



**IN THE NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION  
AT NEW DELHI**

**CONSUMER COMPLAINT NO. 48 OF 2021**

WITH

(IA No.4158-4159 of 2021)

(Interim Relief and Permission to file Joint Complaint)

Akshay Kumar & Ors ..... Complainants

Versus

Adani Brahma Synergy Pvt. Ltd. .... Opposite Party

**CONSUMER COMPLAINT NO. 848 OF 2020**

WITH

(IA/6927 & 6928 OF 2020 AND 190 OF 2022)

(Permission to File Joint Complaint Exemption from filing of Attested/Notarized affidavits,  
Condonation of Delay)

Mrinal Samanta & Ors. .... Complainants

Versus

MKHS Realty LLP ..... Opposite Party

**CONSUMER COMPLAINT NO. 9 OF 2021**

WITH

(IA/810 & 6975 of 2021 and 1369, 6865, 6866 & 6869 of 2022)

(Permission to File Joint Complaint, Condonation of delay in filling the Rejoinder,  
Permission to file Joint Complaint, Deletion of Parties, Deletion of Parties)

Anil Gujral & Ors. .... Complainants

Versus

Emaar India Limited ... Opposite Party

**CONSUMER COMPLAINT NO. 47 OF 2021**

WITH

(IA No.2407/2022, 4153, 4154 of 2021 and 5652 of 2022)

(Permission to file Joint Complaint, Stay, Impleadment of Parties)

Mrs. Abha Singh & Mr. Dheeraj  
Ranjan & Ors... .. Complainants

Versus

Ashdan Developers Private Limited .... Opposite Party

**CONSUMER COMPLAINT NO.1279 OF 2019**

WITH

(IA NO.11231, 11232 OF 2019, 1644 OF 2020, 10226, 10227 OF 2021,  
2507, 2508 & 5789 OF 2022)

(Permission to file Joint Complaint, Interim relief, Condonation of delay, Impleadment of Parties,  
Impeladment of parties, Placing record, Exemption from filling the Certified Copy, Direction)

Dr. Shalini Gupta & Ors ... Complainants



Versus

M/s Rudra Buildwell Infra Pvt. Ltd. ...Opposite Party

**CONSUMER COMPLAINT NO. 13 OF 2021**

WITH

(IA NO.1211, 2873 & 4103 OF 2021 AND 2803 OF 2022)  
(Permission to file Joint Complaint, Deletion of Parties, Deletion of Parties,  
Deletion of Parties)

Dr. Pankaj Goel & Ors ..Complainants

Versus

BPTP Limited ...Opposite Party

**CONSUMER COMPLAINT NO. 113 OF 2022**

WITH

(IA NO. 4994, 6260 & 6261 OF 2022)  
(Permission to file Joint Complaint, Amendment of Complaint, Directions)  
Pankaj Maniktala & Ors. .... Complainants

Versus

Puri Construction Pvt. Ltd. ....Opposite Party

**CONSUMER COMPLAINT NO. 146 OF 2022**

WITH

(IA/6236/2022)  
(Exemption of file typed copies of documents)  
Shailendra Kumar Tewari & Ors. ....Complainants

Versus

Pivotal Infrastructure Private Limited ....Opposite Party

**CONSUMER COMPLAINT NO.117 OF 2022**

WITH

(IA No. 5054, 5055 & 5917 OF 2022)  
(Exemption from filling typed copies of documents, Directions, Directions)  
Sh. Gaurav Gupta & Ors. ....Complainants

Versus

Jaiprakash Associates Limited  
/FMG &Ors ....Opposite Parties

**CONSUMER COMPLAINT NO. 88 OF 2021**

WITH

(IA NO.10149-10150 OF 2021)  
(Permission to file Joint Complaint and Exemption)  
Sachin Paliwal & Ors ....Complainants

Versus

M/s Nexgen Infracon Private Limited ....Opposite Party



**BEFORE:**

**HON'BLE MR. JUSTICE R.K. AGRAWAL, PRESIDENT**  
**HON'BLE DR. S. M. KANTIKAR, MEMBER**  
**HON'BLE MR. BINOY KUMAR, MEMBER**

For the Complainant

Mr. Aditya Parolia, Advocate  
Mr. Nithin Chandran, Advocate  
Ms. Sumbul Ismail, Advocate  
Mr. Navneet Kumar, Advocate  
Mr. Vatsalya Vigya, Advocate  
Mr. Saurabh Tiwari, Advocate  
Mr. Chandrachur Bhattacharyya, Advocate  
Mr. N. Raja Singh, Advocate  
Mr. Gaurav Gupta, Advocate  
Mr. Sharan Mehta, Advocate

For the Opposite Parties

Mr. Ritu Raj Srivastav, Advocate  
Ms. Seema Sundd, Advocate  
Mr. Prabhat Ranjan, Advocate  
Mr. Alabhya Dhamija, Advocate  
Mr. Abhishek S., Advocate

Mr. Sanjoy Kumar Ghosh, Advocate  
Ms. Rupali S. Ghosh, Advocate

Mr. Pravin Bahadur, Advocate  
Mr. Amit Agarwal, Advocate  
Mr. Saurabh Kumar, Advocate  
Mr. S. Anjani Kumar, Advocate

Mr. P. S. Bindra, Sr. Advocate  
Mr. Abhinav Mukhi, Advocate  
Mr. Shantanu Tomar, Advocate

Mr. Pragyan Pradip Sharma, Advocate  
Mr. Kartikay Dutta, Advocate  
Mr. Anoop George, Advocate

Ms. Vishakha, Advocate



ORDER

PRONOUNCED ON 06<sup>th</sup> MARCH, 2023

R.K. AGRAWAL, J., PRESIDENT

1. The present Consumer Complaints have been filed under Section 58 read with Section 35(1)(c) of the Consumer Protection Act, 2019 (hereinafter referred to as "the Act") by the Complainants on their own behalf and that of other Allottees of the Apartments/Units in the Residential Housing Projects to be developed by the Opposite Parties Builders / Developers, *interalia*, alleging deficiency in service and unfair trade practice on the part of the Opposite Parties.

2. Vide order dated 06.07.2022, passed in CC No. 48 of 2021, following issues were referred to, by a single Member bench of this Commission to the larger Bench for its decision:

- i. Whether the permission to file a Complaint under Section 35(1)(c) of the Consumer Protection Act, 2019 should be granted or not;
- ii. if not, whether a Joint Complaint be permitted in terms of the order passed by the Hon'ble Supreme Court in the case of '*Brigade Enterprise Ltd. v. Anil Kumar Virmani & Ors. (Civil Appeal No. 1777 of 2021), decided on 17.12.2021*'.



iii. Whether each of the persons who have approached this Commission be treated by paying consideration of ₹2 crore or more.

3. Since the question of law involved all these Complaints is similar/identical, all these Consumer Complaints is being dealt with by this common order.

