



CONSUMER PROTECTION ACT 1986: HISTORICAL PERSPECTIVE, ITS OBJECTIVES AND SALIENT FEATURES

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The moment a person comes into this world, he starts consuming. He needs clothes; milk, oil, soap, water, and many more things and these needs keep taking one form or the other all along his life. Thus, we all are consumers in the literal sense of the term. When we approach the market as a consumer, we expect value for money, i.e., right quality, right quantity, right prices, information about the mode of use, etc. However, there may be instances where a consumer is harassed or cheated.

The Consumer Protection Act, 1986, was enacted to provide a simpler and quicker access to redress of consumer grievances. The Act for the first time introduced the concept of 'consumer' and conferred express additional rights on him. It is interesting to note that the Act does not seek to protect every consumer within the literal meaning of the term. The protection is meant for the person who fits in the definition of 'consumer' given by the Act. The orthodox legal requirements under the law of torts and contracts forced the policy makers to craft specific legislation to protect consumers. As a result, The Consumer Protection Act, 1986 was enacted with the objective of providing "cheap, simple and quick" justice to Indian consumers..

INTRODUCTION

All are consumers in one form or another form in society. But in the present socio-economic scenario, it is evident that consumer is a victim of many unfair trade practices and unethical tactics adopted in the market place.¹ Consumer who was the 'king of the market' has become very often cheated in the quality, quality and price of goods or services. In the changing scenario of socio-economic development, welfare oriented justice has, nevertheless assumed great significance. Economic needs and consumer justice will have to be compatible and interwoven, hence they cannot afford to be at larger head.²

The concept of consumer protection has undergone tremendous change with the progressive modification of the common law doctrine of 'caveat emptor' (let the buyer beware) which allows the seller to disown his liability as it throws entire responsibility on the buyer.

In India the development of consumerism largely took place during 1960s to 1970, which ultimately provide benefit to the middle class in the 1980. The process of consumer protection started in the real sense in January 1986 with an All India Seminar held in Delhi. Keeping this in view efforts to protect the interest of the consumer had started through legislative attempts. For the furtherance of these legislative attempts, The Consumer Protection Act, 1986 was enacted for better protection of the interests of consumers and for redressal of consumer grievances.³

The Consumer Protection Act, 1986 is a beneficial or social welfare legislation enacted to provide for better protection of the interest of the consumer and different redressal forum have been established for settlement of consumer disputes. This concise legislation provides a simple in extensive and expeditious remedy for the enforcement of these rights. It is a special statue satisfying a long felt need for creating an

¹ Aggarwal, V. K., Consumer Protection Law and Practice, (1997) B.L.H. Publishers, at p. 3.

² Sharma, Chandra Kant, Role of Consumer Organisation in Consumer Protection, (1993), Kanishka Publication at P. 35.

³ Sindhu, G. I. S. and Kaur, Arvind, Consumer Protection in India Some Area of illusion, Journal of Indian Law Institute, Vol. 38 3, p. 377



extra ordinary jurisdiction for both the conferment of additional consumer rights and the preemptory and expeditious enforcement thereof.

CONSUMER PROTECTION IN ANCIENT INDIA: A HISTORICAL PERSPECTIVE

Consumer Protection has its deep roots in the rich soil of Indian civilization, which dates back to 3200 B.C. In ancient India, human values were cherished and ethical practices were considered of great importance. However, the rulers felt that the welfare of their subjects was the primary area of concern. They showed keen interest in regulating not only the social conditions but also the economic life of the people, establishing many trade restrictions to protect the interests of buyers. This article examines the historical perspective of consumer protection in India from the Vedic age⁴(ancient period) to the modern period. It also briefly analyzes the development of consumer law in India. Finally, an attempt is made to discuss the legal framework of the Indian Consumer Protection Act of 1986 which led to the evolution of a new legal culture in India.

