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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
% ***Date of Decision: 08th October, 2024***

+ CM(M) 3570/2024 & CM APPL. 59359-59360/2024

SHAILENDRA KUMAR SINGH

.....Petitioner

Through: Petitioner-in-person

versus

HCL COMNET SYSTEMS SERVICES LTD

.....Respondent

Through: None

CORAM:

HON'BLE MR. JUSTICE MANOJ JAIN

J U D G M E N T (oral)

CM APPL. 59359-59360/2024 (exemption)

Exemption allowed, subject to all just exceptions.

CM(M) 3570/2024

1. Petitioner had filed a complaint before learned District Forum, Delhi.
2. His grievance, in brief, is that he was working with HCL Comnet System (opposite party no. 1) and his said employer offered him with a vehicle under *Company Care Lease Scheme*.
3. As per the terms of the aforesaid scheme, car was to be leased to employee for a period of three years and the employee was required to pay lease rental per month based on the financed value of the car. After the expiry of such period of three years, the car was to be, eventually, transferred in the name of such employee.
4. According to petitioner, he opted for the aforesaid scheme but after 36 months i.e. at the end of the hypothecation, though the hypothecation was removed but the ownership was not transferred in the name of



complainant/petitioner herein by the opposite party no. 1 and as per the registration certificate, his employer continues to be reflected as owner of the vehicle in question.

5. Petitioner/complainant had left the company way back in the year 2012 and since despite verbal follow-ups for around a decade, nothing was done by his employer, he eventually filed the above-said complaint.

6. I have seen the order passed by the learned District Forum, by the learned State Commission (while entertaining the first appeal) and by the learned National Consumer Disputes Redressal Commission (while entertaining revision petition) and it is very much obvious even from the basic facts averred by the complainant that, unfortunately, he does not fall within the definition of “consumer”. The dispute in question is essentially between employer and employee. The nature of dispute raised by the petitioner herein does not show him to be a consumer as defined in the Act.

7. Consumer Fora cannot exercise jurisdiction to adjudicate a complaint which raises grievance with respect to or akin or arising out of relationship of employer-employee. It cannot be assumed or inferred that while providing such vehicle by the employer, either the complainant had become a consumer or for that matter his master provided him with any ‘service’ so as to permit the petitioner to invoke Consumer Protection Act, 2019. Therefore, the aspect of deficiency in service was not required to be adjudicated as the complainant failed to cross the first hurdle and failed to demonstrate that he was ‘consumer’ within the definition given under Consumer Protection Act, 2019.

8. Finding no merit or substance in the present petition, same is accordingly dismissed.



9. Needless to say, complainant would always be at liberty to knock the doors of the Civil Court, if so advised.

(MANOJ JAIN)
JUDGE

OCTOBER 8, 2024/dr