4. Learned Counsel appearing on behalf of the Complainants relied upon the Judgment passed by this Commission in '**Ambrish Kumar Shukla v Ferrous Infrastructure Pvt. Ltd. (CC No. 97 of 2016)**', wherein it was held that, *so long as the grievance of the consumers is common and identical relief is claimed for all of them, the cost, size, area of the flat/plot and the date of booking/allotment/purchase, would be wholly immaterial and submitted that in a case where Complainants having common grievance and seeking common reliefs against the same Opposite Party, the relevance of cost stood diluted by pre-dominance of the commonality of the grievance and the relief sought. Difference in cost of the Units of the Complainants is immaterial as the only aspect that remains material is the sameness of interest.*

5. Learned Counsel further relying upon Judgment passed by the Hon'ble Supreme Court in "**Vikrant Singh Malik v. Supertech Ltd., (2020) 9**





**SCC 145**", wherein the Hon'ble Supreme Court had affirmed that *the test under Section 12(1)(c) is of the sameness of the interest. The complaint is filed in a representative capacity, on behalf of or for the benefit of all the consumers who are interested. Similarly, under Section 2(1)(b)(iv), in defining the expression "complainant", the statute incorporates the identical test of the sameness of interest, where there are numerous consumers. In such a situation, the expression "complainant" has been defined, inter alia, to include one or more consumers, each of whom has the same interest where there are numerous consumers involved in the dispute*, submitted that the cost or the amount paid by the Complainants needs to be considered cumulatively as doing so individually shall be detrimental to the ethos of the provisions of Section 35 of the Act and lead to the above difficulties despite the sameness of interest being consistent amongst the Complainants.

6. He further relied upon the Judgment passed by the Hon'ble Supreme Court in "**Brigade Enterprise Ltd. v. Anil Kumar Virmani & Ors. (2022) 4 SCC 138**", wherein the Hon'ble Supreme Court held that *either there should be at least one Complainant from each of the towers of the Project or at least necessary averments in the pleadings should be made in order to claim that the Complaint is filed in a representative capacity on behalf of all similarly situated Allottees/Consumers*, it was submitted that while giving permission to file a Complaint under Section 35(1)(c) of the Consumer



Protection Act, 2019, there should be at least one condition should be met (i) at least one Complainant should represent from each of the towers of the Project or (ii) at least necessary averments in the pleadings should be made that the Complaint is filed in a representative capacity on behalf of all the similarly situated Allottees/Consumers.

7. Referring to Section 58 of the Act, it was submitted that the distinction between the terms 'Complaint' and 'Complainant' is necessary to point out while considering the aspect of the Jurisdiction of this Commission to entertain and adjudicate consumer complaints filed jointly on behalf of more than one consumer. It was further submitted that Section 58 of the Act establishes the pecuniary jurisdiction of this Commission in relation to 'Complaint' and not 'Complainant'. By referring Rule No. 5 of Gazette Notification dated 30.12.2021 issued by Ministry of Consumer Affairs, Food & Public Distribution bearing GSR 912(E), it was submitted that the use of the term "Complaints" while ascertaining the pecuniary jurisdiction of this Hon'ble Commission made it abundantly clear that the value of the goods and services paid as consideration in a Complaint as a whole ought to be looked into and not of each individual Complainant.

8. Relying upon judgment passed by the Hon'ble Supreme Court in "*Brigade Enterprises (Supra)*" it was also submitted that where only "a



few consumers" and not "numerous consumers" have the same interest, there is nothing in the Act to prohibit these few consumers from joining together and filing a Joint Complaint. The relevant extract of '**Brigade Enterprises**' (*supra*) is reproduced as hereunder:

*"38. Therefore, the proper way of interpreting Section 35 (1) read with section 2(5), would be to say that a complaint may be filed: (i) by a single consumer; (ii) by a recognized consumer Association; (i) by one or more consumers jointly, seeking the redressal of their own grievances without representing other consumers who may or may not have the same interest; (iv) by one or more consumers on behalf of or for the benefit of numerous consumers; and (v) the Central Government, Central Authority or State Authority"*

9. It was further submitted that in the above Judgment the Hon'ble Supreme Court had not only allowed the Complaint to be proceeded as a Joint Complaint without representing other consumers but it had also allowed the same by taking cognizance of the fact that the amount paid by each Complainant was less than ₹2 crores.

10. It was submitted that after the interpretation given by the Hon'ble Supreme Court in '**Brigade Enterprises**' (*supra*) that numerous consumers can also file Complaint under Section 35(1)(a), it is the aggregate sale consideration of all those numerous consumers which has to be considered for the purpose of determining the pecuniary jurisdiction in terms of the principles laid down by this Commission in "**Moulivakkam Trust Heights**





*Flats v/s M/s. Prime Sristi Housing Pvt. Ltd. & Ors.*" (CC No. 560 / 2014).

11. It was therefore, submitted that while determining the pecuniary jurisdiction of this Commission in a Joint Complaint, it is the total amount paid by all the Complainants should be considered and not the amount paid by each individual Complainant.

12. *Per contra*, learned Counsel appearing on behalf of the Opposite Parties submitted that to file a Complaint under 35(1)(c) of the Consumer Protection Act, 2019, the most essential ingredient is sameness of interest and entitlement of common relief. Relying upon judgment passed by this Commission in '*Ambrish Kumar Shukla v Ferrous Infrastructure Pvt. Ltd.* (*supra*), it was submitted that the Complainants should have a common grievance.

13. Relying on the Judgment passed by the Hon'ble Supreme Court in '*Brigade Enterprises* (*supra*), it was submitted that the Hon'ble Supreme Court had clarified that a Joint Complaint stood in contrast to a Complaint filed in a representative capacity. Therefore, each of the Complainants in case of a joint complaint must specifically plead his/her case and also produce their respective documents. It was submitted that 'sameness of interest' is an essential condition even in Joint Complaint. The sameness of



interest has to be tested on the basis of the nature of the reliefs claimed and the pleadings that pinpoint the sameness of interest.

14. It was further submitted that *Brigade Enterprises (supra)* is silent on the aspect of '*jurisdiction*' and does not deal with the aspect of the pecuniary jurisdiction to be determined for the purposes of filing a joint complaint' before this Hon'ble Commission. Relying on Section 58 of the Act, it was submitted that each of the Complainants in case of a 'joint Complaint' must be within pecuniary jurisdiction of this Hon'ble Commission.

15. Reliance was placed upon the Judgment passed by the Hon'ble Supreme Court in *Padma Sundara Rao v. State of T.N. (2002) 3 SCC 533*, wherein the unanimous decision opined:

*"9. Courts should not place reliance on decisions without discussing as to how the factual situation fits in with the fact situation of the decision on which reliance is placed. There is always peril in treating the words of a speech or judgment as though they are words in a legislative enactment, and it is to be remembered that judicial utterances are made in the setting of the facts of a particular case, said Lord Morris in British Railways Board U. Herrington 11. Circumstantial flexibility, one additional or different fact may make a world of difference between conclusions in two cases."*

16. It was further submitted that Notification of the Consumer Protection Act, 2019 prescribed that the jurisdiction must be determined on the basis of the amount paid by the Consumer. It was submitted that each of the Complainants even in the case of a 'joint Complaint' must be within



pecuniary jurisdiction of this Hon'ble Commission and while determining the pecuniary jurisdiction of this Commission in a Joint Complaint, it is the total amount paid by each of the Complainants should be considered and not the amount paid by all the Complainants.