In ancient India, all sections of society followed *Dharma-sutras*⁵(“*Dharma*”), which laid out social rules and norms, and served as the guiding principle governing human relations. The principles of *Dharma* were derived from *Vedas*.⁶*Vedas* were considered the words of God, and law was said to have divine origin which was transmitted to society through sages⁷. Thus, *Vedas* were the primary sources of law in India.⁸

Manu Smriti describes the social, political and economic conditions of ancient society. Manu, the ancient law giver, also wrote about ethical trade practices⁹.He prescribed a code of conduct to traders and specified punishments to those who committed certain crimes against buyers. For example, he referred to the problem of adulteration and said “one commodity mixed with another must not be sold (as pure), nor a bad one (as good) not less (than the property quantity or weight) nor anything that is at hand or that is concealed.”¹⁰The punishment “for adulterating unadulterated commodities and for breaking gems or for improperly boring (them)” was the least harsh.¹¹Severe punishment was prescribed for fraud in selling seed corn: “he who sells (for seed-corn that which is) not seed-corn, he who takes up seed (already sown) and he who destroys a boundary (mark) shall be punished by mutilation.”¹²Interestingly, Manu also specified the rules of competency for parties to enter into a contract. He said “a contract made by a

⁴ 5000B.C. Difference version give different date for the actual period for the Vedic age.However, it is said that “The Vedic age in India which is considered to be the first literary source of civilization, is seen as a glorious period of cultural evolution of the ancient world....The Vedas are not books of law but the repository of culture delineating the feelings and habits of the people of the time which indicate and give vivid ideas of legal concepts in a developed civilization.”GURJEET SINGH “The Problem of Consumer Protection in India :A Historical Prospective “Consumer Protection Reporter704 at 705,n.6(1994III)

⁵ Codes of morals. They also deal with the rules of conduct law and customs.

⁶ shraddhakar supakar, law of procedure and justice in india, 38(1986).Vedas means knowledge. There are four Vedas: the Rigveda, the Yajurveda, the Samaveda and the Atharveda.

⁷ ID.at 39

⁸ ID at 41

⁹ It is interesting to note that Manu was the first to write about the eighteen heads or titles of litigation and matters pertaining to buyers and consumers, including money lending, deposits and pledges, sale without ownership of the property, non-performance of the contracts and breach of contract of sale etc.

¹⁰ MANU, THE LAWS OF MANU, 290(George Buhler trans...,1990).

¹¹ Id.at 393

¹² Id.at 394



person intoxicated or insane or grievously disordered (by disease and so forth) or wholly dependent, by an infant or very aged man, or by an unauthorized (party) is invalid.”¹³

There was also a mechanism to control prices and punish wrongdoers. The king fixed the rates for the purchase and sale of all marketable goods.¹⁴Manu said “man who behaves dishonestly to honest customers or cheats in his prices shall be fined in the first or in the middle most amercement.”¹⁵There was a process to inspect all weights and measures every six months, and the results of these inspections were duly noted. All these measures show how effective ancient society was in regulating the many wrongs of the market place. Thus, *Manu Smriti* effectively dealt with various consumer matters, many of which remain of great concern in modern legal systems.

Kautilya's Arthashastra – Written subsequent to *Manu Smriti*, Kautilya's *Arthashastra*¹⁶ is considered to be a treatise and a prominent source, describing various theories of statecraft and the rights and duties of subjects in ancient society.¹⁷ During this period, several measures were taken to maintain official standards of weights and measures. Kautilya observed, “the superintendent of standardization should cause factories to be established for the manufacture of standard weights and measures.”¹⁸He further said “[the superintendent] should cause a stamping [of the weights and measures] to be made every four months. The penalty for unstamped [weights] is twenty seven *panas* and a quarter. [Traders] shall pay a stamping fee amounting to one *kakani* every day to the superintendent of standardization.”¹⁹

