

Advantage Consumer

Monthly News Letter of Consumer Protection Council, Rourkela

"An aware consumer is an asset to the nation"

Website : www.advantageconsumer.com

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JULY 2026

ADVANTAGE - VII

Queries & Answers through the Web

(www.advantageconsumer.com is the website of Consumer Protection Council, Rourkela. One of the major attractions of the website is that a visitor can ask queries on issues relating to consumer protection. Answers to these queries are made free of cost, by the Chief Mentor of the Council, Sri B. Vaidyanathan.)

Query reg : Cheated by an Interior Designer / Carpenter

I entered into a verbal agreement with a carpenter/interior designer on 14th March 2026 for the interior work of my flat, which included two bedrooms wardrobes, a modular kitchen, a crockery unit, a TV-cum-Pooja unit, and false ceiling work. He assured me that the entire project would be completed with some factory finish and some on site manually, within 45-60 days. He started the interior work on April last week.

Initially, he quoted ₹5.55 lakh, but later increased it to ₹6.25 lakh, citing a rise in material costs due to the ongoing war situation. Trusting his assurances, I paid around ₹4.8 lakh by the beginning of June 2026.

However, as of end June, only about 40% of the work has been completed. The work that has been done is of poor quality, many items are left half-finished, and several designs executed on-site do not match with what was promised.

Initially, he blamed delays on increased material costs. Later, he said labour was unavailable for nearly three weeks. Now, he is not responding to my calls or messages at all. I have visited both his house and shop in person, but his behaviour has been unprofessional and evasive.

The situation has been causing significant stress for the last 2–3 months, as the project is incomplete and there appears to be no clear plan or expertise from his side to complete the work properly.

Some important points: There is **no written agreement**; but I have payment records and screenshots of the transactions made to him. I have the quotation provided by him. I have WhatsApp chats and communication records regarding the work, designs, and payments.

Under these circumstances, what would be the best way to proceed?

Regards

P Madhavi
Munnekollal,
Bengaluru-560066, Karnataka

Ans:

Ms. Madhavi,

While I do empathize with you, recourse to legal remedy is possible only, as you are aware, is based on evidence(s). You have not shared any documentary or other evidences which can help you to fix the errant supplier / carpenter.

Please share whatever evidences you have, including the "Quotation", to help me to answer your query.

Continued from June, 2026 issue....

In the absence of evidence to prove the negligence of the Hospital, especially when the attendant of the patient was supposed to be present in the room, the complaint of medical negligence is dismissed.

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

CONSUMER COMPLAINT NO. 415 OF 2018

J.N. Mehra(Deceased) Through LRs.
Gayatri Rewal D/o J.N. Mehra,
R/o 564/A-59-III, Jubilee Hills, Road No. 92,
Jubilee Hills, Hyderabad – 500033.

..... Complainant

Versus

Apollo Hospital&Anr., City Campus,
Jubilee Hills, Hyderabad, A.P.-500096.
Through Its Chairman

..... Opp. Parties

BEFORE:

**HON'BLE AVM J. RAJENDRA, AVSM VSM (RETD.), PRESIDING MEMBER HON'BLE MR. JUSTICE
ANOOP KUMAR MENDIRATTA, MEMBER**

JUSTICE ANOOP KUMAR MENDIRATTA, MEMBER

Date of pronouncement:- 15.04.2026

ORDER

14. On the face of record, complainant being aged about 90 years was not in the best of health due to multiple ailments at advanced age. There is nothing in the discharge summary or patient record to infer if the condition of the complainant had deteriorated on account of the said unfortunate fall from the bed on 05.04.2017 or had not been provided with requisite treatment in the hospital. The allegations in the complaint attribute the negligence in providing a round-the-clock attendant service at the relevant time on 05.04.2017. However, as per stand of opposite party, the patient is normally accompanied by an attendant in a private room and is required to call support staff, if the patient requires aid for toilet necessity or otherwise at any hours. The stand taken on behalf of the opposite party appears to be acceptable and reasonable, as except for admission in ICU, the patients are normally accompanied by an attendant in private rooms. It is a matter of fact that no hospital provides individual 24x7 attendant in private rooms except for necessary staff in ICU, Emergency and General Wards for patient services. As per the note sheets, the complainant further appears to have been examined at 5.45 a.m., which would not have been feasible without the same being brought to the notice of staff by the attendant accompanying the complainant. The attendants are further generally apprised of taking due precautions for keeping the side rails of the bed raised and seek the services of support staff in case of any necessity. In the absence of any concrete evidence pointing that the

