

Appeal dismissed based on compromise settlement between parties in consumer dispute: NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION NEW DELHI

M/S. EMERGING VALLEY PVT. LTD. & ANR.

...Appellant

MADHU JAIN

...Respondent

Case No: FIRST APPEAL NO. 926 OF 2021

Date of Judgement: 02 January 2024

Judges:

SUBHASH CHANDRA – PRESIDING MEMBER

For Appellant: None

For Respondent: MS. MANSI TRIPATHI, ADVOCATE

Facts:

This was a first appeal filed by M/s Emerging Valley Pvt Ltd and its authorized signatory Mr Gutpreet Singh (appellants) against order dated 20/10/2020 of the State Commission Chandigarh in complaint no. 228/2019 filed by Madhu Jain (respondent). The appellants had registered office at New Delhi and corporate office at Chandigarh. The respondent was a resident of Ferozepur, Punjab. The dispute pertained to a consumer complaint filed by the respondent against the appellants before the State Commission Chandigarh. The State Commission passed an

order dated 20/10/2020 in the complaint, against which the appellants filed the present first appeal no. 926 of 2021 before the National Consumer Disputes Redressal Commission (NCDRC), New Delhi. When the appeal came up for hearing before the NCDRC, none appeared for the appellants. Proxy counsel Ms Mansi Tripathi appeared for the respondent. She handed over a copy of the Compromise/Settlement Deed dated 27.12.2023 executed between the parties, settling the dispute amicably. In view of the settlement, the NCDRC dismissed the appeal as infructuous. The parties were directed to remain bound by the terms and conditions of the Settlement Deed. Later, Mr P Pankaj, advocate appeared for the appellants and was apprised of the order.

Order:

The Presiding Member, Mr Subhash Chandra noted that the appeal was filed against the order of the State Commission Chandigarh in a consumer complaint. On the date of hearing, none appeared for the appellants. The respondent's proxy counsel handed over the Compromise/Settlement Deed dated 27.12.2023 executed between the parties, settling the dispute amicably. In view of the settlement between parties, the Presiding Member dismissed the appeal as infructuous. The parties were directed to remain bound by the terms and conditions of the Settlement Deed dated 27.12.2023. Later, the appellants' counsel was apprised of the order dismissing the appeal based on the settlement between parties. In summary, the Presiding Member dismissed the appeal as the dispute was already settled between the parties through a compromise settlement deed. Upholding the deed, he directed the parties to abide by its terms and conditions.

Arguments:

Since the matter was already mutually settled between the parties outside the Court through the Compromise/Settlement Deed, no arguments were advanced by either party during the hearing of the appeal. The dismissal of the appeal was based solely on the settlement deed presented by the respondent's counsel before the NCDRC.

Sections:

The first appeal was filed under Section 19 of the Consumer Protection Act 1986. It invoked the appellate jurisdiction of the National

Consumer Disputes Redressal Commission (NCDRC) under Sections 17 and 21 of the Act. The compromise/settlement deed submitted by the respondent was executed mutually between the parties under Section 79 of the Consumer Protection Act. Section 79 allows the consumer disputes redressal agencies to promote settlement through mediation between parties, and make the settlement deed binding on them. Relying on Section 79, the NCDRC upheld the settlement deed and dismissed the appeal.

Cases Referred:

No case laws were cited or referred to in the order passed by the NCDRC, since the matter was disposed based solely on the settlement deed executed between the parties.

Relevant Laws:

The key relevant laws in this matter are:

Consumer Protection Act 1986, in particular Sections 17, 19, 21 and 79. These govern the appointment and jurisdiction of consumer disputes redressal agencies, appeals against their orders, and promotion of mutual settlements.

Code of Civil Procedure 1908 – The procedure followed by the consumer forums is based on the CPC. Order XXIII Rule 3 provides for dismissal of suits based on compromise/settlement between parties.

Conclusion:

In this consumer dispute appeal, the NCDRC upheld the compromise settlement arrived at mutually between the parties under Section 79 of the Consumer Protection Act. Relying solely on the settlement deed submitted by the respondent's counsel, the NCDRC dismissed the appeal filed by the appellants as infructuous. No arguments were advanced and no case laws relied upon, since the matter stood resolved via the settlement. The parties were directed to abide by the terms of the deed, bringing an end to the litigation.

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Court

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Full Text of Judgment:

None present for the Appellant.

Proxy Counsel appearing for the Respondent hands over copy of the Compromise/Settlement Deed dated 27.12.2023 between the parties settling their dispute amicably.

In view of the settlement deed, the Appeal is dismissed as infructuous.

Parties shall remain bound by the terms and conditions of the Settlement Deed.