According to Kautilya, “the trade guilds were prohibited from taking recourse to black marketing and unfair trade practice.”²⁰Severe punishments were prescribed for different types of cheating. For example, “for cheating with false cowrie-shells, dice, leather straps, ivory-cubes or by sleight of hand, [the punishment shall be] cutting-off of one hand or a fine.”²¹The rights of the traders were also well protected. Kautilya said, “On the subject of the return of an article purchased or payment of price thereof, there was fixed rule of time, after which an article could not be returned.”²²

The court system during Kautilya's time was well organized. There were two different benches comprising judges and magistrates to try civil and criminal cases. In civil matters, the judges themselves were empowered to take cognizance of the cases of disadvantaged persons who could not approach the court, for example, the cases concerning ascetics, women, and minors, old, sick and helpless people.²³Thus, rendering justice was regarded as one of the essential duties of the rulers, and care was taken to ensure that justice was accessible to all. Indeed, this emphasis on justice for all remains a cornerstone of India's legal system.

Objective Of Consumer Protection Act, 1986- The Consumer Protection Act,1986 seeks to provide for better protection of the interest of the consumers and for the purpose, to make provision for the

¹³ Id.at 394

¹⁴ Rajendra Nath Sharma, Ancient India According to Manu 142(1980).

¹⁵ Buhler,supra note 11,at 393

¹⁶ 400 b.c. to 300 b.c.

¹⁷ see R P Kangle, the Kautiliya Arthashastra-Part ii(2nd ed.1972)[hereinafter kangle part iii].

¹⁸ id. at 134.

¹⁹ id. at 137.

²⁰ Supakar, supra note, 19 at127.

²¹ N. Dutta Origin and Dovelopement of Criminal Justice in India 26(1990).

²² Supakar, supra note, 19 at202.

²³ kautilya-the arthashastra 385(l. n. rangarajan ed.,penguin books india,1992)



establishment of consumer councils and other authorities for the settlement of consumer disputes and for matter connected therewith.

It seeks, inter alia, to promote and protect the right of consumers such as-

- (a) Right to Safety
- (b) Right to be informed
- (c) Right to Choose
- (d) Right to be Heard
- (e) Right to Seek Redressal-
- (f) Right to Consumer Education

Salient Feature of Consumer Protection Act, 1986

Who is "complainant"?²⁴ —

“Complainant” means-

- (i) a consumer; or
- (ii) any voluntary consumer association registered under the Companies Act, 1956 (1 of 1956) or under any other law for the time being in force; or
- (iii) the Central Government or any State Government,
- (iv) one or more consumers, where there are numerous consumers having the same interest;
- (v) in case of death of a consumer, his legal heir or representative; who or which makes a complaint;

What is complaint?—²⁵

"complaint" means any allegation in writing made by a complainant that—

- (i) An 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 deficiency in any respect;
- (iv) A trader or service provider, as the case may be, has charged for the goods or for the service mentioned in the complaint a price in excess of the price –
 - (a) fixed by or under any law for the time being in force;
 - (b) displayed on the goods or any package containing such goods ;
 - (c) displayed on the price list exhibited by him by or under any law for the time being in force;
 - (d) agreed between the parties;
- (v) goods which will be hazardous to life and safety when used or being offered for sale to the public,—
 - In contravention of any standards relating to safety of such goods as required to be complied with, by or under any law for the time being in force;
 - if the trader could have known with due diligence that the goods so offered are unsafe to the public;
- (vi) Services which are hazardous or likely to be hazardous to life and safety of the public when used, are being offered by the service provider which such person could have known with due diligence to be injurious to life and safety; With a view to obtaining any relief provided by or under this Act.

Who is consumer?-

"consumer" means any person who—

²⁴ Section 2(b) of consumer protection act 1986

²⁵ Section 2(c) of Consumer Protection Act ,1986



(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;

Explanation.— For the purposes of this clause, “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;

Consumer of goods –

The provision reveals that a person claiming himself as a consumer of goods should satisfy that— the goods are bought for consideration - There must be a sale transaction between a seller and a buyer; the sale must be of goods; the buying of goods must be for consideration. The terms sale, goods, and consideration have not been defined in The Consumer Protection Act, 1986. The meaning of the terms ‘sale’, and ‘goods’ is to be construed according to the Sale of Goods Act, and the meaning of the term ‘consideration’ is to be construed according to the Indian Contract Act.

