**REPLY OF RESPONDENT TO THE COMPLAINT FILED BY THE COMPLAINANT**

BEFORE THE CONSUMER DISPUTES REDRESSAL FORUM....................

Case No..................... of 19....................

C. D............................................................ Complainant

*versus*

C. F........................................... Respondent/Opp. Party

MOST RESPECTFULLY SHOWETH:

The Respondent company most respectfully submits as under: —

**Parawise reply**

1. Para 1 of the complaint is admitted to the extent as is borne out from the advertisement of respondent company.

2. Para 2 of the complaint is wrong and denied. The respondent company respectfully submits that it has not so far received any complaint from any of its customers/users. The respondent company further submits that the product in question is meant for repelling the mosquitoes, cockroaches, bedbugs, ticks and houseflies. The word ‘repelling’ means to drive back, to force away, discourage, to check, the advance of, to repulse, to create aversion or distate in. (The Lexicon Webster Dictionary Vol. II1986 Edition). It is further submitted that there is a method for repelling, that is, when the repelling is done in a room, it has to be kept closed for atleast half an hour and only thereafter the said room is to be used. The product, it is submitted, does not contain any poisonous element which may cause vomiting, giddiness, headache and nausea. It is also submitted that the complainant has not repelled the product as per the instructions indicated on the repeller, as hereinbefore indicated. Since the product does not contain any element of poison, the allegation of the complainant, that the complainant himself and his family had to suffer from vomiting, giddiness, headache and nausea from the use of the repeller and also to be hospitalised is totally wrong and baseless and the said allegations have been made just to defame the respondent company’s product.

3. Para 3 of the complaint is admitted to the extent as is borne out from the records. It is submitted that on receipt of the complaint, the complainant was requested to send the repeller and take back the cost of the repeller. The allegation of the complainant that the company did not respond to the letter of the complainant is wrong and denied. It is submitted that the respondent company has not indulged in any unfair trade practice and the product sold by the respondent company is not effectless if the same is used as per the instructions on the repeller.

4. The contents of para 4 are wrong and denied. It is submitted that the product of the respondent company does not suffer from any detect or it is effectless.

Furthermore the respondent company has not made any misrepresentation but has clearly indicated thereon the method of use of the repeller and is in no way cheating its customers/users. The respondent company has not so far received any complaint from any of its customers/users. It is submitted that the respondent company is still willing to refund the price of the repeller on the complainant returning the repeller to the respondent company.

The prayer clause is totally misconceived. The respondent company, it is submitted, is not at all responsible as the repeller has not been used by the complainant as per the instructions on the repeller. The respondent company is pot at all indulging in any unfair trade practice as the product of the company is neither defective nor health hazardous as the same does not contain any element of poison. The product of the company is only a repeller to drive back, to force away, check the advance of mosquitoes cockroaches, bedbugs etc. in case it is repelled in the room as per instructions on the repeller.

It is submitted that the complaint of the complainant being based on baseless allegations deserves to be dismissed.

It is therefore prayed accordingly.

Place.................... Advocate for the Respondent

Dated....................

**CASE-LAW**

**DEFICIENCY IN COURIER SERVICE — NON-DELIVERY OF COVER.**

Where there is carriage of the invoice with limited liability in the event of non-delivery of the cover thereof liability of the courier is limited to the amount undertaken in the contract entered into by the parties. 1

Statutory body is not outside the purview of the Consumer Protection Act.2

Allottee of a flat by builder is a consumer.3

Order of granting connection cannot be passed under Section 14 of the COPRA.4

***Ss. 2(l)(d) and 2(l)(o) of COPRA***

Payment of tax is not a consideration for service rendered by Government and a complaint about any deficiency in such service cannot be entertained by Redressal Forum under the Act.5

The person who presents a document for registration and pays the stamps duty on it or the registration fee does not become a consumer nor do the officers appointed to implement the provisions of the two acts render any service within the meaning of Consumer Protection Act.6

