



IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

LPA No.1965 of 2024 (O&M)
Date of Decision: 21.08.2024

Manpreet Singh Sood
...Appellant

Versus

National Consumer Disputes Redressal Commission
and another
...Respondents

CORAM: *HOB’BLE MR. JUSTICE G.S. SANDHAWALIA*
 HON’BLE MRS. JUSTICE MEENAKSHI I. MEHTA

Present:- Mr. Chanakya Batta, Advocate
 for the appellant.

G.S. Sandhawalia, J.(Oral)

The present appeal has arisen out of the judgment passed by learned Single Judge on 13.05.2024 in ***CWP No.11028 of 2024*** titled as “***Manpreet Singh Sood vs. National Consumer Disputes Redressal Commission through its Registrar and another***”, whereby the Writ Petition was dismissed upholding the orders passed by the District Consumer Disputes Redressal Commission, Jalandhar dated 02.02.2021 (Annexure P-5) and also of the State Consumer Disputes Redressal Commission, Punjab dated 28.04.2023 (Annexure P-7), followed by the decision rendered by the National Consumer Disputes Redressal Commission, New Delhi dated 05.01.2024 (Annexure P-9).

2. In principle, learned Single Judge noticed that the termination of the membership of the appellant with the respondent-Club was done on



01.06.2010 and the complaint as such was filed after the period of 09 years. Resultantly, it has been held that the complaint was barred under Section 24-A of the Consumer Protection Act, 1986. In such circumstances, it was noticed by learned Single Judge that the concurrent findings rendered by the statutory authorities, are not liable to be interfered on the ground that the registered notices had been sent as per law and there is presumption of receipt of such notices, as per the General Clauses Act. The termination of the membership of the appellant had been followed thereafter. Learned Single Judge did not exercise his jurisdiction under Articles 226/227 of the Constitution of India for re-appreciation and dismissed the Writ Petition.

3. Learned counsel for the appellant has submitted that on account of the family exigency, the appellant had not agitated for his grievances during the prescribed period of limitation as provided under the Act. Once the provisions as such provide the limitation under the Act and therefore, the District Forum had dismissed the same on the ground that there was default in payment of the club dues and thus, it was held that the complaint was time-barred as the complaint was filed 06 years after the period of limitation has expired.

4. The State Commission as such noticed that three notices dated 27.02.2010, 28.03.2010 and 17.04.2010 had been sent for deposit of dues towards the membership bearing No.1293 and in such circumstances, as per the Bye-Laws, the membership of the appellant had been terminated, as it provided that if any dues are there persistently for the last three months and there is a default in payment of the club dues, the membership could be terminated. It is also noticed that as per Exhibit OP-7, the membership was



terminated in June 2010 and the total amount due, including revival fee as such, had swelled to Rs.4,23,403/- upto December 2019. The complaint was filed on the ground that there was deficiency in service and neither any notice nor intimation regarding the withdrawal of service was sent and the complainant is ready and willing to give his affidavit for not receiving the notices. The plea was that several representations have been filed to the office bearers of the respondent for restoration of his services to the Club. The stand as such of the respondent-Club was that the complainant was not a consumer and the Club was not a service provider as such and second that it was barred by the limitation. The details of the notices issued and the non-payments of the outstanding were given and the interest and penalty would start as per the Bye-Laws and they were recoverable if the membership is to be revived which has been referred to by the State Consumer Commission also.

5. We have also perused the account statements furnished, along-with the written-statement, which go on to show that apparently, on 01.06.2010, Rs.13,323/- was outstanding and the amount, thereafter, is only on account of the interest element as per the Bye-Laws. The initial amount of Rs.13,323/- was not paid when the membership was terminated. The appellant, being a lawyer at Jalandhar, was well aware of the effect of non-payment but he still chose not to agitate for his grievances or deposit the amount along-with interest during the prescribed period as per the Bye-Laws and even till June 2011, he could have pay a nominal amount of Rs.22,602/- to revive his membership plus the revival fee which was prevalent at that point of time. But he has not opted to and sat over the



termination for 09 years and the argument is, now, sought to be raised that the notices were not served and the complaint should not be dismissed on the ground of limitation.

6. The concurrent findings have been recorded on the issue of limitation and thus, re-appreciation of such cause as such is not made out. The appellant was well-versed with the legal cases and having not approached the competent authorities of the respondents or agitated for his grievances within the prescribed period, now, cannot try to find faults in the orders passed by the statutory authorities below.

7. Resultantly, we do not find any merit in the present appeal and the same is dismissed accordingly.

(G.S. SANDHAWALIA)
JUDGE

21.08.2024
neetu

(MEENAKSHI I. MEHTA)
JUDGE

Whether speaking/reasoned: *Yes*
Whether Reportable: *No*