Any Person Who Use The Goods With The Approval of The Buyer is a Consumer –

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 the law construe 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.

Note : This is an exception to the general rule of law that a stranger to a contract cannot sue.

Any Person Who Obtains The Goods For ‘Resale’ or Commercial Purposes’ is Not a Consumer –

The term ‘for resale’ implies that the goods are brought for the purpose of selling them, and the expression ‘for commercial purpose’ is intended to cover cases other than those of resale of goods. When goods are bought to resell or commercially exploit them, such buyer or user is not a consumer under the Act.

Person Buying Goods For Self Employment is a Consumer –

When goods are bought for commercial purposes and such purchase satisfy the following criteria-

- The goods are used by the buyer himself;
- Exclusively for the purpose of earning his livelihood;
- By means of self-employment, then such use would not be termed as use for commercial purposes under the Act, and the user is recognised as a consumer.

Note: That this is an exception to the rule that a buyer of commercial goods is not a consumer under the Act.

The intention of the legislature is to exclude big business houses carrying on business with profit motive from the purview of the Act. At the same time it is pertinent to save the interests of small consumers who buy goods for self employment to earn their livelihood, like a rickshaw puller buying rickshaw for self employment, or a farmer purchasing fertilizer for his crops, or a taxi driver buying a car to run it as a taxi, etc.



Consumer of services–

"service" means service of any description which is made available to potential users and includes, but 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.

Beneficiary of services is also a consumer –

When a person hires services, he may hire it for himself or for any other person. In such cases the beneficiary (or user) of these services is also a consumer.

Reliefs Available to Consumers:²⁶

Following reliefs are available to the Consumers under the Act:

- Removal of defects from the goods;
- Replacement of the goods;
- Refund of the price paid;
- Award of compensation for the loss or injury suffered;
- Discontinue and not to repeat unfair trade practice or restrictive trade practice;
- Not to offer hazardous goods for sale;
- To withdraw hazardous goods from sale;
- To cease manufacture of hazardous goods and desist from offering services which are hazardous in nature;
- If the loss or injury has been suffered by a large number of consumers who are not identifiable conveniently, to pay such sum (not less than 5% of the value of such defective goods or services provided) which shall be determined by Forum;
- To issue corrective advertisement to neutralize the effect of misleading advertisement;
- To provide adequate costs to parties.

Establishment of Consumer Disputes Redressal Agencies Under The Consumer Protection Act, 1986-

The Consumer Protection Act, 1986 is a comprehensive legislation with its main thrust to providing simple, speedy and inexpensive redressal of consumer grievances. The Act provides three-tier quasi-judicial machinery at the national, state and district level for redressing consumer grievances. Further, the Act recognizes the role of consumer organizations in assisting the consumer in seeking justice through this nationwide network of consumer disputes redressal agencies envisaged under the Act.²⁷ These quasi-judicial bodies have to observe the principles of natural justice and have been empowered to give relief of a specific nature and to award appropriate compensation to consumers. Penalties for non-compliance of orders given by the quasi-judicial bodies have also been provided.²⁸

The State government is empowered under section 9(a) of the Act, to establish a Consumer Disputes Redressal Forum at each district level. There can be more than one District Forum in a district. The office of the District Forum shall be located at the headquarters of the district. The working days and office hours of the District Forum in a state shall be the same as that of the State Government.

The State government is empowered to establish a Consumer Disputes Redressal Commission at the State level, known as the 'State Commission.' The office of the State Commission shall be located at the capital of the State.