The exclusionary clause in Section 2(l)(d)(i) of COPRA shows that the intention of the legislature appears to be that when the goods are exchanged between a buyer and the seller for, commercial purpose or for re-sale, such a commercial transaction is excluded from the purview of the Act. Instead the legislature intended to confine the redressal to the service contracted or undertaken between the seller and the consumer defined under the Act.7

***S. 16(l)(a)***

For appointment to the office of the President of the State Consumer Disputes Redressal Commission the opinion of the Chief Justice of the High Court and the requirement of consultation with him must have the same status as that of the chief Justice in the appointment of a High Court Judge under Article 217 of the Constitution of India and it is for the Chief Justice of the High Court to initiate the proposal and to mention the name approved by him for appointment instead of the Chief Justice only approving the name suggested by the State Government.8

**APPLICATION UNDER SECTION** 27 **OF THE CONSUMER PROTECTION ACT, 1986 FOR EXECUTION OF ORDER**

**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL
FORUM AT....................**

Execution application No..................... of 200

**In the Matter of: -**

AB............................................ Applicant/Complainant

*versus*

CD....................................................... Opposite Parties

**APPLICATION UNDER SECTION 27 OF THE CONSUMER PROTECTION ACT, 1986 FOR EXECUTION OF ORDER DATED .................... PASSED BY HON’BLE DISTRICT CONSUMER DISPUTES** **REDRESSAL FORUM**

**Most Respectfully Showeth: -**

1. That the applicant-complainant filed complaint for refund of original booking amount alongwith interest, cost and compensation of.................... car booked vide Form No..................... dated.......................... against the opposite parties.

2. That the Hon’ble District Consumer Disputes Redressal Forum vide its order dated the.................... allowed the complaint and directed the opposite parties to (set out gist of order). The said order of the Forum is annexed hereto and marked as annexure-1.

3. The applicant-complainant sent a copy of the said order of the Forum to the opposite party through his Advocate on the.................... for compliance under certificate of posting but the opposite party has failed and neglected to comply with the said order of the Forum till the filing of this execution application. A photocopy each of the letter and the certificate of posting is annexed hereto and marked as Annexure-II.

**PRAYER**

It is therefore most respectfully prayed that this Hon’ble Forum may in the interest of justice order execution of the said order by invoking powers vested in the Forum under section 25 of the Consumer Protection Act, 1986 against the opposite party.

And to pass such order or orders as this Hon’ble Forum may deem fit and

proper in the circumstances of the case.

Applicant-complainant

Through Advocate

Place:....................

Dated:....................

**CASE LAW**

Where action is taken under section 27 of the Consumer Protection Act, a notice should be issued to the person sought to be proceeded against and before punishment and imposition of sentence he should be heard.1

1. Bharathi Knitting Company v. DHL Worldwide Express Courier Division Airfreight Ltd., 1996 (5) Supreme 439.

2. Municipal Corporation v. Jaibhagwan Suganchand Jain, 1991 (I) C. P. R. 509.

3. Prem Sajanani v. M/s. Rekha Developers, 1993 (I) C. P. R. 607.

4. Gujarat Electricity Board v. Suleman Mithabhai, 1993 (2) C. P. R. 294.

5. S. M. N. Consumer Protection Council v. Chief Engineer Highways and Rural Works, 1992 (1) C. P. R. 107.

6. S. P. Goel v. Collector of Stamps, 1996 (1) C. C. C. 17 (S. C. ).

7. Rajeev Metal Works v. The Mineral & Metal Trading Corporation of India Ltd., 1996 (1) C. C. C. 26 (S. C. ).

8. Ashish Handa v. Hon’ble the Chief Justice of High Court of Punjab and Haryana, 1996 (1) C. C. C. 375 (S. C. ).

1. Union of India v. Madras Provincial Consumer Association 1986-1995 Consumer 1200 (National Commission).