Rights and Remedies for the Consumers in India under the Consumer Protection Act, 1986

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Abstract:

Marketing is a great tool in modern times for the sellers and the service providers to sell the goods or to provide services respectively. At the same times consumer may feel swindle at the time of purchase or hire services because the advertisement in media may influence the mind of the consumers notwithstanding the manufacturing defect or imperfection in the quality. Consequently, there is dire need to protect and promote the rights of the consumers who require protection from the manufacturer, producer, supplier, wholesaler, retailer and service provider in the market. The Consumer Protection Act, 1986 in India is a benevolent social legislation that lays down the rights of the consumers and provides for their promotion and protection. This Act enables ordinary consumers to secure less expensive and often speedy redressal for their grievances. The purpose of this research paper is to study the scope of the Consumer Protection Act, 1986 and to find out the lacuna and to suggest necessary amendments. The doctrinal method is applied to fulfill the object of this paper.

Key Words: Consumer, Disputes, Rights, Redressal Agency, Remedy

1.1 Introduction:

Consumer is the centre of gravity of all business and industrial activity in every society. Consequently, consumer needs protection from the manufacturer, producer, supplier, wholesaler, retailer and the service provider.¹ For better protection of the interests of consumers and for that purpose to make provision for the establishment of Consumer Councils and other authorities for the settlement of consumers’ disputes and for matters connected therewith, Parliament of India enacted the Consumer Protection Act, 1986, which is a benevolent social legislation.² It is the

¹ http://indiankanoon.org/doc/43412881/ visited on 12.02.2019
² http://ncdrc.nic.in/bare_acts/consumer%20protection%20act-1986.html visited on 20.03.2019
first and the only Act of its kind in India, it has enabled ordinary consumers to secure less expensive and often speedy redressal of their grievances. By spelling out the rights and remedies of the consumers in a market so far dominated by organized manufacturers and traders of goods and providers of various types of services, the Act makes the dictum, Caveat Emptor (‘Buyer Beware’) a thing of the past. The provisions of the Act are in addition to and not in derogation of any other provisions of any other law for the time being in force.

About the purpose of the Act, the Supreme Court in Skypak Couriers Ltd. vs. Tata Chemical Ltd. held that with the industrial revolution and development in the international trade and commerce, there has been a substantial increase of business and trade, which resulted in a variety of consumer goods appearing in the market to cater to the needs of the consumers. The modern method of advertisement in media, influence the mind of the consumers and notwithstanding the manufacturing defect or imperfection in the quality, a consumer is tempted to purchase the goods. There has been possibility of deficiency in the services rendered. For the welfare of such consumer and to protect the consumers from the exploitation and to provide protection to the interest of the consumers, the Parliament enacted the Consumer Protection Act in 1986 and the Act itself makes provisions for the establishment of Commissions for settlement of the consumer disputes and matters connected therewith.

The Act mandates establishment of Consumer Protection Councils at the Centre as well as in each State and District, with a view to promote consumer awareness. The Central Council is headed by Minister-in-charge of the Department of Consumer Affairs in the Central Government and the State Councils by the Minister-in-charge of the Consumer Affairs in the State Governments. It also provides for a 3-tier structure of the National and State Commissions and District Forums for speedy resolution of consumer disputes. To provide inexpensive, speedy and summary redressal of consumer disputes, quasi-judicial bodies have been set up in each District and State and at the National level, called the District Forums, the State Consumer Disputes Redressal Commissions and the National Consumer Disputes Redressal Commission respectively. At present, there are 629 District Forums and 35 State Commissions with the

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3 http://ncdrc.nic.in/history.html visited on 20.03.2019
4 Secretary, Thirumurugan Cooperative Agricultural Credit Society vs. M. Lalitha (dead) Through LRs. And others, (2004) 1 SCC 395
5 2000 Supp (1) SCR 324
National Consumer Disputes Redressal Commission (NCDRC) at the apex.\(^6\) The consumer fora established under the Act is a judicial authority.\(^7\) If any person is aggrieved by an order of National Consumer Dispute Redressal Commission (NCDRC), he may prefer an Appeal against such order to Supreme Court of India within a period of 30 days.\(^8\) Prime object of the Parliament of India in passing the Act is the better protection and preservation of the rights of the consumers.