²⁶Section 14 of Consumer Protection Act, 1986

²⁷ Supra note 2, at p. 12

²⁸ Singh, Avtar, Law of Consumer Protection, (2005) Eastern Book Publication



National Commission is the highest Consumer Forum envisaged by the Act. Under section 9(c) of the Act, the Central Government is empowered to establish a National Consumer Dispute Redressal Commission by notification to be published in official gazette. The Consumer Protection Rules 1987, framed by the Central Government provide that the office of the National Commission shall be in the Union Territory of Delhi. The working days and office hours of the National Commission shall be the same as that of the Central government.²⁹The rules also lay down the number of working days, office hours of the National Commission, seal and emblem, sittings of the National Commission, additional powers of the Commission and terms and conditions of service of the President and members of the National Commission.³⁰

Composition of the District Forum Under The Consumer Protection Act,1986-

Under section 10 of The Consumer Protection Act,1986, every District Forum consists of a President and two other members. The President should be qualified to be or who is or has been a District Judge. The two other members should be the person of ability, integrity and standing ,and have adequate knowledge and experience of at least ten years of dealing with the problems relating to economics ,law, commerce, accountancy, industry, public affairs or administration. One of the members shall be a woman³¹. Members should be at least 35 years of age, possessing a bachelor's degree³². They must have adequate knowledge or experience and capacity in dealing with problems relating to economics, law, commerce, accountancy, industry, public affairs or administration.³³

Jurisdiction of the District Forum³⁴

Jurisdiction is a term of comprehensive import embracing every kind of judicial action. It defines the powers of courts to inquire into facts, apply the law, make decisions and declare judgment. Jurisdiction means the extent of the authority to administer justice not only with reference to the subject matter of suit but also to the territorial and pecuniary limits. It is a fundamental rule that a judgment of court without jurisdiction is a nullity.

Under section 11 of The Consumer Protection Act,1986 pecuniary jurisdiction District Forum shall have jurisdiction to entertain complaints where the value of the goods or services and the compensation, if any, claimed does not exceed rupees 20 lakhs³⁵.

Section 11(2) of the Act deals with the territorial jurisdiction of the District Forum. It provides that a complaint can be instituted in a District Forum within the local limits of whose jurisdiction –

- (a) the opposite party or each of the opposite parties, where there are more than one, at the time of the institution of the complaint, actually and voluntarily resides or carries on business or has a branch office or personally works for gain, or
- (b) Any of the opposite parties, where there are more than one, at the time of the institution of the complaint, actually and voluntarily resides, or carries on business or has a branch office, or personally works for gain, provided that in such case either the permission of the District Forum is given, or the opposite parties who do not reside, or carry on business or have a branch office, or personally work for gain, as the case may be, acquiesce in such institution; or
- (c) The cause of action, wholly or in part, arises.

²⁹ See Rule 6

³⁰ See Rule 5 to 15A of the Consumer Protection Rules, 1987

³¹ Section(10)(b)of consumer protection Act, 1986

³² Section(10)(b)(II)of consumer protection Act, 1986

³³ Section(10)(b)(III)of consumer protection Act, 1986

³⁴ Section(11)of consumer protection Act, 1986

³⁵ Section(11) (1)of consumer protection Act, 1986



Manner in which complaint shall be made-

Under section 12 of The Consumer Protection Act, 1986, the District Consumer Forum has no '*suo mottu*' jurisdiction to entertain any complaint. The Forum can take cognizance of a dispute only upon filing of a complaining by the aggrieved party or other competent persons. Section 12 of the Act deals primarily with the '*locus standi*' of a person whether natural or artificial to file a complaint with the District Forum. '*Locus standi*' means a place of standing, standing in a court. It denotes a right of appearance in a court of justice or before a legislative body on a given question.³⁶

Procedure on Admission of Complaint³⁷

Procedure deals on receipt of complaint divided in two folds first depending on the nature of the complaint where a complaint does not require analysis or testing of goods, it should be decided within a period of 90 days and within 150 days if it requires analysis or testing of the goods.