Complainant was not accompanied by an attendant at the relevant time and was left in the room solely at the responsibility of the hospital staff, negligence cannot be assumed on the part of the opposite party. The note sheet dated 05.04.2017 at 5.45 am reflects that the patient had a fall from bed while he tried to get up and there is no indication in case the fall had been due to negligence on account of not raising of the side rails of the bed by the staff. In the facts and circumstances, the consequent fall cannot be attributed due to the negligence in providing the support services but appears to be accidental. We are of the considered view that hospital cannot be held accountable for an accidental fall, which may be also attributable to the patient or in case the attendant fails to seek the services of support staff. Merely because the fall had occurred is not the conclusive evidence of negligence by the opposite party. It needs to be kept in perspective that the fall from the bed is not of a kind which could not have taken place in ordinary course of things if the patient voluntarily tries to get up from the bed without any support. The principle of maxim *res ipsa loquitur* is not applicable in the facts and circumstances of the case, which may bespeak the negligence of the opposite party. Also, the subsequent death of the complainant in 2023 at the age of 95 years approx. cannot be attributed to scalp injury suffered from fall from the bed in April, 2017.

For the aforesaid reasons, the complaint is without any merits and is liable to be dismissed. No order as to costs. Pending applications, if any, also stand disposed of.

A copy of this order be provided to the concerned parties, by the Registry. ■

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Consumer Protection Act creates a special and additional remedy for consumers and the jurisdiction so conferred cannot be displaced merely by reference to an arbitration agreement between the parties.

**IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION**

CIVIL APPEAL NO(S). 10724/2016

T.K.A. PADMANABHAN

...APPELLANT

VERSUS

ABHIYAN COOPERATIVE GROUP HOUSING

SOCIETY LTD, THROUGH ITS SECRETARY

...RESPONDENT

ORDER

VIKRAM NATH, J.

1. Permission to appear and argue in person is granted to the appellant.
2. The present civil appeal arises from the judgment and order dated 04.01.2016 passed by the National Consumer Disputes Redressal Commission, New Delhi in Revision Petition No. 1942 of 2013.

3. The appellant, T.K.A. Padmanabhan, had instituted Consumer Complaint No. 579 of 2005 before the District Consumer Forum-VII, New Delhi against the respondent, Abhiyan Cooperative Group Housing Society Limited, alleging deficiency in service on account of delay in handing over possession of Flat No. 232.
4. The District Forum, by order dated 27.07.2009, referred the parties to arbitration. The said order was affirmed by the Delhi State Consumer Disputes Redressal Commission by order dated 26.02.2013. The appellant's revision petition against the same came to be dismissed by the National Commission by the impugned order dated 04.01.2016.
5. The facts giving rise to the present appeal are as follows:
 - 5.1. The appellant became a member of the respondent society in January 2003. He claims to have paid the full amount towards allotment of a flat in the respondent society.
 - 5.2. Flat No. 232 was allotted to the appellant, and an agreement was entered into between the parties on 27.02.2004.
 - 5.3. On 08.08.2005, the appellant filed Consumer Complaint No. 579 of 2005 before the District Forum claiming compensation for the alleged delay in handing over possession of the flat.
 - 5.4. The complaint was admitted and notice was issued to the respondent. Thereafter, the respondent filed an application under Section 8 of the Arbitration and Conciliation Act, 1996, seeking reference of the dispute to arbitration.
 - 5.5. By order dated 21.09.2005, the District Forum rejected the said application, inter alia, on the ground that the remedy under the Consumer Protection Act, 1986, was in addition to any other remedy available to an aggrieved party.
 - 5.6. The respondent challenged the said order before the High Court of Delhi in C.M.(M) No. 2405 of 2005. By order dated 30.03.2007, the High Court set aside the order dated 21.09.2005 and directed the District Forum to reconsider the issue by passing a reasoned order.
 - 5.7. The respondent thereafter approached this Court in Special Leave Petition (Civil) No. 9962 of 2007, which was dismissed on 28.07.2008.
 - 5.8. Upon reconsideration, the District Forum, by order dated 27.07.2009, allowed the respondent's application under Section 8 of the Arbitration and Conciliation Act, 1996, and referred the parties to arbitration.
 - 5.9. The appellant challenged the said order before the State Commission in First Appeal No. 680 of 2009. By order dated 26.02.2013, the State Commission dismissed the appeal and affirmed the order passed by the District Forum.
 - 5.10. The appellant then filed Revision Petition No. 1942 of 2013 before the National Commission. By the impugned order dated 04.01.2016, the National Commission dismissed the revision petition. Hence, the present appeal.

