

1993 1 CPJ 259

NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION

Case No: None

AASHISH AMARLAL

APPELLANT

Vs

MANAGER, M/S.
SOLAR
AUTOMOBILES

RESPONDENT

Date of Decision: Jan. 4, 1991

Citation: 1993 1 CPJ 259

Hon'ble Judges: R.G.Desai , K.R.Ramaswamy Iyengar , Sudha V.Reddy J.

Final Decision: Complaint disposed of

Judgement

1. AFTER hearing the complainant and perusing the records, the Commission delivered the following:

2. THE complainant had booked a Maruthi Van by depositing a Fixed Deposit of Rs. 35,000/- on 29.5.1990 with the Respondent. He was intimated by a letter dated 26.7.1990 that the Maruthi Van was allotted to him and that he should pay the amount within 20.8.1990. Accordingly, the complainant paid Rs. 1,12,801.73 on 28.7.1990 to the Respondent. On the date of deposit the complainant changed his mind and wanted the Maruthi Van of Cairo Dust colour instead of white which he had booked for earlier. Till the date of the complaint, the Van was not allotted to him. Hence, he has filed this complaint for the relief which the Commission can give him.

The Respondent has sent a written statement by post contending interalia that due to change in colour, the Omni asked for by the complainant could not be given to him intime; that the production of the Maruthi vehicles was suspended for over a fortnight in the

month of September, 1990 for rearranging the premises for production of Maruthi 1000 CC; that there was a strike in M/s. Punjab Scooters Ltd., who are making seats for Maruthi Omni; that if the complainant had not changed the colour choice on 28.7.1990 he would have got the vehicle on 7.8.1990 itself and that 12% interest beyond the period of 7 days from the date of payment till the date of invoice is paid to the complainant according to the policy of Maruthi Udyog Ltd. The complainant admits that he took delivery of the vehicle of the colour he wanted on 29.11.1990. He has filed a Memo stating that he does not challenge the escalation in the price and that M.U.L., New Delhi need not be made a party. Hence the application filed by him for making MUL as a party is dismissed.

Now the only point urged by the complainant is that he should be paid interest at the rate of 18% per annum on the amount of deposit for the delay beyond 7 days from the date of payment. The delay in this case has occurred on account of the change of colour by the complainant as stated by the Respondent. The Respondent has also urged that there was a strike in M/s. Punjab Scooters Ltd., who are making seats for Maruthi Omni. The Respondent has also stated that the production of the vehicles had been suspended for a fortnight in the month of September, 1990 for re-arranging the production of Maruthi Vehicles. Under the circumstances, it is difficult to say that the Respondent was solely responsible for the delay. Moreover, if the amount had been invested by the complainant as Fixed Deposit in the Bank, he would not have got more than 12% interest. Under the circumstances, the interest of 12% awarded by the respondent for the period of delay beyond 7 days cannot be said to be less and we see no reason to concede to the request of the complainant for awarding 18% interest.

3. IN the result, the complaint is disposed of accordingly, without any order as to costs. Complaint disposed of. _____