17. We have heard learned Counsel appearing on behalf of both the Parties, perused the material available on record and have given a thoughtful consideration to the various pleas raised by the Parties.

18. Section 2(5) & 2(6) of the Consumer Protection Act, 2019 define the terms 'Complainant' and 'Complaint' in following terms:-

**"(5) "complainant" means—**

- (i) a consumer; or**
- (ii) any voluntary consumer association registered under any law for the time being in force; or**
- (iii) the Central Government or any State Government; or**
- (iv) the Central Authority; or**
- (v) one or more consumers, where there are numerous consumers having the same interest; or**
- (vi) in case of death of a consumer, his legal heir or legal representative; or**
- (vii) in case of a consumer being a minor, his parent or legal guardian;**

**(6) "complaint" means any allegation in writing, made by a complainant for obtaining any relief provided by or under this Act, that—**

- (i) an unfair contract or unfair trade practice or a restrictive trade practice has been adopted by any trader or service provider;**
- (ii) the goods bought by him or agreed to be bought by him suffer from one or more defects;**
- (iii) the services hired or availed of or agreed to be hired or availed of by him suffer from any deficiency;**



**(iv) a trader or a service provider, as the case may be, has charged for the goods or for the services mentioned in the complaint, a price in excess of the price—**

**(a) fixed by or under any law for the time being in force; or**

**(b) displayed on the goods or any package containing such goods; or**

**(c) displayed on the price list exhibited by him by or under any law for the time being in force; or**

**(d) agreed between the parties;**

**(v) the goods, which are hazardous to life and safety when used, are being offered for sale to the public--**

**(a) in contravention of standards relating to safety of such goods as required to be complied with, by or under any law for the time being in force;**

**(b) where the trader knows that the goods so offered are unsafe to the public;**

**(vi) the services which are hazardous or likely to be hazardous to life and safety of the public when used, are being offered by a person who provides any service and who knows it to be injurious to life and safety;**

**(vii) a claim for product liability action lies against the product manufacturer, product seller or product service provider, as the case may be;**

19. Section 35(1)(c) of the Consumer Protection Act, 2019 reads as under:-

**"35. (1) (c) one or more consumers, where there are numerous consumers having the same interest, with the permission of the District Commission, on behalf of, or for the benefit of, all consumers so interested;"**

20. Section 58 of the Act, dealing with the Jurisdiction of the National Commission reads as under:-

**"58. Jurisdiction of National Commission.—(1) Subject to the other provisions of this Act, the National Commission shall have jurisdiction—  
(a) to entertain—**





*(i) complaints where the value of the goods or services paid as consideration exceeds rupees ten crore: Provided that where the Central Government deems it necessary so to do, it may prescribe such other value, as it deems fit;*  
*(ii) complaints against unfair contracts, where the value of goods or services paid as consideration exceeds ten crore rupees;"*

21. The Jurisdiction of the National Commission was revised vide Rule No. 5 prescribed in Gazette Notification bearing No. G.S.R. 912(E), dated 30.12.2021 issued by the Ministry of Consumer Affairs, Food & Public Distribution. Rule No. 5 is reproduced below:-

***"5. Jurisdiction of National Commission.—Subject to the other provisions of the Act and in pursuance of proviso to sub-clause (i) of clause (a) of sub-section (1) of section 58, the National Commission shall have jurisdiction to entertain complaints where the value of the goods or services paid as consideration, exceeds two crore rupees."***

22. Order 1 Rule 8 of the Civil Procedure Code, 1908 is reproduced as under:-

***[8. One person may sue or defend on behalf of all in same interest.— (1) Where there are numerous persons having the same interest in one suit,—***

***(a) one or more of such persons may, with the permission of the Court, sue or be sued, or may defend such suit, on behalf of, or for the benefit of, all persons so interested;***

***(b) the Court may direct that one or more of such persons may sue or be sued, or may defend such suit, on behalf of, or for the benefit of, all persons so interested.***





23. In "**Chairman Tamil Nadu Housing Board, Madras Vs T.N. Ganapathy (1990) I SCC 608**", dealing with a suit filed under Order I Rule 8 of the Code of Civil Procedure, the Hon'ble Supreme Court inter-alia observed and held as under:

**"..... The condition necessary for application of the provisions is that the persons on whose behalf the suit is being brought must have the same interest. In other words either the interest must be common or they must have a common grievance which they seek to get redressed....."**

24. In "**Amrish Kumar Shukla & Ors. Vs. Ferrous Infrastructure Pvt. Ltd. (supra)**" this Commission has held that for applicability of Section 12(1)(c) of the Consumer Protection Act, 1986 read with Order 1 Rule 8 of the Code of Civil Procedure is the sameness of interest, i.e., a common grievance of numerous persons which is sought to get contest through a representative action.

25. In "**Vikrant Singh Malik & Ors. Vs. Supertech Ltd. & Ors.**" (2020) 9 SCC 145, the Hon'ble Supreme Court has laid down the criteria for admissibility of a class section complaint by observing as under:-

**"18. Under clause (a) of Section 12(1), a complaint can be filed by "a consumer" to whom goods are sold or agreed to be sold or delivered or a service is provided or agreed to be provided. Under clause (b), any recognised consumer association can institute a complaint. Under clause (d), the Central or the State Government can also institute complaints in their individual capacity or as representatives of the**



*consumers in general. However, under clause (c), a complaint can only be filed with the permission of the District Forum by one or more consumers on behalf of or for the benefit of all consumers so interested, where there are numerous consumers having the same interest. Hence, the requirements for a complaint under Section 12(1)(c) are that:*

- (i) it can be filed by one or more consumers;*
- (ii) it is filed for or on behalf of numerous consumers who have the same interest; and*
- (iii) it requires the permission of the District Forum.*

.....