1.2 Consumer means:

Consumer is one who purchases or leases goods or services for his or her own personal, family, household, or other non-business use.\(^9\) Section 2 (1) (d) of the Consumer Protection Act, 1986 defines consumer as any person who:

(i) buys any goods 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 user of such goods other than the person who buys such goods for consideration paid or promised or partly paid or partly promised or under any system of deferred payment when such use is made with the approval of such person, but does not include a person who obtains such goods for resale or for any commercial purpose; or

(ii) 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; but does not include a person who avails of such services for any commercial purposes;

‘Commercial purpose’ does not include use by a person of goods bought and used by him and services availed by him exclusively for the purposes of earning his livelihood, by means of self-employment.\(^10\)

1.2.1 Commercial Purpose and Livelihood Means:

The words commercial purpose and livelihood are neither defined in the Act nor in the Rules. But when the goods are purchased or services are hired for the purpose of resale, it would

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\(^6\) http://ncdrc.nic.in/history.html visited on 20.03.2019
\(^7\) Fair Air Engineering Pvt. Ltd. and another vs. N.K. Modi, (1996) 6 SCC 385
\(^8\) http://ncdrc.nic.in/ visited on 15.05.2019
\(^9\) https://www.yourdictionary.com/consumer visited on 19.03.2019
\(^10\) Explanation to section 2(1)(d) of the Consumer Protection Act, 1986
be commercial purpose; hence, the purchaser in such circumstances would not be a consumer as per the Act, meaning thereby, if any dispute arises, a suit in civil court can be filed. But purchase of goods or services for earning livelihood by means of self employment is outside the scope of commercial purpose and is covered under the Act; hence, in such circumstances, if any dispute arises, a complaint can be filed under the Consumer Protection Act.

The Supreme Court of India in Laxmi Engineering Works vs P.S.G. Industrial Institute decided that whether the purpose for which a person has bought goods is a commercial purpose within the meaning of the definition of expression consumer in Section 2(d) of the Act is always a question of fact to be decided on the facts and circumstances of each case. A person, who buys goods and uses them himself exclusively for the purpose of earning his livelihood by means of self employment is within the definition of the expression consumer. The National Consumer Dispute Redressal Commission, New Delhi in Vinod Kumar Kucchal vs M/S. Tdi Infrastructure Ltd. decided that that the complainant booked the shops for the sole purpose of earning a livelihood for himself and his family. The complainant falls within the scope of Section 2(1)(d) as a 'consumer' because he booked the shops for the specific purpose of earning a living and that was/is intended to be his main/sole source of income. It is further submitted that the shops were to be used for his own purposes of earning a livelihood as the complainant is the head of the Hindu Undivided Family and these shops were booked for the main purpose of securing their adult sons' future.

1.3 Consumer Dispute:

Consumer dispute means a dispute where the person against whom a complaint has been made, denies or disputes the allegations contained in the complaint. It can arise not only in case of purchase of goods but also in case of hire of services. Service means service of any description which is made available to potential users and includes, but not limited to as facilities in connection with banking, financing, insurance, transport, processing, supply of electrical or other energy, boarding or lodging or both, housing construction, entertainment, amusement or

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11 1995 AIR 1428
12 Decided on 09.02.2018
13 Consumer Protection Act, 1986, section 2 (e)
the purveying of news or other information but it does not include the rendering of any service free of charge or under a contract of personal service.\(^\text{14}\)

Consumer dispute arises, if the goods are defective and hired services are deficient. Defect means any fault, imperfection or shortcoming in the quality, quantity, potency, purity or standard which is required to be maintained by or under any law for the time being in force under any contract, express or implied or as is claimed by the trader in any manner whatsoever in relation to any goods.\(^\text{15}\) Similarly deficiency means any fault, imperfection, shortcoming or inadequacy in the quality, nature and manner of performance which is required to be maintained by or under any law for the time being in force or has been undertaken to be performed by a person in pursuance of a contract or otherwise in relation to any service.\(^\text{16}\)

Consumer dispute also arises in case of spurious goods and services- it means such goods and services which are claimed to be genuine but they are actually not so.\(^\text{17}\) When a person buys goods, they may be used by his family members, relatives and friends. Any person who is making actual use of the goods may come across the defects in goods. Thus law construes users of the goods as consumers although they may not be buyers at the same time. The words “…with the approval of the buyer” in the definition denotes that the user of the goods should be a rightful user.

