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C.R.P. (PD) .No.4848 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on: 11.03.2025	Pronounced on: 16.04.2025
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CORAM:

THE HONOURABLE MR.JUSTICE V.LAKSHMINARAYANAN

C.R.P.(PD).No.4848 of 2024

1.Gorantla Geosynthetics Private Limited,
Rep. by its Managing Director,
Mr.Praveen Kumar Gorantla,
No.3, 1st Floor, Saraswathi Street,
Mahalingapuram, Chennai – 600 034.

2.Praveen Kumar Gorantla

.. Petitioners

Vs.

Akshaya Signature Homes Private Limited,
Represented by its Managing Director,
Mr.J.Ravi,
7th Floor, 117/1, Lattice Bridge Road,
Adyar, Chennai – 600 020.

.. Respondents

Prayer: This Civil Revision Petition is filed under Article 227 of the Constitution of India, praying to set aside the order dated 23.08.2024 in CC.Sr.No.495 of 2024 and direct the District Consumer Disputes Redressal Commission, Chennai (South), to take on file and number the Consumer Complaint.



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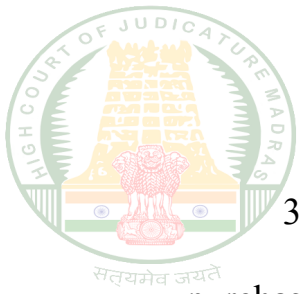
For Petitioners : Ms.T.G.Nirajana
for M/s.Surana and Surana
For Respondent : Mr.Mani Sundar Gopal

ORDER

This civil revision petition arises against the order of the District Consumer Disputes Redressal Commission, Chennai (South), Chennai, in CC.Sr.No.495 of 2024 dated 23.08.2024.

Facts leading to the revision

2.The petitioners had entered into a sale agreement and a construction agreement on 08.09.2019 with the respondent. The parties had entered into these two agreements for the construction of a premium four bedroom apartment at Nungambakkam in Chennai. In terms of the agreement, apart from the apartment, the petitioners were to be provided with four car parking spaces, a lumber room and other amenities mentioned therein. I am mentioning only the car parking spaces and the lumber room as they are the subject matter in dispute between the parties.



3.The petitioners had paid a sum of Rs.7,61,47,021/- towards the purchase of the said apartment along with the aforementioned amenities. The respondent had given an account statement on 19.02.2019 setting out the break up of the cost of each of the services and it is as follows:-

Salable Area	28463833.08
Land Cost	38260000.00
E B Deposits & Charges	200000.00
Legal & Documentation Charges	100000.00
Charges for STP, WTP & Split AC Copper Piping	382600.00
All Statutory Approval Charges, Fees & Development Charges	573900.00
Charges towards Club House Equipments, Interiors & Facilities	191300.00
Preferred Floor rise charges	1530400.00
Preferred Location charges	382600.00
Reserved Car Parking Area	3000000.00
Lumber Room Charges	2917000.00
	76001633.08
Infrastructure and Basic Amenities Charges and related expenses	145388.00
	145388.00
Total value of the Apartment	76147021.08

4.This shows for the reserved car parking, a sum of Rs.30,00,000/- was charged and for the lumber room, a sum of Rs.29,17,000/- was charged.

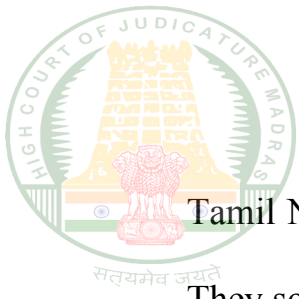


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5. There is no dispute that the respondent had completed the construction and had handed over possession of the apartment together with four car parking spaces. Out of the four, the two car parks in the lower basement car parking area, allotted to the petitioners, are in front of the lumber room allotted to them. When the petitioners attempted to use the two car parking areas in the lower basement portion, the respondent informed them that even prior to the allotment made in their favour, the same had been allotted to certain third parties. It is conceded by the civil revision petitioners that the third parties, who had taken possession of the two car parking spaces in the lower basement area, blocked the access to the lumber room purchased by them. This is the cause of action for the dispute.

6. An attempt was made to resolve the dispute amicably. While the respondent allotted two car parking areas to the petitioners temporarily, access to the lumber room remains unresolved.

7. This constrained the petitioners to initiate proceedings before the



Tamil Nadu Real Estate Regulatory Authority. They filed C.No.111 of 2022.

They sought for restoration of the two car parks and the lumber room to them.

In the said proceedings, the respondent entered appearance and stated that a mistake had been committed by it in allotting the two car parkings to the petitioners and that they had already been allotted to a third party. The Real Estate Regulatory Authority by an order dated 20.07.2023 imposed a fine of Rs.2,00,000/- on the respondent. However, it did not order restoration of the two car parks or the lumber room.

8. Aggrieved by this order, the civil revision petitioners preferred an appeal in Appeal No.75 of 2023 before the Tamil Nadu Real Estate Appellate Tribunal. The appeal was dismissed by an order dated 06.12.2023. This forced the petitioners to file a second appeal before this Court in C.M.S.A.No.48 of 2024.

9. The appeal was taken up for hearing on 29.07.2024. A Division Bench passed the following order:

“6. It now turns out that the appellant has been allotted four car parks in the same floor viz.,



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upper basement floor, which are contiguous to each other. The appellant is not aggrieved by the same. The builder has also filed an affidavit before us stating that those car parks have been exclusively allotted to the appellant. Therefore, the main substance of the dispute stands resolved.

7. As regards the lumber room, it is the contention of the appellant right though that it was the respondents 2 and 3 who had prevented the access to the lumber room. The project was completed in the year 2018 and the builder has handed over the apartments and the car parks to the respective owners, therefore, the builder has no control over the activities of the occupants any more. If the respondents 2 and 3 had locked the lumber room it is for the appellant to take appropriate action against them as it is open to him under law by invoking the Tamil Nadu Apartment Ownership Act or any other law for the time being in force.

8. We do not see any substantial question of law arising in this appeal. Therefore, the appeal is dismissed with liberty to the appellant to take appropriate action for recovery of the lumber room. The statement of the builder that the four car parks which are allotted to the appellant will stand allotted to the appellant permanently is recorded. No costs. Consequently, the connected miscellaneous petition is closed.”

10. In the mean time, the petitioners had approached the Tamil Nadu



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State Consumer Disputes Redressal Commission (hereinafter referred to as “SCDRC”) in C.C.SR.No.589 of 2023. The petitioners sought for compensation for deficiency in the services provided by the respondent and mental agony caused due to the negligence of the respondent. The Registry of the SCDRC raised an issue of maintainability. The Registry entertained a doubt whether the complaint was maintainable before the SCDRC since issues of pecuniary jurisdiction and limitation arose. The SCDRC heard the complaint and passed the following order:

“Heard the complainant. Perused. In view of the submissions made by the complainant and on perusal of the complaint, it is found that the value of services paid is above 3 Crore.

As per the revised pecuniary jurisdiction in the Consumer Protection Act, 2019, for entertaining consumer complaints in the State Commission, the value of the services paid must be less than 2 Crore.

Hence, the Registry is directed to return the Consumer Complaint along with court fees to the complainant to be represented before the appropriate District Commission.”

11.After this order had been passed by the SCDRC, the petitioners filed



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a complaint before the District Consumer Disputes Redressal Commission, Chennai (South), Chennai, (hereinafter referred to as “DCDRC”) along with an application for the condonation of delay. The DCDRC passed the impugned order holding that the value of consideration paid is above Rs.3 crores and the commission only has jurisdiction to entertain a complaint whose value is less than Rs.50 lakhs and hence, returned the same to be presented before the appropriate commission. Aggrieved by the said order, the petitioners are before this Court.