*30..... Therefore, flat purchasers with distinct apartment-buyer agreements, distinct dates of execution of the agreements, different prices and areas of flats may yet have a commonality of interest. The test that has to be applied is of the sameness of interest, and their interests in securing the redressal of common grievances against a developer may coincide."*

26. The Hon'ble Supreme Court in number of its decisions and lately in "*Brigade Enterprises Limited Vs. Anil Kumar Virmani & Ors. (2022) 4 SCC 138*, has observed that in the Applications filed under Section 35(1)(c) of Consumer Protection Act, 2019, the pleadings and the reliefs are to be considered to judge the sameness of interest by observing as under:-

*"15. Section 35(1)(c) enables one or more consumers, where there are numerous consumers having the same interest, with the permission of the District Commission, to file a complaint, on behalf of or for the benefit of all consumers so interested. It is needless to point out that the sine qua non for*



*invoking Section 35(1)(c) is that all consumers on whose behalf or for whose benefit the provision is invoked, should have the same interest. Interestingly, Section 35(1)(c) uses the disjunction "or" in between two sets of words, namely, (i) "on behalf of"; and (ii) "for the benefit of". Clause (c) of sub-section (1) of Section 35 reads as under:*

*"35. (1)(c) one or more consumers, where there are numerous consumers having the same interest, with the permission of the District Commission, on behalf of, or for the benefit of, all consumers so interested."*

*16. Therefore, a complaint filed under Section 35(1)(c) could either be "on behalf of" or "for the benefit of" all consumers having the same interest.*

*17. Section 38(11) of the Consumer Protection Act, 2019 makes the provisions of Order 1 Rule 8 of the First Schedule to the Civil Procedure Code, 1908 applicable to cases where the complainant is a consumer referred to in Section 2(5)(v), which defines a "complainant" to mean one or more consumers, where there are numerous consumers having the same interest.*

.....

*20. The Explanation under Order 1 Rule 8 is of significance. It distinguishes persons having the same interest in one suit from persons having the same cause of action. To establish sameness of interest, it is not necessary to establish sameness of the cause of action.*

*21. The Explanation under Order 1 Rule 8, is a necessary concomitant of the provisions of Rules 1 and 3 of Order 1. Order 1 Rule 1 CPC, allows many persons to join in one suit as plaintiffs. Order 1 Rule 3 allows many persons to be joined in one suit as defendants. But to fall under Order 1 Rule 1 or Order 1 Rule 3, the right to relief should arise out of or be in respect of the same act or transaction allegedly*



**existing in such persons, jointly, severally or in the alternative. To some extent, Rules 1 and 3 of Order 1 are founded upon the sameness of the cause of action. This is why the Explanation under Order 1 Rule 8 distinguishes sameness of interest from the sameness of the cause of action.**

**22. Since "sameness of interest" is the prerequisite for an application under Order 1 Rule 8 CPC read with Section 35(1)(c) of the Consumer Protection Act, 2019, it was necessary for the respondents to include in the consumer complaint, sufficient averments that would show sameness of interest.**

**As we have pointed out earlier, the total number of residential apartments constructed in three blocks comprising of about 20 wings (7 wings each in Amber and Blue Blocks and 6 wings in Crimson Block) were 1134. There are no pleadings insofar as the purchasers of 386 residential apartments in the 7 wings of Amber Block are concerned. Even in respect of the owners of the remaining 748 residential apartments in Blue Block and Crimson Block, the complaint does not contain any specific averments regarding sameness of interest. The delay in handing over possession of the residential apartments might have given rise to a cause of action for the individual purchasers of flats to sue the builder. But sameness of the cause of action is not equal to sameness of interest. The existence of sameness of interest, has been questioned by the appellant builder on the ground that delay compensation as stipulated in the agreements was offered to the purchasers and that some of them accepted the same without any demur or protest, while a few others have refused to accept. It is not clear from the consumer complaint as to how:**

**(i) those who have accepted the compensation under protest;**

**(ii) those who accepted without protest; and**





**(iii) those who refused to accept the compensation, have the sameness of interest."**

.....

**30. All the above decisions show that for allowing an application under Section 12(1)(c) of the 1986 Act or Section 35(1)(c) of the 2019 Act, the pleadings and the reliefs are to be considered. ....**

....

**31. That takes us to the next question as to the fate of the complaint filed by the respondents. It is sought to be contended that once the application under Section 35(1)(c) is held liable to be rejected, the complaint should also go, as more than one consumer cannot institute a complaint unless they come within the definition of the word "complainant" and also satisfy the requirements of Section 38(11) read with Order 1 Rule 8 CPC.**

**32. It is true that the definition of the word "complainant" is little misleading. Section 2(5) of the Consumer Protection Act, 2019 reads as under:**

**"2. (5) "complainant" means—**

**(i) a consumer; or**

**(ii) any voluntary consumer association registered under any law for the time being in force; or**

**(iii) the Central Government or any State Government; or**

**(iv) the Central Authority; or**

**(v) one or more consumers, where there are numerous consumers having the same interest; or**

**(vi) in case of death of a consumer, his legal heir or legal representative; or**





*(vii) in case of a consumer being a minor, his parent or legal guardian;”*

**33. Section 38(11) reads as under:**

**“38. Procedure on admission of complaint.—(1)-(10)**

**\* \* \***

**(11) Where the complainant is a consumer referred to in sub-clause (v) of clause (5) of Section 2, the provisions of Order 1 Rule 8 of the First Schedule to the Civil Procedure Code, 1908 (5 of 1908) shall apply subject to the modification that every reference therein to a suit or decree shall be construed as a reference to a complaint or the order of the District Commission thereon.”**

**34. Section 35(1) reads as under:**

**“35. Manner in which complaint shall be made.—(1) A complaint, in relation to any goods sold or delivered or agreed to be sold or delivered or any service provided or agreed to be provided, may be filed with a District Commission by—**

**(a) the consumer—**

**(i) to whom such goods are sold or delivered or agreed to be sold or delivered or such service is provided or agreed to be provided; or**

**(ii) who alleges unfair trade practice in respect of such goods or service;**

**(b) any recognised consumer association, whether the consumer to whom such goods are sold or delivered or agreed to be sold or delivered or such service is provided or agreed to be provided, or who alleges unfair trade practice in respect of such goods or service, is a member of such association or not;**



**(c) one or more consumers, where there are numerous consumers having the same interest, with the permission of the District Commission, on behalf of, or for the benefit of, all consumers so interested; or**

**(d) the Central Government, the Central Authority or the State Government, as the case may be:**

**Provided that the complaint under this sub-section may be filed electronically in such manner as may be prescribed."**

**35. A careful reading of the above provisions would show that there is no scope for the contention that wherever there are more consumers than one, they must only take recourse to Order 1 Rule 8 CPC, even if the complaint is not on behalf of or for the benefit of, all the consumers interested in the matter. There may be cases where only "a few consumers" and not "numerous consumers" have the same interest. There is nothing in the Act to prohibit these few consumers from joining together and filing a joint complaint. A joint complaint stands in contrast to a complaint filed in a representative capacity. For attracting the provisions of Section 35(1)(c), the complaint filed by one or more consumers should be on behalf of or for the benefit of numerous consumers having same interest. It does not mean that where there are only very few consumers having the same interest, they cannot even join together and file a single complaint, but should take recourse only to independent and separate complaints.**

**36. It is true that Section 2(5)(i) uses the expression "a consumer". If the vowel "a" and the word "consumer" appearing in Section 2(5)(i) are to be understood to exclude more than one person, it will result in a disastrous consequence while reading Section 2(5)(vi). Section 2(5)(vi) states that in the case of death of a consumer, "his legal heir or legal representative" will be a complainant. Unless the words "legal heir" and "legal representative" are understood to mean "legal heirs" and "legal representatives", a meaningful reading of the provision may not be there.**