**1.4 Rights of a Consumer:**

A consumer has a number of rights. The aim of the Act is to protect the rights of the consumer and provide effective and speedier redressal in case of breach and violation of such rights. For the better protection of these rights, the Consumer Protection Councils are established under the Act.\(^\text{18}\) The Act mandates the establishment of Consumer Protection Councils at Centre as well as in each State and District, with a view to promote consumer awareness.\(^\text{19}\) These consumer protection councils are known as the Central Consumer Protection Council, the State Consumer Protection Council and the District Consumer Protection Council respectively. There is one basic thought that ‘consumer needs to be protected’. Another thought is - how can he be protected? Definitely, there has to be some agency to work towards this protection. The Act has

\(^{14}\) Id, section 2(o)
\(^{15}\) Consumer Protection Act, 1986, section 2(f)
\(^{16}\) Id, Section 2(g)
\(^{17}\) Id, section 2 (oo)
\(^{18}\) Consumer protection Act, 1986
\(^{19}\) http://ncdrc.nic.in/history.html visited on 2.05.2019
detailed some rights of consumers which need to be protected and redressed. These are discussed under different heads.

1.4.1 Right to Safety:

A consumer has right to be protected against the marketing of goods and services which are hazardous to life and property. Unsafe goods may cause death or serious injury to the user due to defective ingredients, defective design, poor workmanship, or any other reason. At times safety hazards are found due to absence of proper instructions to use the product. Thus it is to be ensured that manufacturers and traders ensure that the goods are safe for the users, in case of hazardous goods, they give clear instructions as to mode of use, consumer is informed of the risk involved in improper use of goods, vital safety information is conveyed to consumers. Manufacturers or distributors who become aware of the unforeseen hazards after the goods are supplied must inform the authorities and the public in order to forewarn consumers about such hazards. Where a product is found such as is likely to be hazardous even when properly used, traders should either recall it and modify the same or replace it with a new product or adequately compensate for it.

1.4.2 Right to Information:

A consumer has right to be informed about the quality, quantity, potency, purity, standard and price of goods or services, with a view to protect him against unfair trade practices. Adequate information is very important in order to make a right choice. In our country, however, consumers do not get adequate comparative information about the quality, quantity, potency, purity, standard and price of different kinds of goods or services which are available. As a result buying decisions become difficult. Therefore, consumers need to be given maximum information about the wide variety of competing goods available in the market.

1.4.3 Right to Choose:

The right to choose can be made meaningful by ensuring access to a variety of goods and services at competitive prices. Fair and effective competition must be encouraged so as to provide consumers with the widest range of products and services at the lowest cost.

1.4.4 Right to Represent:

There is right to be heard and to be assured that consumer’s interests will receive due consideration at appropriate forums. The Consumer Protection Act, 1986 has well taken care of
this right by making available the instrumentality of Redressal Forums. Every consumer has a right to file complaint and be heard in that context.

1.4.5 Right to Redressal:

A consumer has right to seek redressal against unfair trade practices or restrictive trade practices or unscrupulous exploitation of consumers. When consumers are wronged in a market place transaction, appropriate and adequate redress must be available. The Act has ensured this right by establishing Consumer Forums and recognizing restrictive and unfair trade practices as a ground to make a complaint.