12.I entertained this revision and issued notice to the respondent. Mr.Mani Sundar Gopal entered appearance for the respondent.

13.I heard Ms.T.G.Niranjana for the civil revision petitioners and Mr.Mani Sundar Gopal for the respondent.

Submissions

14.Ms.T.G.Niranjana, appearing for the civil revision petitioners pleaded as follows:



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(i)The revision preferred against the impugned order under Article 227 of the Constitution of India is maintainable;

(ii)The DCDRC has the jurisdiction to entertain a complaint even when the claim of the petitioner is only valued with respect to certain services, and the petition need not be filed based on the consideration paid for the goods or services in entirety;

(iii)When the services rendered can be split up into separate heads and the deficiency is found in certain heads alone, then the DCDRC has the jurisdiction to entertain a complaint of deficiency in such goods and services which fall within its pecuniary jurisdiction.

15.She relies upon the judgment of the Calcutta High Court in ***Woods Birch Hazel Residents Association Vs. Managing Director, Bengal United Credit, [2019 SCC OnLine Cal 586]***. The verdict of the Calcutta High Court is not affected, by virtue of the confirmation of the judgment of the National Consumer Disputes Redressal Commission (hereinafter referred to as “NCDRC”) in ***Amrish Kumar Sukla Vs. Ferrous Infrastructure Pvt. Ltd.,***



[(2017) 1 CPJ 1 (NC)], by the Supreme Court. Hence, she pleads that the order of the DCDRC should be set aside and a direction should be given for numbering the consumer complaint.

16.Per contra, Mr.Mani Sundar Gopal argued as follows:

(i) He placed reliance on the Gazette Notification of the Union of India in G.S.R.912(E), Ministry of Consumer Affairs, Food and Public Distribution, dated 30.12.2021 to the effect that the jurisdiction of the District Commission has been reduced to Rs.50 lakhs, and the claim in this case having been made for a figure higher than the said amount, it is not entertainable by the DCDRC;

(ii)He urges that Section 34(1) of the Consumer protection Act, 2019 is clear since it reads “where the value of goods or services paid as consideration”, hence, the total value paid for the goods and services should be taken for the purpose of deciding the jurisdiction. He states when the provision is unambiguous, the literal rule of interpretation should be applied. He relies upon a judgment of the Supreme Court in ***Sangeeta Singh Vs. Union of India and others, [(2005) 7 SCC 484]***, to press home this point.



According to him, as the constitutional validity of the Section is not under challenge, this court is bound to apply the section as it stands;

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(iii) He further contends that splitting up of the services rendered, as urged by Ms.T.G.Niranjana, is impermissible;

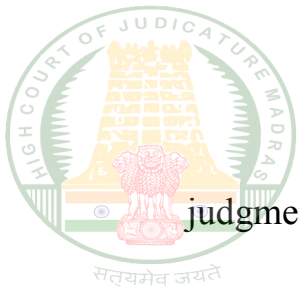
(iv) On the facts of the case, he points out as the value of goods and services is more than Rs.7 crores, it is only the NCDRC which will have the jurisdiction.

17.I have carefully considered the submissions of both sides and I have gone through the records.

Jurisdiction of this Court under Article 227

18.I will first address the maintainability of this revision against an order of the DCDRC before proceeding further.

19.The case, having arisen under the Consumer Protection Act, 2019 (hereinafter referred to as 'the 2019 Act') which has come into force with effect from 09.08.2019, I will be referring to the said legislation for this

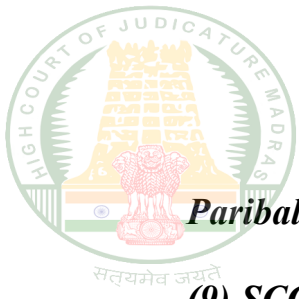


judgment.

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20.The 2019 Act contemplates the establishment of a “three-tiered” consumer forum at the District level, State level and at the National level. The District Consumer Redressal Forum has only the original jurisdiction. The other two forums are possessed of original as well as appellate jurisdiction. Section 41 of the 2019 Act contemplates an appeal from the District Commission to the State Commission, on both facts and law. Appeal is barred only when an order is passed under Section 81(1) of the Act, where an order has been passed on the basis of a settlement report arrived at after mediation. The Consumer Protection Act, 1986 (hereinafter referred to as the '1986 Act'), did not have a provision for mediation. Under the 2019 legislation, an alternate dispute resolution mechanism through mediation has been statutorily recognised and incorporated in Chapter – V of the Act. When matters are settled by mediation, no appeal is maintainable. When a statutory appellate provision is available, a question arises “can this court exercise the powers of revision under Article 227 of the Constitution of India?”

21.The Supreme Court in *Virudhunagar Hindu Nadargal Dharma*



Paribalana Sabai & Ors. Vs. Tuticorin Educational Society & Ors., [2019

(9) SCC 538], was of the view that when proceedings arise under the Code of Civil Procedure and the forum is a Civil Court and there is availability of a remedy under the Code, it should deter the High Court from exercising the power of superintendence under Article 227, as a measure of self imposed restriction, and as matter of discipline and prudence.

22.A careful perusal of the judgment would show that in the facts of that case an appeal was already pending before the Subordinate Court at Tuticorin. Despite that fact a revision had been entertained exercising Article 227. Hence, the Supreme Court came to the aforesaid conclusion. The Court made a distinction between alternate forums available under the Code of Civil Procedure and alternate forums under the special enactments or statutory rules. Those provided under the special enactments are considered to be quasi judicial authorities or Tribunals. In paragraph No.13 of the said judgment, the Court held that in case proceedings arise under the Code of Civil Procedure and the forum is a civil forum, then this Court should normally not entertain a revision under Article 227. This principle had not been applied in case of

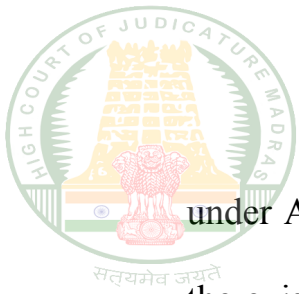


statutory forums. Even in matters under the Code, the Court held the bar is not an absolute one.

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23. Furthermore, under Article 227 of the Constitution of India every High Court has the power of superintendence over all Courts and Tribunals throughout the territory in relation to which the High Court exercises its jurisdiction. The Consumer Protection Forums do not enjoy the same status as Tribunals contemplated under Articles 323A and 323B of Part XIV A of the Constitution of India. Even with respect to these Tribunals, the Supreme Court has held that the High Court can exercise jurisdiction under Articles 226 and 227 of the Constitution of India.

24. On this point, I need not multiply authorities other than referring to a recent judgment of the Supreme Court in *Madhya Pradesh High Court Advocates Bar Association Vs. Union of India*, [2022 SCC OnLine SC 639]. Mr. JUSTICE HRISHIKESH ROY, speaking for himself and for Mr. JUSTICE KM JOSEPH, following the verdict in *L. Chandrakumar Vs. Union of India and others*, [1997 (3) SCC 261], held that the jurisdiction of the High Court



under Articles 226 & 227 of the Constitution of India cannot be excluded by the existence of an appeal provision in the statute. The Bench held even if a direct appeal is provided to the Supreme Court of India, the remedy under Articles 226 or 227 before the High Court remains unextinguished (paragraph No.31).

25.In the light of the enunciation of the principles laid down by the Supreme Court on the power of this Court under Article 227 of the Constitution of India, I have to conclude that this Court retains the power of superintendence against the Tribunals or forums established by statutes and a revision under Article 227 of the Constitution of India would be maintainable, despite the existence of an appeal provision.

