguments about being not aware of the notices having been sent to him by respondent No.2.

It is apparently evident that the contentions raised by the petitioner have already been examined thoroughly by the three Consumer Commissions including the National Consumer Disputes Redressal Commission, New Delhi. It is also noticed that the petitioner is an Advocate and it cannot be perceived that he had not been diligent enough to agitate the issue immediately on withdrawal of the services that were being provided to the petitioner by respondent No.2. Moreover, registered notices had also been sent and as per law. There is presumption of receipt of such notices unless the same are received back unserved, as per the General Clauses Act. The notices had been sent in the year 2010 and were followed by termination of membership of petitioner on 10th June, 2010. The limitation to agitate against the same and file a petition was available to the petition for a period of two years i.e. upto the year 2012. The application/complaint having been filed in December 2019 was clearly barred and was beyond limitation. The Consumer Commissions have thus rightly ruled against the petitioner concurrently.



The High Court in exercise of its jurisdiction under Articles 226/227 of the Constitution of India does not go into re-appreciation of the evidence and judgments vis-a-vis of the Consumer Commissions.

Learned counsel for the petitioner has failed to refer to any evidence on the basis whereof the Awards/Orders passed by the Consumer Commissions can be said to be perverse, illegal or based upon misreading or misinterpretation or misappreciation of the evidence available on record.

Finding no illegality, perversity or illegality in the impugned orders/judgments passed by the respective Consumer Commissions, the present petition is hereby dismissed being devoid of merits, in *limine*.

MAY 13, 2024
rajender

(VINOD S. BHARDWAJ)
JUDGE

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No