1.4.6 Right to Education:

The right to consumer education is a right which ensures that consumers are informed about the practices prevalent in the market and the remedies available for them. For spreading this education, media, school curriculum or cultural activities, etc. may be used as a medium.20

1.5 Redressal and Remedies:

To provide inexpensive, speedy and summary redressal of consumer disputes, three-tier quasi-judicial bodies have been set up in each District and State and at the National level, called the District Forums, the State Consumer Disputes Redressal Commission and the National Consumer Disputes Redressal Commission respectively. District Forum and State Commission are formed by States with the permission of the Central Government while the National Commission is formed by the Central Government. The Consumer Protection Act, 1986 has given powers to the Central and State Governments to make rules with regard to various aspects of the consumer protection machinery. In order to achieve the objects of the Consumer Protection Act the National Commission has also been conferred with the powers of administrative control over all the State Commissions by calling for periodical returns regarding the institution, disposal and pendency of cases. Similarly the State Commission has administrative control over all the District Fora within its jurisdiction.21 If a complaint to the District Forum is dismissed for default or non-prosecution, then a second complaint to the District Forum under the Consumer Protection Act, 1986 is maintainable.22 In the complaint/appeal/petition submitted under the Act,

21 Section 24B of the CP, Act 1986
22 Indian Machinery Company vs M/S. Ansal Housing & Construction decided by Supreme Court on 27 January, 2016
a consumer is not required to pay any court fees but only a nominal fee. A consumer can file a suit in Consumer Fora as per its jurisdiction.

1.5.1 Pecuniary Jurisdiction:

The pecuniary jurisdiction of the District Forum is upto 20 lakhs. This amount covers the value of the goods or services and the compensation. The pecuniary jurisdiction of the State Commission is upto 1 crore and of the National Commission is above 1 crore. Pecuniary jurisdiction is determined by the sum of amounts claimed on the date of filing the complaint.

1.5.2 Territorial Jurisdiction:

Every District Forum has definite geographical limits within which it can exercise its jurisdiction. A case is supposed to fall within such territory where at the time of the institution of the complaint:

(a) The party against whom the claim is made actually and voluntarily resides or carries on business or has a branch office or personally works for gain in that area, or
(b) Where there are more than one opposite parties, each such party actually and voluntarily resides or carries on business or has a branch office or personally works for gain in that area, or
(c) Where there are more than one opposite parties, any such party actually and voluntarily resides or carries on business or has a branch office or personally works for gain in that area, provided the other parties not so residing or working agrees, or the District Forum gives permission in this regard,
(d) The cause of action, wholly or in part, arises in that area.

As far as territorial jurisdiction of State Commission is concerned, State Commission can entertain all complaints coming from concerned State or its geographical limit. In case of territorial jurisdiction of National Commission, it can entertain all complaints from all the States of India except Jammu and Kashmir, but complaint coming from outside India cannot be

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23 http://ncdrc.nic.in/history.html visited on 10.03.2019
24 Pecuniary jurisdiction of the District Forum was upto 5 lakhs as per Consumer Protection Act, 1986 but was increased upto Rs. 20 lakhs by Consumer Protection Amendment Act, 2002.
25 Section 11 (1) of the Consumer Protection Act, 1986
entertained by National Commission under this Act. National Commission can review its order if any error of judgment is surfaced in the dispute.\textsuperscript{27}

1.5.3 Appellate and Revisional jurisdiction:

The State Commissions and the National commission have Appellate and Revisional Jurisdiction in addition to the Original Jurisdiction.\textsuperscript{28}

National Commission has jurisdiction to entertain appeals against the order of State Commissions and State Commission has power to entertain all those appeals which are made against the order of District Forum. Appeal can be filed from the order of the State Commission or District Forum within 30 days from the date when order was communicated to the appellant. Appeals after 30 days may also be entertained if cause of delay is justified.

The National Commission can ask from the State Commission and the State Commission can ask from any District Forum for the records in any consumer dispute, which is pending or has been pending before any State Commission or District Forum respectively, in case the State Commission or District Forum:\textsuperscript{29}

a) has exercised jurisdiction for which it was not authorized.

b) has failed to exercise jurisdiction for which it was entitled.

c) has exercised jurisdiction illegally.

