
(1997) 02 NCDRC CK 0031

NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION

Case No: None

Maruti Udyog Ltd.

APPELLANT

Vs

SUDHIR GAUTAM

RESPONDENT

Date of Decision: Feb. 28, 1997

Citation: 1997 1 CPC 596 : 1998 1 CPJ 620 : 1998 2 CPR 583

Hon'ble Judges: M.R.Agnihotri , Sushil Paul J.

Final Decision: Appeals dismissed

Judgement

1. MARUTI Udyog Limited and Vipul Motors have come up in appeal against the order dated 20th September, 1994 passed by learned District Forum, Faridabad, whereby complaint of one Sudhir Gautam has been allowed and the appellants have been directed to compensate him by refunding the amount charged in excess from him alongwith interest as he was forced to pay the additional amount at the time of delivery of the car even though he had already deposited the entire sale consideration at the time of booking of the car.

2. ACCORDING to the complainant he had booked with M/s. Vipul Motors, Faridabad, a Maruti Car by depositing Rs. 1,41,288/- on 3rd January, 1991, which was at that time the entire sale consideration of the car. However for seven months the car was not delivered and it was thereafter on 8th August, 1991 that the car was delivered on payment of an additional amount of Rs. 53,432/-. Aggrieved against this, the complainant approached the District Forum for the refund of the amount alongwith interest @ 24% from the date of payment. In reply, the appellants pleaded that no doubt fully payment had been made by the complainant on 3rd January, 1991 at the time of booking of the car, which was the prevailing price at that time, but at the time of delivery, the complainant was bound to pay

the price prevailing at that time. Learned District Forum after going through the record produced by the parties including the receipt dated 3rd January, 1991 and invoice dated 8th August, 1991, came to the conclusion that the additional demand of Rs. 53,432/- was unjustified as dealer had withheld the delivery of the vehicle without any cogent reason.

In their appeals filed by the appellants separately, it has been vehemently contended by the learned Counsel that firstly the question of pricing was beyond the jurisdiction of the Consumer Protection Act and secondly additional demand had been made in view of the price prevailing at the time of delivery, which the complainant was bound to pay in accordance with the terms and conditions of the booking. On the other hand, Mr. Mahesh Grover, learned Counsel for the complainant has pleaded that the appellant had unnecessarily delayed the delivery of the vehicle to earn extra profit and there being no justification for the same, order passed by the learned District Forum was perfectly valid. In support of his plea he has placed firm reliance on the judgment of the Hon"ble Supreme Court titled as Om Parkash v. Assistant Engineer, Haryana Agro Industries Corporation Ltd. & Another, reported as II (1994) CPJ 1 (SC), wherein it has been held that over-charging of the price by the dealer by withholding delivery of the vehicle amounted to "unfair trade practice", which was to be discouraged and the buyer was to be compensated by the Courts. After hearing the learned Counsel for the parties we do not find any legal infirmity in the order passed by the learned District Forum and feeling bound by the law laid down by the Hon"ble Supreme Court, we have no hesitation in upholding the order passed by the learned District Forum, as it is evident from the record that the complainant had deposited the entire sale price at the very first day of the booking of the vehicle and the payment was not only by way of advance or earnest money for the purpose of booking. Any subsequent demand made by the appellants was wholly unfair and uncalled for. Consequently, both the appeals are dismissed with no order as to costs. Appeals dismissed.