

(1995) 05 NCDRC CK 0052

NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION

Case No: None

B.R.PANDURANGA
VITTAL

APPELLANT

Vs

SHAREEF
INTERNATIONAL

RESPONDENT

Date of Decision: May 16, 1995

Citation: 1995 2 CPR 357 : 1995 3 CPJ 206

Hon'ble Judges: D.R.Vithal Rao , Susheela Cheluvaraju J.

Final Decision: Complaint dismissed

Judgement

1. IN this complaint, the complainant has sought compensation in a sum of Rs. 10,00,000/- from the Opposite Parties on the ground that the Opposite Parties failed to secure a job for him in Saudi Arabia, as advertised by them.

2. THE complainant averred that he was working as Nursing Tutor at Davangere Nursing School. THE Opposite Parties had advertised in the newspaper for the selection for the post of Male Nurses at Almana Hospital, Saudi Arabia. It is the case of the complainant that he made a payment of sum of Rs. 25,000/- to the Opposite Parties for securing a job but the Opposite Parties, even though made him to run about Bombay twice on resigning the job at Davangere, but failed to secure Visa and the job in Saudi Arabia. THE Opposite Parties, thereafter refunded only a sum of Rs. 11,000/- to the complainant. THE complainant has in this regard, averred at paras 10 and 11 of his complaint, thus:

"10. From the narration of the above said facts, it is clear that the respondents are careless and negligent and they have duped the complainant by making false

representation that the complainant would be selected and he would get appointment at Saudi Arabia. 11. THE complainant hired the services of the respondents for consideration, as the complainant has paid a sum of Rs. 25,000/- for the purpose of securing job but the respondents failed to discharge their obligation after receiving the consideration. Out of Rs. 25,000/-, the first respondent has repaid only a sum of Rs. 11,000/-. On the day of repayment of Rs. 11,000/-, the first respondent obtained an acknowledgement to the effect that "received back full amount". However, he has paid only Rs. 11,000/- and the complainant has mentioned that fact in the same acknowledgement. THE respondents failed to maintain the standard which is required to be maintained by a Recruiting Agency and as such, there is deficiency in service. THE complainant is a consumer and the dispute has arisen between him and the respondents. As such, this Hon"ble Court has got jurisdiction to decide the matter."

The complainant, on the basis of these averments, sought a sum of Rs. 10 lakhs as compensation from the Opposite Parties on various counts.

The Opposite Parties filed their version; denied the fact that the complainant had paid a sum of Rs. 25,000/- to them. The Opposite Parties further averred that the complainant extracted a sum of Rs. 11,000/- from them by threat and denied their liability to make the payment of any compensation as sought for by the complainant.

3. DURING the course of enquiry, the complainant did neither file the affidavit of the party nor adduced any evidence. The documents filed by the complainant also did not come on record in evidence.

We heard the learned Counsel for the parties and perused the pleadings of the parties.

4. HAVING regard to the pleadings of the parties and the version contained in the complaint, we are constrained to hold that it is not a "consumer" dispute. It is not the case of the complainant that he had bought the goods and such goods did suffer from one or more defects. It is not also the case of the complainant that he had hired the services of the Opposite Parties for consideration and that service did

suffer from deficiency in any respect.

The case of the complainant is that the Opposite Parties had assured him to secure him a job in Saudi Arabia for which they had collected a sum of Rs. 25,000/- and when they failed to secure him a job refunded a sum of Rs. 11,000/- only to him. The complainant has also further averred that the Opposite Parties duped him and cheated.

The complainant has not placed any material on record to show that he had made the payment of a sum of Rs. 25,000/- to the Opposite Parties.

5. HAVING regard to these facts and in the circumstances of the case, we have no material to hold that it is the "consumer" dispute. The complainant had averred that he was duped. The question of cheating would involve recording of elaborate evidence and so this is not the proper Forum to give a finding on that aspect of the matter. So from whatever angle the material is considered, this dispute is not a "consumer" dispute and so the complaint of the complainant is untenable. ORDER In the result, therefore, this complaint fails and it is dismissed. The parties are directed to bear and pay their own costs in this proceeding. Complaint dismissed.