1.6. Scope and Appraisal:

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.\textsuperscript{30} In State of Karnataka vs Vishwabharathi House Building Co-op. Society,\textsuperscript{31} the Supreme Court stated that by reason of the provisions of Section 3 of the Act it is evident that remedies provided thereunder are not in derogation of those provided under other laws. The said Act supplements and not supplants the jurisdiction of the civil courts or other statutory authorities. The said Act provides for a further safeguard to the effect that in the event a complaint involves complicated issues requiring recording of evidence of experts, the complainant would be at liberty to approach the civil court for appropriate relief. The right of the consumer to approach the civil court for necessary relief has, therefore, been provided under the Act itself. The provisions of the Act are required to be

\textsuperscript{27} http://shodhganga.inflibnet.ac.in/bitstream/10603/14559/12/_%20chapter%203.pdf visited on 19.04.2019

\textsuperscript{28} http://ncdrc.nic.in/baglacommitee.html visited on 1.05.2019

\textsuperscript{29} http://shodhganga.inflibnet.ac.in/bitstream/10603/14559/12/_%20chapter%203.pdf visited on 20.04.2019

\textsuperscript{30} Section 3 of the Act

\textsuperscript{31} AIR 2003 SC 1043, 1054
interpreted as broadly as possible. It has jurisdiction to entertain a complaint despite the fact that other forums/courts would also have jurisdiction to adjudicate upon the lis.

The Supreme Court in Morgan Stanley Mutual Fund vs. Kartick Das, 32 held that no prospective investor could be consumer under the Act. The consumer as the term implies is one who consumes. As per the definition, consumer is one who purchases goods for private use or consumption. The meaning of the word “Consumer” is broadly stated as to include anyone who consumes goods or services at the end of the chain of production. The comprehensive definition aims at covering every man who pays money as the price or cost of goods or services. It is clear that there must be a transaction of buying goods for consideration under Section 2(1)(d)(i) of the Act. The Supreme Court in Regional Provident Fund Commissioner vs. Bhavani,33 stated that the person responsible for the working of a Pension Scheme, could be held to be a ‘service giver’ within the meaning of Section 2(1)(o) of the Act, as it was neither a case of rendering of free service nor rendering of service under a contract of personal service so as to bring the relationship between the parties within the concept of ‘master and servant’. It was held that the respondent comes squarely within the definition of ‘consumer’ within the meaning of Section 2(1)(d)(ii), inasmuch as, by becoming a member of the Employees’ Family Pension Scheme, 1971, and contributing to the same.

The Supreme Court in Pratibha Pratisthan vs Madan B. Lokur decided on 7.3.2017 held that a trust is not a person and therefore cannot be a complainant and cannot file a consumer dispute under the provisions of the Act. About the question whether a government servant is a consumer, the Supreme Court in Dr. Jagmittar Sain Bhagat & Ors vs. Dir. Health Services, Haryana decided on 11 July, 2013 held that the government servant cannot approach any of the Forum under the Act for any of the retiral benefits. The government servant does not fall under the definition of a Consumer as defined under Section 2(1)(d)(ii) of the Act. Such government servant is entitled to claim his retiral benefits strictly in accordance with his service conditions and regulations or statutory rules framed for that purpose. The appropriate forum, for redressal of any of his grievance, may be the State Administrative Tribunal, if any, or Civil Court but certainly not a Forum under the Act.

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32 (1994) 4 SCC 225  
33 AIR 2008 SC 2957
The National Consumer Disputes Redressal Commission decided that imparting of education by an educational institution for consideration falls within the ambit of ‘service’ as defined in the Consumer Protection Act. Fees are paid for services to be rendered by way of imparting education by the educational institutions. If there is no rendering of service, question of payment of fee would not arise.\(^{34}\) A student becomes a consumer when he attends an educational institution and hires the services of that institution upon payment of fees for attending classes and writing examinations. Holding of exams, declarations of results are all services under the Act and can be looked into by the consumer courts.\(^{35}\) Now a days, five star schools and colleges are mushrooming day by day. These claim of false affiliation with well known Universities in India as well as abroad and charge huge sums in the name of fees and other charges, which is unaffordable for the common man. Many of these institutions appoint unqualified staff and faculty to teach a particular stream and sometimes even such faculty is not available. Examinations are not held in time or results are not declared for months or even years, or certificates are not issued to them. Most of such Colleges and Schools are being run by fly-by-night operators with only commercial motives. In the last decade imparting education has become just another business rather than service to the society. To be cheated and lose hard earned money is one thing but more important fact is that the future of many students is at stake. In many such cases, which have come before the National Commission, the apex consumer court has clearly held that providing education is a service and has compensated the aggrieved consumer.\(^{36}\)