**37. Under Section 13(2) of the General Clauses Act, 1897, words in the singular shall include the plural and vice versa in all Central Acts and Regulations, unless there is anything repugnant in the subject or context. We cannot read anything repugnant in the subject or context of Section 2(5) or 35(1)(c) or 38(11) of the Consumer Protection Act, 2019 to hold that the word in the singular, namely, "consumer" will not include the plural.**

**38. We may take for example a case where a residential apartment is purchased by the husband and wife jointly or by a parent and child jointly. If they have a grievance against the builder, both of them are entitled to file a complaint jointly. Such a complaint will not fall under Section 35(1)(c) but fall under Section 35(1)(a). Persons filing such a complaint cannot be excluded from Section 2(5)(i) on the ground that it is not by a single consumer. It cannot also be treated as one by persons falling under Section 2(5)(v) attracting the application of Order 1 Rule 8 CPC read with Section 38(11).**

**39. Therefore, the proper way of interpreting Section 35(1) read with Section 2(5), would be to say that a complaint may be filed:**

- (i) by a single consumer;**
- (ii) by a recognised consumer association;**
- (iii) by one or more consumers jointly, seeking the redressal of their own grievances without representing other consumers who may or may not have the same interest;**
- (iv) by one or more consumers on behalf of or for the benefit of numerous consumers; and**
- (v) the Central Government, Central Authority or State Authority.**

**40. It must be remembered that the provisions of the Consumer Protection Act are in addition to and not in derogation of the provisions of any other law for the time being in force, by virtue of Section 100. Even Section 38 which prescribes the procedure to be followed by the Commission for enquiring into the**



**complaint, does not expressly exclude the application of the provisions of CPC. Though sub-sections (9), (11) and (12) of Section 38 make specific reference only to a few provisions of the Code of Civil Procedure, the principle behind Order 1 Rule 1 enabling more than one person to join in a suit as plaintiff is not expressly excluded.**

**41. Therefore, we are of the considered view that while the National Commission was wrong in this case, in the peculiar facts and circumstances in permitting an application under Section 35(1)(c) read with Order 1 Rule 8 CPC, it does not mean that the complaint filed by the respondents itself is liable to be thrown out. The complaint filed by the respondents may have to be treated as a joint complaint and not a complaint in a representative capacity on behalf of 1134 purchasers. The purchasers of other flats, such as the intervenors herein may join as parties to the consumer complaint, if they so desire. As a matter of fact, it is stated by the intervenors that pursuant to the impugned order [Anil Kumar Virmani v. Brigade Enterprises Ltd., 2021 SCC OnLine NCDRC 417], advertisements were issued and the intervenors have already filed impleadment application before the National Commission. They are entitled to be impleaded.**

27. As has been laid down by the Hon'ble Supreme Court in **Brigade Enterprises (supra)**, it can be concluded that for filing a Complaint under section 35(1)(c) of the Act in Representative Capacity the complaint should be filed by one or more consumers on behalf of or for the benefit of numerous consumers having same interest.

28. As in all the aforementioned Consumer Complaints, there is no sameness of interest, relying upon the Principle laid down by the Hon'ble Supreme Court in **Brigade Enterprises (supra)**, permission to file the





Complaint in the representative capacity under section 35(1)(c) of the Act, cannot be granted. Therefore, the Applications seeking permission to file the Complaint in the representative capacity under section 35(1)(c) of the Act, are rejected. However, all the original Complainants in the respective Complaint Cases can be permitted to file the Joint Complaints. Accordingly, the present Consumer Complaint Cases are ordered to be treated as Joint Complaints filed only on behalf of the Complainants, who have originally filed the respective Complaints.

29. Now, the question arises, whether each of the Complainants have to pay the consideration of more than ₹2 Crore or not, so that this Commission can entertain their Complaints.

30. As held by the Hon'ble Supreme Court in *Brigade Enterprises (supra)* (in para 35, 36 & 37), that *there is nothing in the Act, which prohibits the few Complainants from joining together and filing Joint Complaint. The word complaint includes plural i.e., complaints also. Thus, a Joint Complaint is maintainable and it will be treated as one-complaint.*

31. The following questions came-up for consideration before a Three-Member Bench of this Commission in the case of '*Ambrish Kumar Shukla (supra)*':-





**“(ii) Whether a complaint under Section 12(1)(c) of the Consumer Protection Act is maintainable, before this Commission, where the value of the goods or services and compensation, if any, claimed in respect of none of the allottees / purchasers exceeds Rupees one crore.**

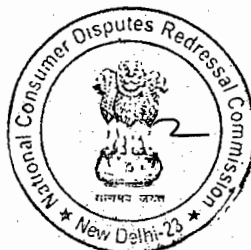
**(iii) Whether a complaint under Section 12(1)(c) of the Consumer Protection Act is maintainable before this Commission, where the value of the goods or services and the compensation claimed in respect of an individual allottee exceeds Rupees one crore in the case of one or more allottees but does not exceed Rupees one crore in respect of other allottees;**

**(iv) Whether a complaint under Section 12(1)(c) of the Consumer Protection Act is maintainable, in a case of allotment of several flats in a project / building, where the allotments / bookings / purchases are made on different dates and or the agreed cost of the flat and / or the area of the flat is not identical in all the bookings / allotments / purchases.”**

32. In Para 12 of the Order, the larger Bench had held as under:-

**“12. Issue No. (ii) and (iii)**

**Section 21 of the Consumer Protection Act, to the extent it is relevant provides that this Commission shall have jurisdiction to entertain complaints where the value of the goods or services and compensation, if any, claimed exceeds ₹1.00 crore. Therefore, what has to be seen, for the purpose of determining the pecuniary jurisdiction, is the value of the goods or services and the amount of the compensation claimed in the complaint. If the aggregate of (i) the value of the goods or services and (ii) the compensation claimed in the complaint exceeds ₹1.00 crore, this Commission would have pecuniary jurisdiction to entertain the complaint. Similarly, if the aggregate of the value of (i) the goods or services and (ii) compensation, if any, claimed in the complaint exceeds ₹20.00 lacs but**



does not exceed ₹1.00 Crore, the State Commission would have the pecuniary jurisdiction to entertain the complaint. Since a complaint under Section 12(1)(c) of the Consumer Protection Act can be filed only where there are numerous consumers having the same interest and it has to be filed on behalf of or for the benefit of all the consumers so interested i.e. all of the numerous consumers having the same interest, it is the aggregate of the value of the goods purchased or services hired or availed of, by all those numerous consumers and the total compensation, if any, claimed for all those numerous consumers, which would determine the pecuniary jurisdiction of this Commission. If the aggregate of the value of the goods purchased or the services hired or availed of by all the consumers having the same interest and the total compensation, if any, claimed for all of them comes to more than ₹1.00 crore, the pecuniary jurisdiction would rest with this Commission alone. The value of the goods purchased or the services hired or availed of and the quantum of compensation, if any, claimed in respect of the one individual consumer therefore, would be absolutely irrelevant for the purpose of determining the pecuniary jurisdiction in such a complaint. In fact, this issue is no more *res Integra* in view of the decision of a Four-Members Bench of this Commission in *Public Health Engineering Department Vs. Upbhokta Sanrakshan Samiti I (1992) CPJ 182 (NC)*. In the above referred case, a complaint was preferred, seeking to recover compensation for alleged negligence on the part of the petitioner which had resulted in a large number of persons getting infected by Jaundice. The names of 46 such persons were mentioned in the complaint but it was alleged that there were thousands of other sufferers who were similarly placed and that complaint was filed on behalf of all of them. The complainant had sought compensation of ₹20,000/- for every student victim, ₹10,000/- for every general victim and ₹1,00,000/- for the legal representatives of those who had died due to Jaundice. The District