Analysis of the Consumer Protection Act, 2019

26.The Consumer Protection movement got statutory recognition in this Country in the year 1986. Prior to the said legislation, parties were constrained to approach the regularly constituted Civil Courts and seek for damages. Finding that such litigation was clogging the Civil Courts and at the



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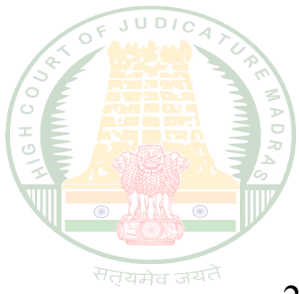
same time not giving timely relief to the consumers, a statutory forum was created under the Consumer Protection Act, 1986. As in the case of any other legislation, the pace of the growth of consumer market as well as the emergence of global supply chains required substantial changes to the legislation. Hence, the Consumer Protection Act, 2019, was brought into force.

27.The preamble of this 2019 legislation reads as follows:

“An Act to provide for protection of the interests of consumers and for the said purpose, to establish authorities for timely and effective administration and settlement of consumers' disputes and for matters connected therewith or incidental thereto.”

28.This shows that while interpreting the statute, a Court should keep in mind the aforesaid objects of the legislation namely:

- (i)Interest of consumers; and
- (ii)Timely and effective administration and settlement of consumer disputes.



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29.The Act itself has been brought about for the benefit of the consumers and an interpretation of the same should always be to promote the said purpose. If the interpretation is going to go against the consumer interest, or against timely disposal of consumer disputes, then such an interpretation should be avoided.

30.Certain definitions become relevant here. A consumer, as a complainant, defined under Section 2(5) of the Act approaches the jurisdictional forum established under Sections 28 (DCDRC), 42 (SCDRC) or 53 (NCDRC) by lodging a complaint in terms of Section 2(6) of the Act. As to who is a 'consumer' is defined under Section 2(7) of the Act. It not only includes a person who has paid full price or has promised to pay the price, it covers a person who has partly paid and partly promised or has under a system of deferred payment obtained goods and services. It is pertinent to note here that apart from the aforesaid categories, it also includes a **user** of goods obtained from a person with the approval of the latter or a beneficiary of service other than the person who has hired or availed the service on



payment of consideration. This shows the purpose of the legislation is to protect the consumer of all kinds, not only those who have obtained goods and services for a consideration or under the promise of a consideration but also those who benefit from such goods and services.

31.I should take note of the definition of 'defect' under Section 2(10) of the Act. It includes any default, imperfection, short coming in quality, etc., which is required to be maintained under any law for the time being in force or under any contract, express or implied by a trader in any manner whatsoever in relation to any goods or product. Similarly 'deficiency' under Section 2(11) includes any fault, imperfection, shortcoming or inadequacy in a service.

32.The same wide definition given to defect and deficiency is given to the word service under Section 2(42) of the Act. Service for the purpose of the Act includes service of any description made available to potential users and the broad scope can be noted by the use of the term “includes but not limited to activities listed under the Section”. The exclusion contemplated under the provision is only with respect to the services obtained *gratis* or



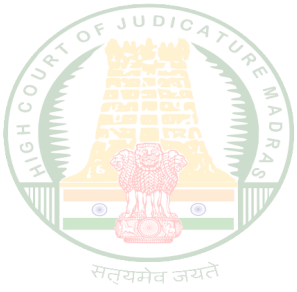
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under a contract of a personal services. The intention of the Parliament is loud and clear. If a consumer suffers from any deficiency in any manner in the goods or services that has been rendered, he has been given a forum for the purpose of resolving the issues that she / he is facing.

33.Having looked at the scope and ambit of the definitions, now let me dive straight into Chapter-IV of the Act. Under Section 28, the State Government is empowered to create a DCDRC in every District of a State. The jurisdiction of the DCDRC is set forth under Section 34. Section 34(1) begins with the words “Subject to the other provisions of this Act” which means that the other provisions which relate to resolution of disputes would have to be read into Section 34.

34.Section 34(1) reads as follows:

“34. (1) Subject to the other provisions of this Act, the District Commission shall have jurisdiction to entertain complaints where the value of the goods or services paid as consideration does not exceed one crore rupees: Provided that where the Central Government deems it necessary so to do, it



may prescribe such other value, as it deems fit.”

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35.If a strict interpretation as sought for by Mr.Mani Sundar Gopal is applied, it could lead to absurdity.

36.Let me give an example. Suppose, a consumer purchases an expensive motor vehicle which costs more than Rs.2 crores. If a part of this motor vehicle which costs less than Rs.50,000/- were to suffer from a deficiency or if the service centre having charged a lakh of rupees, does not render a proper service to the consumer, then if I were to agree with Mr.Mani Sundar Gopal, even for this small deficiency, the consumer would necessarily have to approach the State Consumer Forum or the NCDRC. This does not align with the purpose for which the legislation has been brought about. As it as often repeated, 'life of law is not logic always but is experience'.

37.The result of literal interpretation of the Section would result in NCDRC being flooded with cases. I am sure the NCDRC is capable of handling the load, however, that does not mean that the SCDRC and the



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DCDRC should be languishing without work. The term docket explosion which has been used regularly nowadays to speak about the work load is but a will-o-the-wisp. Docket explosion, if looked from a positive side, shows more persons are reposing faith, on the system and are approaching it for obtaining relief from their sufferings. It means that they are not only availing the system, but are resorting to a solution to their problems in a manner contemplated by law. If strict interpretation of Section 34 is given, it will result in docket exclusion of persons from DCDRC and SCDRC. A balance should be arrived at between the two. To continue with the example given, in case if it is a deficiency of less than Rs.50 lakhs, then it can be addressed by the DCDRC itself though the total cost of the vehicle would attract the NCDRC's jurisdiction. Section 34 in my opinion would have to be read along with Sections 2(6), 2(7), 2(10), 2(11) and 2(42) of the Act, to understand that the jurisdiction of the DCDRC covers any defect, fault, imperfection in service of any description to the value relatable to the complaint. The word “complaint” cannot be divested from the words goods or services.

38.The Court is conscious that Section 2(6) provides a comprehensive

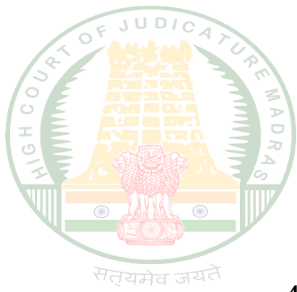


definition for the term “complaint”, but only that portion of the definition which would be necessary for deciding the present revision is reproduced hereunder:

“(6) "complaint" means any allegation in writing, made by a complainant for obtaining any relief provided by or under this Act, that—

(iii) the services hired or availed of or agreed to be hired or availed of by him suffer from any deficiency.”

39. This shows that the Act, being one enacted for the protection of the interests of the consumers, prioritizes the relief sought by the consumers. Further, with the authorities under the Act constituted for the sole purpose of catering to the consumer interests by settling their disputes in a timely and effective manner, it is only reasonable to infer that the term “obtaining any relief provided by or under this Act” assumes the role of *dominus* of the said provision. It is for this reason the Parliament has chosen to define even the rudimentary term of “complaint” as an allegation made to obtain any relief provided by the Act. Hence, the relief for which an allegation is made must be borne in mind while reading the term “complaint” as it appears in the other provisions of the Act.