6. We have heard the appellant, who appears in person, and learned counsel appearing for the respondent society.
7. The appellant has submitted that the consumer complaint could not have been referred to arbitration merely on the basis of an arbitration clause in the agreement between the parties. According to him, the complaint had already been admitted and notice had been issued to the respondent. It is therefore submitted that the District Forum ought to have decided the complaint on merits in accordance with the Consumer Protection Act, 1986.
8. Learned counsel for the respondent, on the other hand, has supported the orders passed by the District Forum, the State Commission and the National Commission. It is submitted that the agreement between the parties contained an arbitration clause and, therefore, the consumer fora committed no error in relegating the parties to arbitration.
9. In view of the above, the question which arises for our consideration is whether the consumer complaint filed by the appellant could have been referred to arbitration without adjudication on merits, and whether the National Commission was justified in dismissing the revision petition on the ground that the appellant was not a consumer.

RELEVANT STATUTORY FRAMEWORK

10. Before we examine the correctness of the orders passed by the consumer fora, it is necessary to state the relevant provisions of the Consumer Protection Act, 1986 applicable to the present case.
11. Section 2(1)(d) of the 1986 Act defines the term “consumer”. Insofar as the present case is concerned, the relevant part of the provision reads as under:

““consumer” means any person who hires or avails of any services for a consideration which has been paid or promised or partly paid and partly promised, or under any system of deferred payment, and includes any beneficiary of such services other than the person who hires or avails of the services for consideration paid or promised, or partly paid and partly promised, or under any system of deferred payment, when such services are availed of with the approval of the first mentioned person.”

12. Section 2(1)(o) of the 1986 Act defines the term “service”. The said provision, insofar as relevant, has been reproduced hereunder:

““service” means service of any description which is made available to potential users and includes, but is not limited to, the provision of facilities in connection with banking, financing, insurance, transport, processing, supply of electrical or other energy, board or lodging or both, housing construction, entertainment, amusement or the purveying of news or other information, but does not include the rendering of any service free of charge or under a contract of personal service.”

13. Section 3 of the 1986 Act expressly declares the nature of the remedy under the Act. It reads as follows:

“Act not in derogation of any other law.—The provisions of this Act shall be in addition to and not in derogation of the provisions of any other law for the time being in force.”

14. Section 12 of the 1986 Act assumes particular significance in the present case. It deals with the manner in which a complaint may be made before the District Forum. Subsection (4) thereof is material and reads as under:

“Where a complaint is allowed to be proceeded with under sub-section (3), the District Forum may proceed with the complaint in the manner provided under this Act.

Provided that where a complaint has been admitted by the District Forum, it shall not be transferred to any other court or tribunal or any authority set up by or under any other law for the time being in force.”

15. The respondent had invoked Section 8 of the Arbitration and Conciliation Act, 1996, on the ground that the agreement between the parties contained an arbitration clause. The question, therefore, is whether the existence of such an arbitration clause could have displaced the statutory jurisdiction of the consumer forum in the facts of the present case.

To be concluded in the next issue.....

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