The definition of ‘service’ in Section 2(1)(o) of the Act can be split up into three parts - the main part, the inclusionary part and the exclusionary part. The main part is explanatory in nature and defines service to mean service of any description which is made available to the potential users. The inclusionary part expressly includes the provision of facilities in connection with banking, financing, insurance, transport, processing, supply of electrical or other energy, boarding or lodging or both, housing construction, entertainment, amusement or the purveying of

\(^{34}\) Bhupesh Khurana And Ors. vs Vishwa Buddha Parishad And Ors. decided on 29 September, 2000


news or other information. The exclusionary part excludes rendering of any service free of charge or under a contract of personal service.\textsuperscript{37}

The medical practitioners, government hospitals/nursing homes and private hospitals/nursing homes, which render service without any charge whatsoever, every person availing of the service would not fall within the ambit of ‘service’ under Section 2(1)(o) of the Act. The payment of a token amount for registration purposes only would, however, not alter the position in respect of such doctors and hospitals, but the service rendered for which charges are required to be paid by everybody availing the service would fall within the purview of the expression ‘service’ as defined in Section 2(1)(o) of the Act. The medical service rendered in the ESI hospital/dispensary by the respondent Corporation falls within the ambit of Section 2(1)(o) of the Consumer Protection Act.\textsuperscript{38} Service rendered by a medical practitioner or hospital/nursing home cannot be regarded as service rendered free of charge, if the person availing the service has taken an insurance policy for medical care, whereunder the charges for consultation, diagnosis and medical treatment are borne by the insurance company and such service would fall within the ambit of ‘service’ as defined in Section 2(1)(o) of the Act. Similarly, where, as a part of the conditions of service, the employer bears the expenses of medical treatment of an employee and his family members dependent on him, the service rendered to such an employee and his family members by a medical practitioner or a hospital/nursing home would not be free of charge and would constitute ‘service’ under Section 2(1)(o) of the Act.\textsuperscript{39}

‘Service’ as defined in the Act includes the provision of facilities in connection with banking. Withholding of the amount due on a fixed deposit after its maturity amounts to deficiency in service. Delayed payment of term deposits on maturity also amounts to deficiency in service. Wrongful dishonour of cheques due to the negligence or mistake on the part of the bank has been held to amount deficiency in service. Dishonour of DDs due to the lapse or omission on the part of the officials of the bank like non-affixation of signatures, failure to mention code number etc. have also been held to be amounting to deficiency in service. Even though the bank has the right to refuse or grant loan, causing undue delay in releasing the installments of the sanctioned loan might be held to amount to deficiency in service. Charging interest at a rate higher than the rate stipulated in the loan agreement would also amount to

\textsuperscript{37} Indian Medical Association vs V.P. Shantha & Ors, 1995 SCC (6) 651
\textsuperscript{38} Kishore Lal vs Chairman, Employees State decided on 8 May, 2007
\textsuperscript{39} Indian Medical Association vs V.P. Shantha & Ors, 1995 SCC (6) 651
deficiency in service. Although banks cannot give interest exceeding that prescribed by the Reserve Bank, they have a duty to inform the depositor about this, the failure of which, would amount to deficiency in service. Banks are liable for deficiency in service in cases where they fail to return the security documents even after repayment of the whole loan. The failure of a bank to honour bank guarantee is a deficiency in service. However, in cases where a demand was made not in accordance with the conditions of the guarantee and therefore, the guarantee was not honoured, it would not amount to deficiency in service. A bank is liable for loss of articles kept in the locker with the bank. The bank cannot contract out of its responsibilities in relation to a locker by describing the agreement as that between a landlord and a tenant. When locker was found emptied and contents lost, the banks have been held liable for deficiency in service. However, in some such cases, the disputes were left open to be decided by the Civil Court after taking detailed evidence. A consumer complaint may not be entertained by the Consumer Forums when the matter is sub-judice before a competent Civil Court.\textsuperscript{40}