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40. Further, complaints regarding deficiency in service under Section 2(6)(iii) have to be read with the meaning of deficiency provided under Section 2(11), which is as below:

“(11) “deficiency ” means any fault, imperfection, shortcoming or inadequacy in the quality, nature and manner of performance which is required to be maintained by or under any law for the time being in force or has been undertaken to be performed by a person in pursuance of a contract or otherwise in relation to any service and includes--

(i) any act of negligence or omission or commission by such person which causes loss or injury to the consumer; and

(ii) deliberate withholding of relevant information by such person to the consumer”

41. When both the provisions are read together, they reveal that the consumers are entitled to move a complaint alleging deficiency in service, and the deficiency complained of may also include deliberate withholding of relevant information. In this regard, it must be said that though the Act allows the consumers to complain about any deficiency in service, the emphasis of the language employed in the Act and the intent of the Act itself are thrust



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towards providing a solution to the consumers and freeing them from the inconvenience caused to them. This is because the deficiencies warranting the filing of a complaint before the jurisdictional Commission are only circumstances justifying the need for a specific relief. Once the relief is covered by the provisions of the Act, the consumer will be entitled to approach the jurisdictional Commission established under the Act to protect their interests by redressing their grievances in a timely and effective manner.

42.This shows that while determining the jurisdiction of a Commission on the basis of the value of the goods or services paid as consideration, the constructive approach that would uphold the spirit of the legislation would be that which takes into account the consideration paid for the goods or services in proportion to the relief sought. This approach not only aligns with the spirit of the enactment but would also not commit any violence against the language used in the Act.

43.In this regard, it must be noted that the language used in the 2019 Act vis-à-vis the jurisdiction of a Commission differs from the 1986 Act.



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Under Section 11 of the 1986 Act, the DCDRC had jurisdiction to entertain complaints where “the value of the goods or services and the compensation” did not exceed the statutorily assigned pecuniary limit. However, under Section 34 of the 2019 Act, the language employed in the erstwhile Act was modified and the DCDRC is conferred with the jurisdiction to entertain complaints where the “value of the goods or services paid as consideration does not exceed one crore rupees”. This pecuniary limit was subsequently brought down to fifty lakh rupees (Rs. 50,00,000/-) vide the Notification dated 30.12.2021 issued by the Department of Consumer Affairs, Ministry of Consumer Affairs, Food and Public Distribution.

44. Here, I will refer to the Consumer Protection (Jurisdiction of the District Commission, the State Commission and the National Commission) Rules, 2021. Under Rule 3 of the said Rules, the term “value of the goods and services” means the value of goods and services which has given grievance to the complainant to approach the Commission. This is because, if a person is not aggrieved over certain matters, he would neither have the locus/standing to lodge a complaint. The purpose of Consumer Protection Act and the Rules



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is to resolve the grievance of the litigants and if the litigants have no grievance, they cannot lodge a complaint. Hence, purposive interpretation has to be given. The purpose of the Act and the Rules is to alleviate the pain of the consumer. If strict interpretation is given, it would result in increasing the pain than reducing it. It would be a cure more deadly than the disease itself. It is here, I would refer to the judgment cited by Mr.Mani Sundar Gopal in the ***Sangeetha*** case cited supra. Mr.Justice Arijit Pasayat quoted with approval the view of Judge Learned Hand which reads as follows:

“Statute to be construed not as theorems of Euclid, but must be construed with some imagination of the purposes, which lie behind them.”

Hence, I will construe the words keeping in mind, the purpose for which legislation was brought into force.

45.The difference between the 1986 Act and 2019 Act has to be brought forth at this stage.

<i>Aspect under consideration</i>	<i>Consumer Protection Act, 1986</i>	<i>Consumer Protection Act, 2019</i>
<i>Preamble</i>	An Act to provide for <u>better</u> protection of the interests of	An Act to provide for protection of the interests



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Aspect under consideration	Consumer Protection Act, 1986	Consumer Protection Act, 2019
	<u>consumers and for that purpose to make provision for the establishment of consumer councils and other authorities for the settlement of consumers' disputes and for matters connected therewith</u>	<u>of consumers and for the said purpose, to establish authorities for timely and effective administration and settlement of consumers' disputes and for matters connected therewith or incidental thereto.</u>
Jurisdiction of the District Consumer Disputes Redressal Commission	Section 11(1): Subject to the other provisions of this Act, the District Forum shall have jurisdiction to entertain <u>complaints where the value of the goods or services and the compensation, if any, claimed does not exceed rupees twenty lakhs.</u>	Section 34(1): Subject to the other provisions of this Act, the District Commission shall have jurisdiction to entertain <u>complaints where the value of the goods or services paid as consideration does not exceed fifty lakh rupees</u>

46. When the then Cabinet Minister of Consumer Affairs, Food and Public Distribution, Shri Ram Vilas Paswan tabled the Consumer Protection Bill, 2019 in Rajya Sabha, he spoke of the many practical difficulties encountered in the 1986 Act that the Bill seeks to remedy. In connection to that, he made it clear that the Bill attempts to ensure that the consumers get



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justice as soon as possible and the District Commissions are not burdened with the stringencies and technicalities of a Court. It is for this reason that the words “timely and effective administration and settlement of consumers' disputes” have been introduced in the 2019 Act. This makes it clear that the variation in the language employed in the 2019 Act as opposed to the 1986 Act has been made to make the 2019 legislation more consumer and relief-centric, requiring purposeful interpretation of the provisions. If that is the case, to assume that the DCDRC is only empowered to entertain complaints wherein the entire value of goods or services is within fifty lakh rupees would be erroneous and would not reflect the change the legislation tries to bring about.

47.A perusal of Section 11 of the 1986 Act and Section 34 of the 2019 Act reveals that the Parliament, under the 2019 Act, has made a conscious effort to make the DCDRC more accessible to the public by not insisting on the consumers to value the complaint based on the aggregate of the value of the goods or services and compensation. The Parliament, in its own wisdom, has provided that it would be sufficient for the consumers to value their



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complaints on the basis of the consideration paid as opposed to the entire value of the goods or services. The intent behind such modification is expressly reflected in the Preamble to the 2019 Act: “to establish authorities for timely and effective administration and settlement of consumers' disputes”.

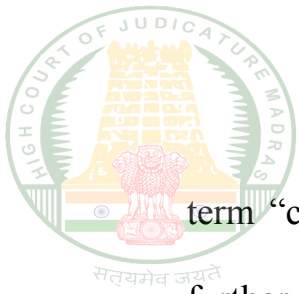
48.If this Court were to interpret the term “value of the goods or services paid as consideration” to mean the same as the entire value of goods or services, it would amount to reinstating what the Parliament, in its wisdom, has chosen to discard. This is because when such an interpretation is accepted and endorsed, the public would very often be forced to litigate the matter in a physically less proximate forum for relief, which can be disproportionately low as compared to the total value of the goods or service. This would reduce the faith of the consumers in the consumer protection mechanism, and the Act would rather become an on-paper measure. In order to make the Consumer Commissions more accessible to the public, the Parliament has decided to bring a certain clarity to the language employed in the Act by expressly evincing that only the value of the goods or services paid as consideration



must be used to determine the jurisdiction of the Consumer Commissions.

While interpreting a statute, a court should also keep in mind, the principles enshrined in the Constitution. Access to justice, being a fundamental right, if I were to interpret Section 34, divorced from the purpose of the Act, I will be violating the principle. Access to justice not only implies a forum which would render justice between the parties, but also a forum which would be accessible to the parties to get justice for their grievance. Logistical, geographical as well as legalistic forum should be preferred by a Court. A narrow and pedantic approach while interpreting welfare legislation should be avoided.