Forum held that it had no pecuniary jurisdiction to adjudicate upon the complaint. The State Commission took the view that the District Forum has to go by the value as specified for each consumer. Rejecting the view taken by the State Commission, this Commission inter-alia held as under:

"5. In our opinion this proposition is clearly wrong since under the terms of Section 11 of the Act the pecuniary jurisdiction of the District Forum would depend upon the quantum of compensation claimed in the petition. The view expressed by the State Commission is not based on a correct understanding or interpretation of Section 11. On the plain words used in Section 11 of the Act, the aggregate quantum of compensation claimed in the petition will determine the question of jurisdiction and when the complaint is filed in a representative capacity on behalf of several persons, as in the present case, the total amount of compensation claimed by the representative body on behalf of all the persons whom it represents will govern the valuation of the complaint petition for purposes of jurisdiction".

6. The quantum of compensation claimed in the petition being far in excess of ₹1.00 lac the District Forum was perfectly right in holding that it had no jurisdiction to adjudicate upon the complaint. The reversal of the said order by the State Commission was contrary to law".

Therefore, irrespective of the value of the goods purchased or the service hired and availed of by an individual purchaser / allottee and the compensation claimed in respect of an individual purchaser / allottee, this Commission would have the pecuniary jurisdiction to entertain the complaint if the aggregate of the value of the goods purchased or the services hired or availed of by the numerous consumers on whose behalf or for whose benefit the





**complaint is filed and the total compensation claimed for all of them exceeds ₹1.00 crore.**

**Issue No. (iv)**

**13. As noted earlier, what is required for the applicability of Section 12(1)(c) of the Consumer Protection Act read with Order I Rule 8 of the Code of Civil Procedure is the sameness of the interest i.e. a common grievance of numerous persons which is sought to get redressed through a representative action. Therefore, so long as the grievance of the consumers is common and identical relief is claimed for all of them, the cost, size, area of the flat / plot and the date of booking / allotment / purchase, would be wholly immaterial. For instance, if a builder / developer has sold 100 flats in a project out of which 25 are three-bed room flats, 25 are two-bed room flats and 50 are one-bed room flats and he has failed to deliver timely possession of those flats, all the allottees irrespective of size of their respective flats / plots, the date of their respective purchase and the cost agreed to be paid by them have a common grievance i.e. the failure of the builder/ developer to deliver possession of the flat / plot sold to them and a complaint filed for the benefit of or on behalf of all such consumers and claiming same relief for all of them, would be maintainable under Section 12(1)(c) of the Consumer Protection Act. The relief claimed will be the same / identical if for instance, in a case of failure of the builder to deliver timely possession, refund, or possession or in the alternative refund with or without compensation is claimed for all of them. Different reliefs for one or more of the consumers on whose behalf or for whose benefit the complaint is filed cannot be claimed in such a complaint."**

**33. The larger Bench had answered the issue Nos. (ii) (iii) and (iv) as follows:-**





**"Issue No. (ii), (iii) and (iv)**

**A complaint under Section 12 (1)(c) of the Consumer Protection Act is maintainable before this Commission where the aggregate of the value of the goods purchased or the services hired or availed of by all the consumers on whose behalf or for whose benefit the complaint is instituted and the total compensation, if any, claimed in respect of all such consumers exceeds ₹1.00 crore. The value of the goods purchased or the services hired and availed of by an individual consumer or the size, or date of booking / allotment / purchase of the flat would be wholly irrelevant in such a complaint where the complaint relates to the sale / allotment of several flats / plots in the same project / building."**

34. It may be mentioned here that the Judgment passed by the Three-Member Bench of this Commission in the case of **Ambrish Kumar Shukla (supra)**, has been affirmed by a Five-Member Bench of this Commission vide Order dated 26.10.2021 passed in **"CC No. 1703 of 2018, Renu Singh vs. Experion Developers Private Limited" and other connected matters**" wherein it has been held that **the Full Bench of this Commission in Ambrish Kumar Shukla & 21 Ors. Vs. Ferrous Infrastructure Pvt. Ltd. I 2017 CPJ 1 (NC), lays down the law correctly on the issue relating to pecuniary jurisdiction.**

35. Though, under the Consumer Protection Act, 1986, the value of goods or services and compensation claimed was to be taken for determining the pecuniary jurisdiction of the Consumer Fora but the Principle laid down by



the Larger Bench in the case of *Ambrish Kumar Shukla (supra)*, would also be applicable for determining the value of goods and services paid as consideration in the Complaint where the Complaint has been filed as a Joint-Complaint by more than one person.

36. Admittedly, in the present cases, the value of the consideration paid by all the persons who have joined as Complainants in the Joint Complaint, exceeds ₹2 Crores, therefore, this Commission has pecuniary jurisdiction under Section 58(1)(a)(i) of the Act to entertain all the present Joint Complaints. Accordingly, it is held that all the present Joint Complaints are maintainable before this Commission.

**CC No. 48 of 2021**

Admit, subject to just exceptions.

Issue notice to the Opposite Parties in terms of Section 38 (2) of the Consumer Protection Act, 2019, directing them to file the Reply/ Written Version within a period of 30 days from the date of receipt of the notice in the Complaint, returnable on 10.07.2023.

The Opposite Parties are informed that in view of the Judgment and Order of the Constitution Bench of the Hon'ble Supreme Court in Civil Appeal No. 10941-10942 of 2013 (New India Assurance Co. Ltd. Vs. Hilli Multipurpose Cold Storage Pvt. Ltd.) and other connected matters



(MANU/SC/0272/2020), decided on 04.03.2020, the Consumer Fora, including this Commission, has no power to condone the delay beyond the period of 45 days in filing the Written Version, as provided under Section 13(1)(a) of the Consumer Protection Act, 1986. The Opposite Parties should be prompt and alert.

