

AD-12
Ct No.10
25.09.2025
TN

CO 895 of 2024

Vodafone Idea Limited
Vs.
Shri Vivek Bharadwaj and another

Mr. Deepan Kr. Sarkar,
Mr. Samriddha Sen,
Mr. Matri Prasad Das,
Ms. Sampurna Mukherjee

....for the petitioner

1. Despite service, none appears for the opposite parties.
2. In view of the limited conspectus of the present revision, this Court chooses to exercise jurisdiction under Article 227 of the Constitution of India, since in the circumstances of the case, relegating the parties to the revisional jurisdiction of the National Commission under Section 21(b) of the Consumer Protection Act, 1986 is not considered to be equally efficacious, although otherwise a viable alternative remedy.
3. The present petitioner was late in filing its written version before the State Consumer Disputes Redressal Forum. As such, the same was refused to be accepted by the State Forum, prompting the petitioner to move a civil revisional application before this Court under Article 227 of the Constitution of India.
4. The said civil revision bearing CO 2824 of 2023 was disposed of by a coordinate Bench vide the order dated September 19, 2023, whereby the petitioner was

directed to file written version within two weeks from the date of communication of the order before the learned Commission, provided costs of Rs. 20,000/- was paid to the opposite party no.1 or to the learned Advocate on behalf of the opposite party no.1 within 10 days from that date. In case of default, it was observed by the learned Single Judge, the proceeding will continue *ex parte*.

5. The petitioner subsequently tendered the said amount of cost within time to the opposite party no.1. However, the service of the said amount could not be effected since the postal article returned with the endorsement "addressee absent".
6. Following the direction of the coordinate Bench, the petitioner then tried to tender the cost to the learned Advocate appearing for the opposite party no.1 before the State Commission. However, the said learned Advocate refused to accept the same on the ground that he did not have instruction to receive such amount.
7. On such count, the petitioner affirmed an affidavit disclosing all the above facts before the State Commission and requested its written version to be accepted, since there was no default on the part of the petitioner in tendering the cost within time.

8. By the impugned order bearing Order No. 30 dated March 04, 2024, the Tribunal refused to accept the written version on the observation that the order of the learned coordinate Bench dated September 19, 2023 was not complied with within the stipulated period and further holding that the written version which was filed on that date by the present petitioner “could not and should not be accepted”.
9. The prayer of the petitioner to bring necessary order from this Court was, however, allowed.
10. Upon hearing learned counsel for the petitioner, it transpires from the impugned order that it was recorded therein that learned counsel appearing for the complainant/present opposite party no.1 candidly submitted that he had not received any instruction from the complainant/opposite party no.1 regarding receipt of such cost. Thus, it is evident that the cost was tendered by the present petitioner pursuant to the direction of the coordinate Bench dated September 19, 2023 and there was no fault on the part of the petitioner in respect of non-compliance of the said direction. Since it is the opposite party no.1 which could not be served, despite the cost having been tendered at its address, as disclosed by affidavit before the State Commission, and the learned Advocate for the opposite party no.1, in violation of the direction of

the coordinate Bench, refused to accept the cost as well, this Court is of the opinion that there was sufficient compliance on the part of the petitioner to deposit the cost as directed by the learned coordinate Bench.

11. In such context, the expression in the order dated September 19, 2023, “cost of Rs.20,000/-to be paid to the opposite party no.1 or to the learned Advocate on behalf of the opposite party no.1”, should be construed as “cost of Rs. 20,000/- to be *tendered* to the opposite party no.1 and/or the learned Advocate on behalf of the opposite party no.1” within the time as stipulated by the learned Single Judge.
12. As such, the petitioner having complied with the said direction, there could not be any fetter for the State Commission to accept the written version of the petitioner. However, for the ends of justice and in deference to the order of the coordinate Bench, the petitioner ought to be directed to deposit the cost before the State Commission with liberty being granted to the opposite party no.1 to withdraw the same without prejudice to the rights and contentions of the parties.
13. Accordingly, CO 895 of 2024 is allowed, thereby setting aside Order No. 30 dated March 04, 2024 passed in Interlocutory Application No. IA/145/2024

in connection with Complaint Case No.CC/214/2013 and directing the State Commission to accept the written version of the present petitioner.

14. Since it is submitted by learned counsel for the petitioner at this juncture that, subsequent to the filing of the revisional application, the opposite party no.1 has accepted the cheque to the tune of Rs.20,000/- by way of cost sent by the petitioner, no further direction is being passed to deposit the said amount.
15. However, the State Commission, before accepting the written version formally, shall ensure, upon ascertainment through an affidavit which shall be filed by the petitioner before the State Commission, that the said cheque/demand draft has actually been accepted by the opposite party no.1.

(Sabyasachi Bhattacharyya, J.)