49. At this juncture, apart from pointing out the differences in the language employed in the 2019 Act and the 1986 Act, the Court cannot proceed further without discussing the substantial variation in the semantics of the terms “value of the goods or services paid as consideration” and “the value of the goods or services and the compensation”. It is for understanding this variation that the definition of the term complaint becomes essential. As could be seen from the earlier portion of this judgment, the definition of the



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term “complaint” in the 2019 Act is modeled on the lines of relief sought, further reiterating the object of the Act- to protect the interests of the consumers by providing them with timely and effective relief for the problems that they may encounter. This shows that the 2019 enactment attempts to make consumer protection law relief-oriented and litigant-friendly. If that be the object of the legislation and if that be the reason why there is a conscious alteration in the language used in the 2019 Act as compared to the 1986 Act, there is no reason as to why this Court must still mandate the consumers to value their complaints on the entire value of the goods or services, when their grievance is not regards the whole of the goods/services, but only for a portion thereof. Therefore, when the 2019 Act under Section 34 stipulates that the DCDRC shall have jurisdiction to entertain complaints where the value of the goods or services paid as consideration does not exceed fifty lakh rupees, it indicates that the DCDRC shall have jurisdiction to entertain those complaints wherein value of the goods or services, as far as, the relief sought does not exceed fifty lakh rupees. It should also be noted that Section 34 opens with the words “Subject to the other provisions of this Act”. Therefore, the expression “value of the



goods or services paid as consideration” must be read in light of the relief-centric definition provided for the term “complaint”.

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50. When I am able to harmonize the Section along with the purpose of the legislation, the issue of Constitutional validity does not arise at all.

51. With the compensation sought bearing no relevance to the pecuniary jurisdiction of the DCDRC under Section 34 of the 2019 Act, for compensation to be awarded falling within the discretion of the Commission under Section 39, it would be appropriate to value the complaint in proportion to the value of the deficient goods or services.

52. Here, the petitioners are only aggrieved by the negligence in the allotment of two car parks and the lumber room, and they have only claimed compensation for the same. With the value paid for the deficient service being only Rs. 47,99,600/- (two car parkings, lumber room and preferred location), it would be against the letter and spirit of the 2019 enactment to direct the petitioners to file the complaint before the National Commission.



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“Value”, “Price” and “Valuation”

53. It is a settled position of law that no word used by the parliament or the legislature of the State Government should be ignored while interpreting a Statute. It is the duty of the Court to give effect to each and every word of the Statute while interpreting the same.

54. Under Section 34, the words used are “to entertain complaint where **“value”** of the goods or services paid as consideration”. The parliament has decidedly not used the word **“price”**. The market value means, “how much something is worth in money or in other goods for which it can be exchanged or how much something is worth compared to its price”. This shows there is a distinction between value and price.

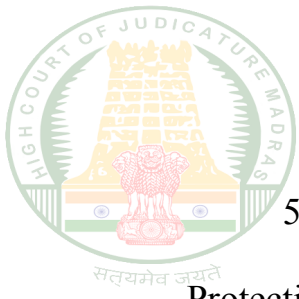
55. The effect of the plea of Mr.Mani Sundar Gopal though very attractive, on a closer scrutiny, is that the value and price are one and the same. As pointed out above even in common understanding that is not the situation. The value and price can coalesce in certain circumstances. The price that one would pay for purchase of an antique piece does not depend on



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its utility, but on the value that the item demands in the market or in the mutual bargain between the purchaser and the buyer. A hair clip might be valueless for a person, but for another who is a collector of antique hair clips, it might possess a value for which she would be willing to pay a price much more than what the market demands. Hence, the value and price cannot be equated as is sought by Mr.Mani Sundar Gopal.

56. The Consumer Protection Act, 2019 is also aware of this distinction. While under Section 34, the Act uses the word value, when it comes to the power of the District Commission, it speaks about the price. This is clear from Section 39(1)(c) of the 2019 Act. It states that the District Commission has the power to direct the opposite party to return to the complainant, the price or charges paid by the complainant along with such interest or such price or charges. The Act has consciously not used the word “value”. When it comes to Section 39(1)(c), it has used the word “price”. Hence, the word value used in Section 34 of the Act cannot be treated as the price of the goods or services.

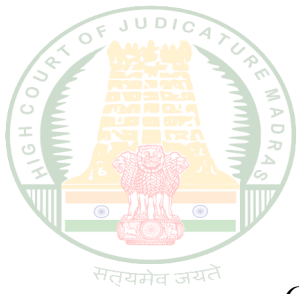


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57. In fact the Central Government, when it notified the Consumer Protection (Jurisdiction of District Commission, the State Commission and the National Commission) Rules of 2021 on 30.12.2021, it did not use the word “price” under Rules 3, 4 or 5 of the said Rules. It had used the word value.

58. It is a well known proposition in civil law that for the purpose of court fee and jurisdiction it is the valuation made by the plaintiff which determines the same. The court is not called upon to decide on the price. In fact, the Court Fees Act also uses the word “Market Value” and not “Market Price”.

59. The consumer protection action being a civil action, I can take inspiration from the aforesaid principles and lay that a consumer is entitled to file a complaint based on the value of the goods or services. Even on this piece, I have to come to a conclusion that the order passed by DCDRC is erroneous.

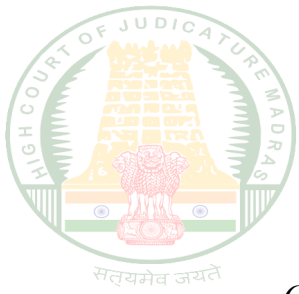


Jurisdictions of the DCDRC in cases of separable services

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60. Apart from the above, I am persuaded to agree with the second limb of submission of Ms.T.G.Niranjana. A perusal of the complaint filed before the DCDRC, Chennai, shows that the respondent had undertaken to provide the civil revision petitioners with a premium 4BHK apartment with four car parking spaces and one lumber room in addition to other amenities. It was made clear by the civil revision petitioners that they only wanted those car parking spaces that would lead to the lumber room in order to facilitate their access to the lumber room. The respondent agreed to the same and issued an allotment letter dated 06.09.2018. When the respondent issued letter of allotment to the petitioners on 06.09.2018, it called upon the petitioners to enter into two separate contracts namely, an agreement of sale and a construction agreement as is clear from paragraph No.2 of the allotment letter.

61. Owing to the same, the petitioners had paid separate and divisible amounts toward the car parks and the lumber room, as can be seen from the account statement of the respondent dated 19.02.2019.



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62.The final account statement that had been issued on 19.02.2019 which has been extracted in the earlier part of the judgment shows that the respondent had charged the petitioner separately for reserved car parking area and the lumber room. The petitioner had paid separate amounts for the apartment, which has been calculated as saleable area, and for the land upon which the apartment complex had been constructed under the heading “land cost”. The last two items relate to the reserved car parking area and lumber room charges. This shows an option was given to the consumer to either purchase the lumber room or to go into the completion of purchase of a flat without the purchase of a lumber room. The charge payable for the lumber room has been separately classified and received.

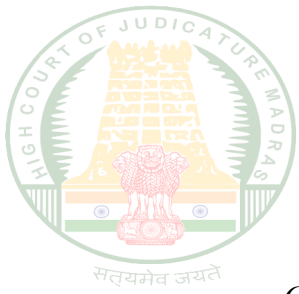
63.Ms.T.G.Niranjana stated that the petitioners had no issues or complaint with regard to the land or the apartment. Here, the allegation of deficiency relates only to the car parking and the lumber room for which the respondent had charged independently. To put it in other words, the cumulative amount of Rs.7,60,01,633.08 was not arrived at for the sale of the



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land, apartment, car parking and lumber room. For each of the services rendered by the respondent to the petitioners, separate costs were arrived at, agreed upon and collected. Reading with this Section 2(42) of the 2019 Act, the service in dispute can be of any description made available to the potential user.