In the year 2013, the Ernakulam Consumer Disputes Redressal Forum passed a noteworthy order by holding that if an RTI applicant is denied information then the same would be a deficiency in service and the applicant will be entitled to compensation under the Consumer Protection Act, 1986.\textsuperscript{41} The Supreme Court of India in Chief Administrator, HUDA vs Shakuntla Devi decided on 8.12.2016 held that the sine qua non for entitlement of compensation is proof of loss or injury suffered by the consumer due to the negligence of the opposite party. Once the said conditions are satisfied, the Consumer Forum would have to decide the quantum of compensation to which the consumer is entitled. There cannot be any dispute that the computation of compensation has to be fair, reasonable and commensurate to the loss or injury. There is a duty cast on the Consumer Forum to take into account all relevant factors for arriving at the compensation to be paid.

The below mentioned table\textsuperscript{42} shows the working of the Consumer Protection Act, 1986:

| Total number of consumer complaints filed and disposed of since inception under Consumer Protection Law |
|--------------------------------------------------|----------|----------------|------------------|----------------|
| S. |
| Name of Agency | Cases filed | Cases disposed of | Cases | % of |

\textsuperscript{40} http://www.rbi.org.in/Scripts/bs_viewcontent.aspx?Id=171 visited on 5.5.2019

\textsuperscript{41} https://www.vakilno1.com/legal-news/important-judgments-on-consumer-protection-law-in-india.html#_ftn1 visited on 30.03.2019

\textsuperscript{42} http://ncdrc.nic.in/stats.html visited on 15.05.2019
<table>
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<tr>
<th>No.</th>
<th>National Commission</th>
<th>since inception</th>
<th>124418</th>
<th>since inception</th>
<th>105070</th>
<th>pending</th>
<th>19348</th>
<th>disposal</th>
<th>84.45%</th>
</tr>
</thead>
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<tr>
<td>2</td>
<td>State Commissions</td>
<td>812044</td>
<td></td>
<td>696466</td>
<td></td>
<td>115578</td>
<td></td>
<td>85.77%</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>District Forums</td>
<td>3949415</td>
<td></td>
<td>3645951</td>
<td></td>
<td>303464</td>
<td></td>
<td>92.32%</td>
<td></td>
</tr>
</tbody>
</table>

Above mentioned table is the appraisal of Consumer Protection Act 1986, which shows that upto April 1, 2019, total number of cases filed in all redressal agencies under the Act was 4885877 and out of which 4447487 cases were disposed of and 438390 cases were pending. The rate of disposal i.e. 91.03% is fairly satisfactory.

1.6 Conclusion and Suggestions:

The Consumer Protection Act, 1986 is a social welfare legislation. It establishes 3 tier consumer disputes redressal agencies to provide speedier remedy to the aggrieved consumers without the need of an advocate and following procedural law. It is not compulsory under the Act to engage an advocate. Complainant himself or through a representative can present his case. The provisions of the Act are not only compensatory in nature but also preventive and punitive in character. The definition of consumer is inclusive and wide enough. It covers not only the purchaser of goods but also the hirer of services for consideration, either consumed by himself or by another person with the permission or services hired by him or for beneficiary. To make the Act more beneficial definition of ‘consumer’ may be widened so as to include free services provided by the government or charitable institutions. Transactions by e-commerce may be covered under the Act. The consumer courts should have powers to prevent unfair trade practices like misleading advertisements. No doubt the disposal of cases since inception is of high rate but still pending cases are in bulk. It requires not disposal but quick disposal with justice. E-filing of cases may be initiated, which will lessen the visit of the consumers to the Consumer Forum. Manufacturer may be made liable if the product does not contain sufficient information.

Awareness about the consumer forums, its procedure and benefits is required to be spread to achieve the goal of the Act.