If the complaint relates to any goods, on receipt of the complaint, District Forum should refer a copy of the complaint to the opposite party, directing him to give his version of the case within a period of 30 days or extended period not exceeding 15 days. Where the opposite party on receipt of such notice denies or disputes the allegation contained in the complaint or fails to take action, District Forum shall proceed to settle the consumer disputes as under:

Finding of the District Forum

Section 14 of the Act deals with the remedies available to the consumers. If the District Forum is satisfied that there is a defect in the goods or deficiency in service, it may issue an order to the opposite party directing him to do one or more of the following things namely. The Forum may direct the opposite party to remove the defects alleged or the goods are likely to give satisfactory performance after such removal of defects, Forum may direct the opposite party to replace the goods. Where it is proved that the goods are of sub-standard quality and defective and are liable to be returned to the seller or supplier, Forum may direct the guilty party to return the price paid by the complainant consumer.

Provision for Appeal

Appeal under section 15 of The Consumer Protection Act, 1986 can be made only by a person aggrieved. 'Person aggrieved' does not mean a person who is disappointed or annoyed at a decision. It does not include a mere busy body that is interfering in things which do not concern him. The term 'aggrieved' connotes some legal grievance. Appeal is the right of entering a superior court invoking its aid and interposition to redress the error of the court below.

Orders passed by the District Forum are not final. Person aggrieved by an order made by the District Forum may prefer and appeal against such order to the State Commission within a period of 30 days from the date of the orders. It is specifically provided that no appeal by a person who is required to pay any amount in terms of an order of the District Forum shall be entertained by the State Commission unless the appellant deposits 50% of the amount or Rs. 25,000/- whichever is less.

Composition of the State Commission Under The Consumer Protection Act, 1986

State Commission is the second in the hierarchy of the three tier quasi-judicial system. As provided under Section 16 of The Consumer Protection Act, 1986 each State Commission consists of one President and two other members. The President should be a person who is or has been a judge of a High Court. Provided that no appointment under this clause shall be made except after consultation with the Chief Justice of the High Court. The two members of the Commission must be persons of ability, integrity and standing. They must possess adequate knowledge or experience or show capacity and dealing with problem related to economics, law, commerce, accountancy, industry, public affairs or administration.

³⁶ Black's Law Dictionary, 6th ed. (1991), p. 941.

³⁷ Section 13 of Consumer Protection Act, 1986



One of the members should be woman. The 2002 amendment has introduced certain qualifications and also disqualifications of members of State Commission which are similar to the changes made with regard to the District Forum.

Jurisdiction of the State Commission

Under section 17 of The Consumer Protection Act, 1986 State Commission have all the three kinds of original jurisdiction viz. pecuniary, territorial and subject matter. State Commission has the jurisdiction to entertain complaints where the value of the goods or services and compensation, if any, claimed exceed rupees 20 lakhs but does not exceed rupees one crore.

Composition of The National Commission Under The Consumer Protection Act, 1986³⁸

National Commission is the supreme body at the centre to settle the consumer dispute under section 20 of the Act. The Commission is to consist of a President and four members. The President should be a person who is or has been a judge of the Supreme Court or can be a sitting Judge or a retired judge of the Supreme Court. No appointment of the President shall be made except after consultation with the Chief Justice of India. For other members, who shall be persons of ability, integrity and standing and have adequate knowledge or experience of at least ten years in dealing with problems relating to economics, law, commerce, accountancy, industry, public affairs or administration.

A. Jurisdiction of the National Commission³⁹

Section 21 of The Consumer Protection Act, 1986 deals with the jurisdiction of the National Commission. Jurisdiction of the National Commission may be classified into three categories namely original jurisdiction, appellate and revisional jurisdiction. It is the aggregate value of the goods and compensation or the aggregate value of the service as well as that of service that determines the pecuniary jurisdiction. When a complaint before the Commission under the Act, claims two reliefs in the alternative, Commission has to consider for the purpose of jurisdiction, the value of the relief which is higher.