64. Therefore, the provision of car parks and lumber room by itself can be inferred as services separable from the construction of the apartment. The user might not have any issue over the apartment, but, for instance, might have issues with the manner in which the legal documentation was carried out. The legal and documentation charges in this case were fixed at Rs.1 lakh. If there are deficiencies in this aspect, if I were to agree with Mr.Mani Sundar Gopal, then even for this amount of Rs.1 lakh, the petitioners should approach the NCDRC. Similarly, the deficiencies over which the petitioners are allegedly aggrieved with respect to the two car parking and the lumber room, which are less than Rs.50 lakhs. Therefore, even on that score, the DCDRC would have jurisdiction.

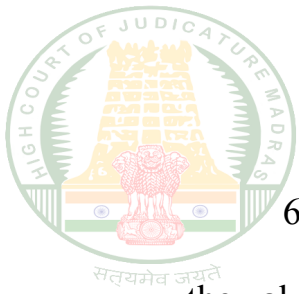


Case Law Discussion

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65.The prelude before proceeding with further discussion on the case law is, the issue that has been presented before me has arisen for the first time under the 2019 Act. The judgment relied by both the parties arose under the erstwhile 1986 legislation.

66.The Counsel for the petitioners heavily relied on the judgment of the Calcutta High Court in the case of ***Woods Birch Hazel Residents Association Vs. Managing Director, Bengal United Credit, Belani Housing Company Limited, [2019 SCC OnLine Cal 586]***. This case arose under the 1986 Act. The facts were that the possession of the housing complex was handed over to the residents welfare association by the respondent therein. The association was aggrieved by the non-installation of the firefighting equipment within the housing complex. Hence, it filed a complaint before the State Commission seeking Rs. 24,50,000/- toward the non-installment of the firefighting equipment, compensation, and litigation costs.



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67.The State Commission rejected the complaint on the grounds that the value of each of the apartments, whose possession was handed over to the members of the revision petitioner association, being more than one crore rupees, the State Commission did not have jurisdiction to entertain such complaints. The State Commission, following the principle of law laid down by the National Commission in the case of *Ambrish Kumar Shukla and Ors Vs. Ferrous Infrastructure Pvt. Ltd., [2016 SCC OnLine NCDRC 1117]*, came to a conclusion that even if compensation is sought against a small defect in the entire residential complex, the value of the entire flat of each member must be taken into account for the purpose of valuing the complaint. Therefore, the State Commission concluded that it was only the National Commission which had jurisdiction to entertain the complaint. This order was put to challenge before this High Court.

68.In the *Ambrish Kumar Shukla case*, a three-member Bench of the National Commission was constituted to answer eleven questions of law, of which the following question relating to the pecuniary jurisdiction of the Commissions established under the 1986 Act is pertinent to our



consideration. The question of law is as follows:

“2. ...

(i) In a situation, where the possession of a housing unit has already been delivered to the complainants and may be, sale deeds etc. also executed, but some deficiencies are pointed out in the construction/development of the property, whether the pecuniary jurisdiction is to be determined, taking the value of such property as a whole, OR the extent of deficiency alleged is to be considered for the purpose of determining such pecuniary jurisdiction.”

69. Answering the said question, the National Commission held as follows:

“14. It is evident from a bare perusal of Sections 21, 17, and 11 of the Consumer Protection Act that it's the value of the goods or services and the compensation, if any, claimed which determines the pecuniary jurisdiction of the Consumer Forum. The Act does not envisage determination of the pecuniary jurisdiction based upon the cost of removing the deficiencies in the goods purchased or the services to be rendered to the consumer. Therefore, the cost of removing the defects or deficiencies in the goods or the services would have no bearing on the



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determination of the pecuniary jurisdiction. If the aggregate of the value of the goods purchased or the services hired or availed of by a consumer, when added to the compensation, if any, claimed in the complaint by him, exceeds Rs. 1.00 crore, it is this Commission alone which would have the pecuniary jurisdiction to entertain the complaint. For instance if a person purchases a machine for more than Rs. 1.00 crore, a manufacturing defect is found in the machine and the cost of removing the said defect is Rs. 10.00 lacs, it is the aggregate of the sale consideration paid by the consumer for the machine and compensation, if any, claimed in the complaint which would determine the pecuniary jurisdiction of the Consumer Forum. Similarly, if for instance, a house is sold for more than Rs. 1.00 crore, certain defects are found in the house, and the cost of removing those defects is Rs. 5.00 lacs, the complaint would have to be filed before this Commission, the value of the services itself being more than Rs. 1.00 crore.”

70.While setting aside the order of the State Commission, the Calcutta High Court in the ***Woods Birch Hazel case*** held that the decision of the National Commission in the ***Ambrish Kumar Shukla case*** does not hold



water for the following reasons:

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“29. The aforesaid answer appears to this Court to, be fundamentally wrong and completely defeat the object and purpose of the Consumer Protection Act, 1986.

...

37. It, therefore, appears to this Court that the expression goods and services must be read alongwith the expression complaint and consumer in the context of the remedies that the fora under the Act of 1986 may allow under Section 14 of the 1986 Act. Section 14 clearly stipulates that the fora under 1986 Act can direct removal of a defect pointed out by a complainant in the goods or services purchased by him. If this be one of the remedies that the Act empowers the fora under the 1986 Act may grant, to compel a complainant to value his goods over and above the defect complained of by him would definitely defeat the object and purpose of the Act.”

...

41. Given to the object and purpose of the Act as discussed by the Hon'ble Supreme Court in the aforesaid cases, the Ambrish Sukla (supra) decision to the extent set out herein above does not appear even remotely to be good law as a consumer who is only aggrieved by a portion of total goods supplied to him may be compelled.



to go to a higher forum than the one available to him. He would miss out a stage of appeal if he has to value his complaint for the full value of goods and/or services availed by him. He may in fact be happy and satisfied if a defect which may be a tenth of the value of the entire goods purchased by him, is awarded to him under Section 14(a) of the 1986 Act. There is, therefore, absolutely no logic or justification to compel him to value his complaint on the basis of the full value of the goods/services purchased by him.

42. The cost of travel and litigation to a consumer who is only aggrieved, for example, by a defect in steering wheel or tyre in a large car purchased by him at Thiruvanthapuram, Mumbai, Hyderabad, Kolkata, Bhopal or Ahmadabad etc. is admittedly high the degree of control over such litigation at a faraway place may equally be onerous. The interpretation given by the Ambrish Sukla (Supra) set out hereinabove cannot, therefore, be harmony with the object and purpose of the Consumer Protection Act, 1986 set out hereinabove. The distance to be covered for a litigant and the cost and control thereof have been held to be valid reasons to negate the interpretation given in the Ambrish Sukla Judgment set out hereinabove, in the case of Samir



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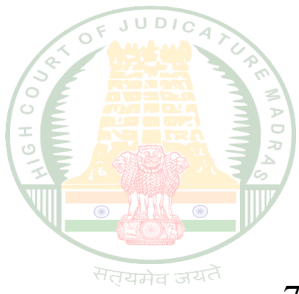
Dutta v. Mamata Das reported in 2017 SCC OnLine Cal 15485 (SB) at Paragraph 37 as also in the Universal Consortium Case (Supra) at Paragraph 111 (Already set out hereinabove).”