Even though the Consumer Protection Act, 1986 has been repealed by the Consumer Protection Act, 2019, which has come into force on 20.07.2020, Section 38(2)(a) of the Act of 2019 also prescribes the same time within which the Reply is to be filed and, therefore, the law laid down in Civil Appeal No. 10941-10942 of 2013 (New India Assurance Co. Ltd. Vs. Hilli Multipurpose Cold Storage Pvt. Ltd.) and other connected matters (MANU/SC/0272/2020), shall also apply to the Act of 2019.

List the matter on 10.07.2023.

**CC No. 848 of 2020**

Admit, subject to just exceptions.

Issue notice to the Opposite Parties in terms of Section 38 (2) of the Consumer Protection Act, 2019, directing them to file the Reply/ Written Version within a period of 30 days from the date of receipt of the notice in the Complaint, returnable on 10.07.2023.

The Opposite Parties are informed that in view of the Judgment and Order of the Constitution Bench of the Hon'ble Supreme Court in Civil



Appeal No. 10941-10942 of 2013 (New India Assurance Co. Ltd. Vs. Hilli Multipurpose Cold Storage Pvt. Ltd.) and other connected matters (MANU/SC/0272/2020), decided on 04.03.2020, the Consumer Fora, including this Commission, has no power to condone the delay beyond the period of 45 days in filing the Written Version, as provided under Section 13(1)(a) of the Consumer Protection Act, 1986. The Opposite Parties should be prompt and alert.

Even though the Consumer Protection Act, 1986 has been repealed by the Consumer Protection Act, 2019, which has come into force on 20.07.2020, Section 38(2)(a) of the Act of 2019 also prescribes the same time within which the Reply is to be filed and, therefore, the law laid down in Civil Appeal No. 10941-10942 of 2013 (New India Assurance Co. Ltd. Vs. Hilli Multipurpose Cold Storage Pvt. Ltd.) and other connected matters (MANU/SC/0272/2020), shall also apply to the Act of 2019.

List the matter on 10.07.2023.

**CC No. 9 of 2021**

Admit, subject to just exceptions.

Issue notice to the Opposite Parties in terms of Section 38 (2) of the Consumer Protection Act, 2019, directing them to file the Reply/ Written Version within a period of 30 days from the date of receipt of the notice in the Complaint, returnable on 10.07.2023.





The Opposite Parties are informed that in view of the Judgment and Order of the Constitution Bench of the Hon'ble Supreme Court in Civil Appeal No. 10941-10942 of 2013 (New India Assurance Co. Ltd. Vs. Hilli Multipurpose Cold Storage Pvt. Ltd.) and other connected matters (MANU/SC/0272/2020), decided on 04.03.2020, the Consumer Fora, including this Commission, has no power to condone the delay beyond the period of 45 days in filing the Written Version, as provided under Section 13(1)(a) of the Consumer Protection Act, 1986. The Opposite Parties should be prompt and alert.

Even though the Consumer Protection Act, 1986 has been repealed by the Consumer Protection Act, 2019, which has come into force on 20.07.2020, Section 38(2)(a) of the Act of 2019 also prescribes the same time within which the Reply is to be filed and, therefore, the law laid down in Civil Appeal No. 10941-10942 of 2013 (New India Assurance Co. Ltd. Vs. Hilli Multipurpose Cold Storage Pvt. Ltd.) and other connected matters (MANU/SC/0272/2020), shall also apply to the Act of 2019.

List the matter on 10.07.2023.

**CC No. 47 of 2021**

Admit, subject to just exceptions.

Issue notice to the Opposite Parties in terms of Section 38 (2) of the Consumer Protection Act, 2019, directing them to file the Reply/ Written



Version within a period of 30 days from the date of receipt of the notice in the Complaint, returnable on 10.07.2023.

The Opposite Parties are informed that in view of the Judgment and Order of the Constitution Bench of the Hon'ble Supreme Court in Civil Appeal No. 10941-10942 of 2013 (New India Assurance Co. Ltd. Vs. Hilli Multipurpose Cold Storage Pvt. Ltd.) and other connected matters (MANU/SC/0272/2020), decided on 04.03.2020, the Consumer Fora, including this Commission, has no power to condone the delay beyond the period of 45 days in filing the Written Version, as provided under Section 13(1)(a) of the Consumer Protection Act, 1986. The Opposite Parties should be prompt and alert.

Even though the Consumer Protection Act, 1986 has been repealed by the Consumer Protection Act, 2019, which has come into force on 20.07.2020, Section 38(2)(a) of the Act of 2019 also prescribes the same time within which the Reply is to be filed and, therefore, the law laid down in Civil Appeal No. 10941-10942 of 2013 (New India Assurance Co. Ltd. Vs. Hilli Multipurpose Cold Storage Pvt. Ltd.) and other connected matters (MANU/SC/0272/2020), shall also apply to the Act of 2019.

List the matter on 10.07.2023.

**CC No. 1279 of 2019**

Admit, subject to just exceptions.



Issue notice to the Opposite Parties directing them to file the Reply / Written Version within a period of 30 days from the date of receipt of the notice in the Complaint, returnable on 10.07.2023.

The Opposite Parties are informed that in view of the Judgment and Order of the Constitution Bench of the Hon'ble Supreme Court in Civil Appeal No. 10941-10942 of 2013 (New India Assurance Co. Ltd. Vs. Hilli Multipurpose Cold Storage Pvt. Ltd.) and other connected matters (MANU/SC/0272/2020), decided on 04.03.2020, the Consumer Fora, including this Commission, has no power to condone the delay beyond the period of 45 days in filing the Written Version, as provided under Section 13(1)(a) of the Consumer Protection Act, 1986. The Opposite Parties should be prompt and alert.

Even though the Consumer Protection Act, 1986 has been repealed by the Consumer Protection Act, 2019, which has come into force on 20.07.2020, Section 38(2)(a) of the Act of 2019 also prescribes the same time within which the Reply is to be filed and, therefore, the law laid down in Civil Appeal No. 10941-10942 of 2013 (New India Assurance Co. Ltd. Vs. Hilli Multipurpose Cold Storage Pvt. Ltd.) and other connected matters (MANU/SC/0272/2020), shall also apply to the Act of 2019.

List the matter on 10.07.2023.



CC No. 13 of 2021

Admit, subject to just exceptions.

Issue notice to the Opposite Parties in terms of Section 38 (2) of the Consumer Protection Act, 2019, directing them to file the Reply/ Written Version within a period of 30 days from the date of receipt of the notice in the Complaint, returnable on 10.07.2023.

The Opposite Parties are informed that in view of the Judgment and Order of the Constitution Bench of the Hon'ble Supreme Court in Civil Appeal No. 10941-10942 of 2013 (New India Assurance Co. Ltd. Vs. Hilli Multipurpose Cold Storage Pvt. Ltd.) and other connected matters (MANU/SC/0272/2020), decided on 04.03.2020, the Consumer Fora, including this Commission, has no power to condone the delay beyond the period of 45 days in filing the Written Version, as provided under Section 13(1)(a) of the Consumer Protection Act, 1986. The Opposite Parties should be prompt and alert.

