
(1999) 03 NCDRC CK 0013

NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION

Case No: None

BAJAJ AUTO LIMITED

APPELLANT

Vs

HARISH CHANDRA TRIVEDI

RESPONDENT

Date of Decision: March 31, 1999

Citation: 1999 3 CPJ 367

Hon'ble Judges: K.C.Bhargava , D.D.Bahuguna J.

Final Decision: Appeal allowed

Judgement

1. THIS is an appeal against the order dated 2.11.1998 passed by District Forum, Kanpur Nagar in Complaint Case No. 106/92.

2. THE facts of the case, in brief, are as under : That Sri Harish Chandra Trivedi while being posted in Gorakhpur in 1983 had booked a Bajaj Super Scooter with M/s. Subhash Tractors, Gol Ghar, Gorakhpur. He deposited a sum of Rs. 500/- towards the booking of scooter. At the time of booking of scooter, contract was entered into between the two parties according to which it was provided that when the turn comes for delivery, the same can be effected at any place. In 1987, the complainant retired from service and shifted to his permanent residence at Kanpur. THE fact of his permanent address at Kanpur was also given in the Booking form which he had deposited with Subhash Tractors, Gorakhpur. THE complainant, therefore, asked for delivery of the scooter at Kanpur but the appellant M/s. Bajaj Auto Limited refused delivery at Kanpur and instead directed to take delivery of scooter from Subhash Tractors, Gol Ghar, Gorakhpur where the booking had taken place. THE complainant, therefore, asked for refund of Rs. 500/- as registration fee alongwith 24% interest and other damages like cost of complaint and mental tension etc.

The District Forum ordered that the complainant be given original amount of Rs : 500/- alongwith interest @ 12% and compensation of Rs. 1,000/-.

M/s. Bajaj Auto Limited have come into appeal against the above order of the District Forum. In the memo of appeal, it has been stated that the contract made between the parties was entered into at Gorakhpur and hence, Kanpur Nagar District Forum has no jurisdiction in the matter. M/s. Subhash Tractors have their office in Gorakhpur where the scooter was booked and the workshop where the scooter was to be made available was also situated at Gorakhpur. The office of M/s. Bajaj Auto is at Pune. It has further been stated that the contract was made for interest @ 9% and not for 12% interest.

3. WE have heard both the parties, in this case without going into other aspects raised in the matter, we find that the scooter was booked in Gorakhpur and delivery was to take place at Gorakhpur only. While perusing the evidence, we find no document showing that the appellant was bound to get the delivery through Kanpur dealer. Thus, the complaint should have been filed in Gorakhpur where the scooter was booked. District Forum, Kanpur has no jurisdiction to entertain the complaint.

Since the complaint is not maintainable, the order of the District Forum, Kanpur Nagar is not a valid one and is liable to be quashed. ORDER The appeal is allowed and the order of the District Forum, Kanpur Nagar dated 2.11.1998 in Complaint Case No. 106/92 is hereby set aside. Let the copy of this order be made available to the parties as per rule. Appeal allowed. _____