71.It must be noted that though the *ratio decidendi* of the Calcutta High Court was based on the provisions of the 1986 Act, it bears in it the spirit of the present enactment viz. the 2019 Act. The 2019 Act, in unambiguous terms, enumerates the intent and efforts of the Parliament to remove the shortcomings of the erstwhile enactment by adequately clarifying the relief-centric nature of the consumer protection framework. When the evil sought to be remedied through the enactment is to put an end to the helplessness of the consumers by eradicating inaction on the part of State-run consumer protection mechanisms, it would be tangential to the object of the enactment to direct the consumers seeking limited relief to value their goods or services in full and bear the escalating expenses of travel and litigation at a higher forum. When the DCDRC and the State Commission have the power to order limited relief, such as removing the defect or deficiency, mandating valuation of the complaint on the total consideration paid for the goods or services would only result in creating unfounded precedents and absurd



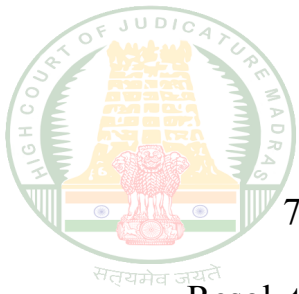
consequences. Therefore, the rationale of the *Woods Birch Hazel case*, though under the 1986 Act, is cogent and meets the touchstone of purposive interpretation and constructive approach that the present-day Consumer Protection Act, 2019 requires.

72.Further, this Court also makes it clear that the decision of the National Commission in the *Ambrish Kumar Shukla case* was rendered under the 1986 Act when the pecuniary jurisdiction of the Commissions was determined based on the “the value of the goods or services and the compensation”. However, in the 2019 Act, as discussed in the earlier part of the judgment, emphasis has been made on the relief claimed, and timely and effective settlement of consumer disputes. That being the case, the jurisdiction of the Commissions has been also modified by the Parliament to entertain complaints based on the “value of the goods or services paid as consideration”. Therefore, with the entire scheme of the 2019 Act modelled on the lines of the relief sought, the import of interpretation of the language employed in the 1986 Act to understand the present enactment would be erroneous and would defeat the very purpose of the new enactment.



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73.The illustrations offered by the National Commission to further clarify its conclusion as far as the determination of pecuniary jurisdiction is concerned, do not hold good under the present Act. The Commission, in the afore-extracted passage, had said *“if for instance, a house is sold for more than Rs. 1.00 crore, certain defects are found in the house, and the cost of removing those defects is Rs. 5.00 lacs, the complaint would have to be filed before this Commission, the value of the services itself being more than Rs. 1.00 crore”*. However, at present, the Parliament has sculpted the entire scheme of the Act to further the interests of the consumers to obtain speedy and efficacious relief. This is a relief-oriented piece of social legislation. This is the reason why conscious changes have been made to the Preamble and the language used to set out the pecuniary jurisdiction of the Commissions. In that case, to mandate the consumers to approach a higher forum for a limited relief when the physically proximate forum is empowered to grant the same relief would be to commit grave violence against the language and spirit of the enactment.



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74.It is also appropriate to recollect that the Consumer Dispute Resolution Commissions, be they at the National level or District level, are at present bound by the 2019 Act and not by the 1986 Act. Therefore, to interpret the 2019 Act in terms of the language used in the 1986 Act would render the very existence of the 2019 Act redundant. Further, to do so would only mean to act in a manner antithetical to the very object and spirit of the present-day legislation and to pave the way for absurd consequences. The Commissions are creation of statute, and they cannot override the provisions of the Act.

75.It is also brought to the attention of the Court that the ratio laid down by the National Commission in the *Ambrish Kumar Shukla case* was considered by the 5-member Bench of the National Commission in *Renu Singh Vs. Experion Developers (P) Ltd., [2021 SCC OnLine NCDRC 978]*. In the *Renu Singh case*, the five-member Bench of the National Commission agreed with the findings and decision made by the three-member Bench in the *Ambrish Kumar Shukla case*. In the process of adjudicating the correctness of the *Ambrish Kumar Shukla case*, the five-member Bench considered the



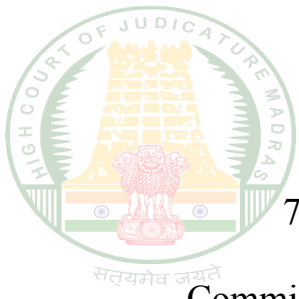
ratio laid down by the Calcutta High Court in the ***Woods Birch Hazel case***.

Apart from questioning the jurisdiction of the Calcutta High Court to entertain the revision under Article 227 of the Constitution, the National Commission proceeded to opine that the judgment of the Calcutta High Court is incorrect for the following reasons:

“In view of aforesaid reasons, it has been held that for the purposes of pecuniary jurisdiction, the value of the claim is relevant and not value of goods. We respectfully disagree with the view taken by the Calcutta High Court inasmuch as the term “the value of the goods or services” has been replaced with “the value of the claim”, which amounts to rewriting of legislation and not interpretation of the statute.”

Hence, the necessity for the following discussion:

76.First, it must be remembered that the ***Renu Singh case*** dealt with the interpretation of the provisions of Consumer Protection Act, 1986.



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77.Secondly, though an appeal was possible to the National Commission under Section 19 of the 1986 Act against the orders passed by the State Commission in exercise of its jurisdiction under Section 17(a)(i), and though it was opined by the National Commission that the Calcutta High Court erred in entertaining the revision when an appeal remedy was available, in the ***Woods Birch Hazel case***, the State Commission had refused to exercise its jurisdiction under Section 17(a)(i) and had returned the complaint to be presented before the National Commission. When there was no exercise of power under Section 17(a)(i), similar to the case at hand, the Calcutta High Court was justified in exercising its powers under Article 227.

78.Thirdly, the High Courts of this country are not without jurisdiction to determine the correctness of the decisions of the National Commission. Even recently, a two-judge Bench of the Supreme Court in the case of ***Ibrat Faizan Vs. Omaxe Buildhome (P) Ltd., [(2023) 11 SCC 594]***, citing an earlier three-judge Bench of the said Court in the case of ***State of Karnataka Vs. Vishwabharathi House Building Coop. Society and Ors, [(2003) 2 SCC 412]*** has held that the National Commission is a tribunal whose decisions are amenable to the superintendence of the High Court under Article 227 of the



Constitution of India. Further in the case of ***Shalini Shyam Shetty and***

AnrVs. Rajendra Shankar Patil, [(2010) 8 SCC 329], the Supreme Court has held that the High Court can exercise powers under Article 227 to cure patent perversity in the orders of tribunals, and to promote public confidence in the administration of justice.

79.The decision of the Calcutta High Court in the ***Woods Birch Hazel case*** was only rendered to rectify the erroneous interpretation of the National Commission in the ***Ambrish Kumar Shukla case*** as far as the determination of pecuniary jurisdiction of the Commissions is concerned. The Calcutta High Court, keeping in mind the true intent and object behind the enactment of the 1986 Act, had only furthered consumer interests by offering an interpretation that would endorse speedy and inexpensive disposal of cases. I should respectfully add the reasoning of the Court is sound and cogent. The National Commission in the ***Renu Singh case*** erred in assuming that the High Court acting under Article 227 would be a Court of equal jurisdiction to that of the National Commission sitting in appeal. The National Commission is a tribunal, whose decisions are susceptible to the power of superintendence of the High Court under Article 227. Therefore, the power of the High Court

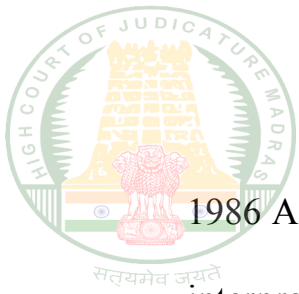


under Article 227 cannot be analogous to that of the National Commission under Section 19 of the 1986 Act and Section 51 of the 2019 Act.