Even though the Consumer Protection Act, 1986 has been repealed by the Consumer Protection Act, 2019, which has come into force on 20.07.2020, Section 38(2)(a) of the Act of 2019 also prescribes the same time within which the Reply is to be filed and, therefore, the law laid down in Civil Appeal No. 10941-10942 of 2013 (New India Assurance Co. Ltd. Vs.





Hilli Multipurpose Cold Storage Pvt. Ltd.) and other connected matters (MANU/SC/0272/2020), shall also apply to the Act of 2019.

List the matter on 10.07.2023.

**CC No. 113 of 2022**

Admit, subject to just exceptions.

Issue notice to the Opposite Parties in terms of Section 38 (2) of the Consumer Protection Act, 2019, directing them to file the Reply/ Written Version within a period of 30 days from the date of receipt of the notice in the Complaint, returnable on 10.07.2023.

The Opposite Parties are informed that in view of the Judgment and Order of the Constitution Bench of the Hon'ble Supreme Court in Civil Appeal No. 10941-10942 of 2013 (New India Assurance Co. Ltd. Vs. Hilli Multipurpose Cold Storage Pvt. Ltd.) and other connected matters (MANU/SC/0272/2020), decided on 04.03.2020, the Consumer Fora, including this Commission, has no power to condone the delay beyond the period of 45 days in filing the Written Version, as provided under Section 13(1)(a) of the Consumer Protection Act, 1986. The Opposite Parties should be prompt and alert.

Even though the Consumer Protection Act, 1986 has been repealed by the Consumer Protection Act, 2019, which has come into force on 20.07.2020, Section 38(2)(a) of the Act of 2019 also prescribes the same



time within which the Reply is to be filed and, therefore, the law laid down in Civil Appeal No. 10941-10942 of 2013 (New India Assurance Co. Ltd. Vs. Hilli Multipurpose Cold Storage Pvt. Ltd.) and other connected matters (MANU/SC/0272/2020), shall also apply to the Act of 2019.

List the matter on 10.07.2023.

**CC No. 146 of 2022**

Admit, subject to just exceptions.

Issue notice to the Opposite Parties in terms of Section 38 (2) of the Consumer Protection Act, 2019, directing them to file the Reply/ Written Version within a period of 30 days from the date of receipt of the notice in the Complaint, returnable on 10.07.2023.

The Opposite Parties are informed that in view of the Judgment and Order of the Constitution Bench of the Hon'ble Supreme Court in Civil Appeal No. 10941-10942 of 2013 (New India Assurance Co. Ltd. Vs. Hilli Multipurpose Cold Storage Pvt. Ltd.) and other connected matters (MANU/SC/0272/2020), decided on 04.03.2020, the Consumer Fora, including this Commission, has no power to condone the delay beyond the period of 45 days in filing the Written Version, as provided under Section 13(1)(a) of the Consumer Protection Act, 1986. The Opposite Parties should be prompt and alert.



Even though the Consumer Protection Act, 1986 has been repealed by the Consumer Protection Act, 2019, which has come into force on 20.07.2020, Section 38(2)(a) of the Act of 2019 also prescribes the same time within which the Reply is to be filed and, therefore, the law laid down in Civil Appeal No. 10941-10942 of 2013 (New India Assurance Co. Ltd. Vs. Hilli Multipurpose Cold Storage Pvt. Ltd.) and other connected matters (MANU/SC/0272/2020), shall also apply to the Act of 2019.

List the matter on 10.07.2023.

**CC No. 117 of 2022.**

Admit, subject to just exceptions.

Issue notice to the Opposite Parties in terms of Section 38 (2) of the Consumer Protection Act, 2019, directing them to file the Reply/ Written Version within a period of 30 days from the date of receipt of the notice in the Complaint, returnable on 10.07.2023.

The Opposite Parties are informed that in view of the Judgment and Order of the Constitution Bench of the Hon'ble Supreme Court in Civil Appeal No. 10941-10942 of 2013 (New India Assurance Co. Ltd. Vs. Hilli Multipurpose Cold Storage Pvt. Ltd.) and other connected matters (MANU/SC/0272/2020), decided on 04.03.2020, the Consumer Fora, including this Commission, has no power to condone the delay beyond the period of 45 days in filing the Written Version, as provided under Section



13(1)(a) of the Consumer Protection Act, 1986. The Opposite Parties should be prompt and alert.

Even though the Consumer Protection Act, 1986 has been repealed by the Consumer Protection Act, 2019, which has come into force on 20.07.2020, Section 38(2)(a) of the Act of 2019 also prescribes the same time within which the Reply is to be filed and, therefore, the law laid down in Civil Appeal No. 10941-10942 of 2013 (New India Assurance Co. Ltd. Vs. Hilli Multipurpose Cold Storage Pvt. Ltd.) and other connected matters (MANU/SC/0272/2020), shall also apply to the Act of 2019.

List the matter on 10.07.2023.

**CC No. 88 of 2021**

Admit, subject to just exceptions.

Issue notice to the Opposite Parties in terms of Section 38 (2) of the Consumer Protection Act, 2019, directing them to file the Reply/ Written Version within a period of 30 days from the date of receipt of the notice in the Complaint, returnable on 10.07.2023.

The Opposite Parties are informed that in view of the Judgment and Order of the Constitution Bench of the Hon'ble Supreme Court in Civil Appeal No. 10941-10942 of 2013 (New India Assurance Co. Ltd. Vs. Hilli Multipurpose Cold Storage Pvt. Ltd.) and other connected matters (MANU/SC/0272/2020), decided on 04.03.2020, the Consumer Fora,

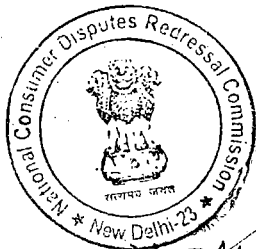




including this Commission, has no power to condone the delay beyond the period of 45 days in filing the Written Version, as provided under Section 13(1)(a) of the Consumer Protection Act, 1986. The Opposite Parties should be prompt and alert.

Even though the Consumer Protection Act, 1986 has been repealed by the Consumer Protection Act, 2019, which has come into force on 20.07.2020, Section 38(2)(a) of the Act of 2019 also prescribes the same time within which the Reply is to be filed and, therefore, the law laid down in Civil Appeal No. 10941-10942 of 2013 (New India Assurance Co. Ltd. Vs. Hilli Multipurpose Cold Storage Pvt. Ltd.) and other connected matters (MANU/SC/0272/2020), shall also apply to the Act of 2019.

List the matter on 10.07.2023.



*[Handwritten signature]*  
06/03/2023

NCDRC  
PAID

788

/RS

*[Handwritten signature]*  
06/03/2023

Sd/-

( R.K. AGRAWAL, J. )  
PRESIDENT

Sd/-

( DR. S. M. KANTIKAR )  
MEMBER

Sd/-

( BINOY KUMAR )  
MEMBER