

(2004) 01 NCDRC CK 0009

NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION

Case No: None

AVI AUTOS

APPELLANT

Vs

Jagdev Singh

RESPONDENT

Date of Decision: Jan. 29, 2004

Citation: 2004 2 CPJ 739

Hon'ble Judges: H.S.Brar , C.P.Budhiraja , Jasbir Kapoor J.

Advocate: Sameer Sachdev , Tejinder Joshi

Judgement

1. IT is a revision petition against the order dated 3.6.2003 of the District Consumer Disputes Redressal Forum, Sangrur (hereinafter called the District Forum).

2. IN Complaint No. 37 dated 7.2.2000 titled Shri Jagdev Singh son of Shri Surjeet Singh v. M/s. Premier Automobiles Limited, Lal Bahadur Shastri Marg, Kurla, Mumbai and M/s. AVI Autos, SCO Nos. 59-60, Sector 26, Chandigarh, the District Forum vide its order dated 2.5.2000 directed the petitioner (opposite party No. 2 before the District Forum) (hereinafter called the opposite party No. 2) and M/s. Premier Automobiles Ltd., Lal Bahadur Shastri Marg, Kurla, Mumbai (respondent No. 2 before us) (opposite party No. 1 before the District Forum) (hereinafter called opposite party No. 1) to refund an amount of security of Rs. 15,000/- along with interest at the rate of 12% per annum to respondent No. 1 (complainant before the District Forum) (hereinafter called the complainant) from the date of deposit till its realisation in full and to pay total costs and compensation of Rs. 1,100/- to the complainant. The order was to be complied with within one month from the date of receipt of its copy. Application under execution dated 18.12.2002 contained averments inter alia that the District Forum had sent the copy of the order to the

opposite parties and the same must have been received by the opposite parties during the month of July, 2000. IN the reply dated 24.4.2003 to the execution application, opposite party No. 2 had not denied this version. By implication it was deemed to have been admitted that opposite party No. 2 had received the copy of the order dated 2.5.2000 in July, 2000.

We find from the record that Shri Avtar Singh Dhillon, Authorized Agent of opposite party No. 2 was specifically asked by the District Forum as to whether or not the copy of the order dated 2.5.2000 was received by opposite party No. 2. He conceded its receipt. Even now before us this position has not been rebutted much less with any evidence on the file.

Objection to the execution application was that in the previous execution applications dated 16.1.2000 and 30.7.2001, the complainant/deGREE-holder had mentioned that the District Forum had accepted the complaint and had ordered opposite party No. 1 (M/s. Premier Automobiles limited, Lal Bahadur Shastri Marg, Kurla, Mumbai) to refund the amount of security of Premier Car Model 137-D Rs. 15,000/- along with interest at the rate of 12% per annum to the complainant from the date of deposit till its payment in full and had also ordered to pay costs of Rs. 1,100/- within a period of one month from the date of receipt of the copy of the order. Copies of these execution applications of the complainant/deGREE-holder have been annexed to the reply to the present execution application filed by opposite party No. 2 (M/s. AVI Autos, SCO Nos. 59-60, Sector 26, Chandigarh). Shri Avtar Singh Dhillon, Authorized Agent of opposite party No. 2 before the District Forum and even before us the Counsel for the petitioner opposite party No. 2 had argued that in view of the language of the order dated 2.5.2000 and the aforesaid averments made in earlier two execution applications filed by the complainant, the order under execution be held to be directed only against opposite party No. 1 M/s. Premier Automobiles Limited, Lal Bahadur Shastri Marg, Kurla, Mumbai and not against opposite party No. 2-M/s. Avi Autos, SCO Nos. 59-60, Sector 26, Chandigarh. There is no merit in this argument of the learned Counsel. The reading of the order dated 2.5.2000 makes it abundantly clear that the relief was granted against both the opposite parties including opposite party No. 2 (M/s. Avi Autos, SCO Nos. 59-60, Sector 26, Chandigarh) though in the last paragraph No. 6 of the order, the phrase "opposite party" was used instead of the phrase "opposite parties". That did not mean that opposite party No. 2 was not liable and was not responsible to obey the order dated 2.5.2000 of the District Forum. Merely because in the earlier execution applications, the complainant mentioned that the direction for payment was made by the District Forum against opposite party No. 1 (M/s. Premier Automobiles Limited, Lal Bhadur Shastri Marg, Kurla, Mumbai) it did not mean abandonment of the claim in execution against opposite party No. 2 or to absolve the liability actually determined vide order dated 2.5.2000 of the District Forum. It was not the case of opposite party No. 2 before the District Forum or before us that the order under execution has been satisfied. Since the claim in execution has not been satisfied

within the given time and even long after that, the District Forum was right in directing that bailable arrest warrants of opposite party No. 2 be issued. In view of our discussion made above, we do not find any infirmity in the order of the District Forum. This Revision Petition is thus, dismissed. R.P. dismissed.