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80.Fourthly, though the National Commission agreed that the provisions relating to jurisdiction must not be read in isolation but in conjunction with the other provisions of the enactment and though it took note of the definition for the term complaint provided under the 1986 Act, it did not address how the words “with a view to obtaining any relief provided by or under the Act” in the definition of the term complaint under Section 2(1)(c) could be omitted while interpreting the term “value of goods and services and compensation”. Though it may not have mattered in the interpretation of the 1986 Act, the phrase “with a view to obtaining any relief provided by or under the Act” cannot be ignored while interpreting the 2019 Act especially when the same was enacted to facilitate expedient and efficacious settlement of consumer disputes.

81.Fifthly, the National Commission, in the said judgment, had made it clear that it had undertaken a literal interpretation of the provisions of the



1986 Act ignoring the fact that the Act was a social welfare legislation. While interpreting a social welfare legislation, the appropriate interpretation would be purposive interpretation, taking into account the object of the Act and the evil it seeks to remedy. This is because in many a case literal interpretation of such pieces of legislation may result in absurd consequences, ineffective in redressing the evil sought to be remedied. In the case of the 1986 Act, the term “value of goods and services and compensation” was not adequately made clear, neither were the words “value” and “compensation”.

82. Therefore, when the meaning of the words used in the provision setting out the jurisdiction is unclear, the literal interpretation undertaken by the National Commission both in the *Renu Singh case* and the *Ambrish Kumar Shukla case* has resulted in outcomes irreconcilable with the object of the Act and the consumer interest that it seeks to protect. The interpretation has resulted in time-consuming and expensive consequences. The errors committed in the erstwhile consumer protection regime cannot be allowed to seep through and find their place in the new Consumer Protection Act. Therefore, this Court holds that the said decisions are inoperable and not

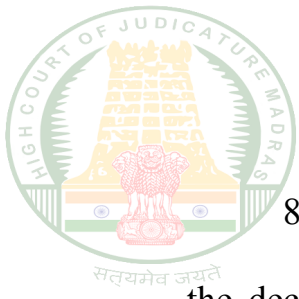


binding on cases arising under the 2019 Act.

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83.In the impugned order, though the DCDRC had rejected the judgment in the *Woods Birch Hazel case* on the grounds that the said decision was rendered under the 1986 Act and had correctly noted that the “value of consideration paid” must be the determinative factor while ascertaining the pecuniary jurisdiction, the DCDRC had failed to appreciate the relief-centric provisions of the Act that require the pecuniary jurisdiction of the Commission to be determined based on the relief sought. In the present case, the relief sought is only against the negligence in providing the two car parks and a lumber room. For such a limited relief, to mandate the petitioners to value the complaint on the basis of the consideration paid for the entire apartment and amenities would amount to reviving the evil that the Parliament sought to remedy. In these cases, it is sufficient if the complainant values the complaint in terms of the consideration paid for that portion of service whose deficiency is sought to be redressed.

Supreme Court on *Ambrish Kumar Shukla case*



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84.This Court is also conscious that apart from the *Renu Singh case*, the decision of the National Commission in *Ambrish Kumar Shukla case* was approved by the Supreme Court in *Anjum Hussain Vs. Intellicity Business Park (P) Ltd., [(2019) 6 SCC 519]* and *Vikrant Singh Malik Vs. Supertech Ltd., [(2020) 9 SCC 145]*, and affirmed by the said Court in *Rameshwar Prasad Shrivastava Vs. Dwarkadhis Projects (P) Ltd., [(2019) 2 SCC 417]*. However, in all the said judgments, the Supreme Court had only considered the question involving class action, vis-a-vis the Consumer Protection Act. The Supreme Court had not expressed its views on the correctness of the decision in *Ambrish Kumar Shukla case* as far as the issue of pecuniary jurisdiction is concerned. It must be recollected that a precedent is only an authority for what it declares and not for any matter not dealt with. Therefore, it is still open to this Court to consider the correctness of the said decision vis-à-vis pecuniary jurisdiction, and as opined earlier, the decision in the *Ambrish Kumar Shukla case* cannot be countenanced under the 2019 Act.

Developments pending the decision



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85.Before I conclude this judgment, I should refer the following developments pending this revision. While hearing the revision, Ms.T.G.Niranjana drew my attention to the order passed by this Court in C.M.S.A.No.48 of 2024 dated 29.07.2024. The relevant portion has already been extracted in the preceding paragraphs. Mr.Mani Sundar Gopal stood by the affidavit that was filed before the Division Bench that the two temporary car parks that had been allotted in favour of the civil revision petitioners in the upper basement had be given on a permanent basis to the petitioners.

86.Ms.T.G.Niranjana pointed out that despite this statement, no rectification deed has been registered. Since the parties want to settle the matter and it is only the position of formality of registration which is standing between the parties, I requested Mr.B.Vijay, Special Government Pleader appearing for the Registration Department to find out from the said department, when they will register the rectification deed and the stamp duty payable thereon. Mr.B.Vijay was kind enough to get an information from the District Registrar, Administration, Chennai Central, Madras and informed this Court that the rectification deed will be registered on payment of



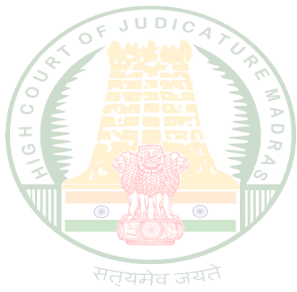
registration charges alone.

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87.As the position had been clarified, Mr.Mani Sundar Gopal agreed to present the rectification deed within two weeks from 31.01.2025. Ms.T.G.Niranjana undertook the civil revision petitioners' ready assistance in getting the document executed and registered. I reserved the orders on the question of law that had been argued by the parties, with a specific direction that both the counsel will inform the Court about the compliance of their respective undertakings.

88.By way of a memo dated 07.03.2025 in USR.No.9192 of 2025, the civil revision petitioners stated that the rectification deed was registered on 13.02.2025. Therefore, the grievance of the petitioners has been addressed insofar as the non registration of the two car parks which had been allotted to them pursuant to the undertaking made in C.M.S.A.No.48 of 2024.

89.Recording the memo, I reserved the orders on the question of law on 11.03.2025.



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Decision

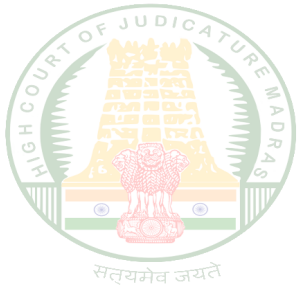
90. In the light of the above discussion, the impugned order of the DCDRC dated 23.08.2024 ought to be set aside, and it is accordingly set aside. The observations made in this case are only for the purpose of disposing this revision. I have not gone into nor can I go into the merits of the case at the stage, the revision has come before this court. The issue of jurisdiction alone is concluded in this judgment and obviously, that issue cannot be reopened by the statutory forums. Therefore, the DCDRC is directed to restore the complaint on to its file, number the same and dispose it on merits of the matter.

91. The Civil Revision Petition stands allowed. No costs.

16.04.2025

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Index : Yes / No
Internet : Yes / No
Neutral Citation : Yes / No



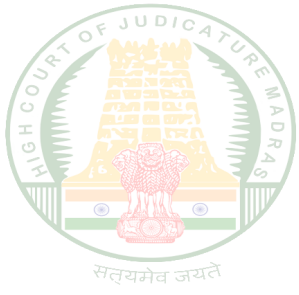
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C.R.P. (PD) .No.4848 of 2024

To

The District Consumer Disputes Redressal Commission,
Chennai (South),
Chennai.



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C.R.P. (PD) .No.4848 of 2024

V.LAKSHMINARAYANAN, J.

Krk/nl

C.R.P.(PD).No.4848 of 2024

16.04.2025