Power and Procedure of the National Commission:

National Commission shall have the same powers, as are vested in a civil court for the purpose of proceedings. Proceeding before the National Commission shall be judicial proceedings within the meaning of sections 193 and 228 of the Indian Penal Code 1860 and it shall be deemed to be a civil court for the purpose of section 195, and chapter XXVI of the Code of Criminal Procedure, 1973.

A complaint containing the particulars shall be presented by the complainant in person or by his agent to the National Commission or be sent by registered post, addressed to the National Commission. The National Commission shall in disposal of any complaint before it follow the procedure laid down in section 13 of the Act.

If National Commission is satisfied with the allegations contained in the complaint, it shall issue orders to the opposite party or parties as the case may be, directing him or them to take one or more of the things as mentioned in sub-section (1) of section 14.

Provision of Appeal:

Under section 23 of The Consumer Protection Act, 1986 any person aggrieved by an order made by the National Commission in exercise of its original jurisdiction may prefer and appeal within 30 days against such order to the Supreme Court. Period of 30 days runs not from the date of the order but from the date of the Knowledge of order. It is a fundamental principle of justice that a party whose rights are affected by an order must have notice of it.

³⁸ Section 20 of Consumer Protection Act 1986

³⁹ Section 20 of Consumer Protection Act 1986



Finality and Enforcement of Orders of the District Forum, State Commission or the National Commission:

Section 24 of The Consumer Protection Act, 1986 provides that where an appeal has been preferred against the orders of a District Forum, the State Commission or the National Commission, such an order shall be final. If any appeal is to be preferred, it can be done so only under the provisions of the Act. The rationale behind this provision appears to be that the aggrieved party should not be allowed to invoke any civil proceedings, to appeal against the order of a consumer court.

Every order made by the District Forum, the State Commission or the National Commission may be enforced in the same manner as if it was a decree⁴⁰ or order⁴¹ made by a court in a suit pending therein. It empowers the consumer forum to attach the property or a person, failing to comply with an interim order passed against him. With regard to the enforcement of final orders of these forums, now they are empowered to issue a certificate to concerned District Collector for recovery of the arrears as land revenue.

Dismissal of frivolous or vexatious complaints

Under section 26 of The Consumer Protection Act, 1986 consumer courts not only have powers to dismiss the frivolous complaints but also to impose penalty on the party misusing the provisions of the Act. Black's Law Dictionary defines 'frivolous' as a pleading is 'frivolous' when it is clearly insufficient on its face, and does not controvert the material points of the opposite pleading and is presumably interposed for mere purposes of delay or to embarrass the opponent. A claim or defense is frivolous if a proponent can present no rational argument based upon the evidence or law in support of that claim or defense and vexatious means without reasonable or probable cause or excuse.

Section 27 of The Consumer Protection Act, 1986 deals with the penalties that can be imposed by the consumer forum, where a trader or an opposite party or the complainant fails or omits to comply with an order passed by any of these consumer courts. Court punishes him with the following punishments.

- Imprisonment for a term which shall not be less than one month but which may extend to three years; or
- With fine, which shall not be less than Rs.2000 but which, may extend to Rs. 10,000 or both.

CONCLUSION

It is observed that Consumer Protection Act, 1986 has fulfilled its objective to a considerable extent. In a country like India where there is a lot of pendency before the courts, the consumer dispute redressal agencies provide cheap and speedy remedy. It is a basic feature that parties are not supposed to engage with lawyers under exceptional circumstances if the parties are of the view, they can appear through representatives. Moreover, no technicalities are required under Consumer Protection Act, 1986 that is the Civil Procedure Code and the Evidence Act. Any consumer who is considered as king can approach against standardization, grading, packing, branding, quality, quantity, purity, potentiality, etc. Thus, the consumer disputes redressal agencies play a vital role to deal with the problems of consumers.

Consumer protection movement has a bright future in India. A part from Governmental seriousness in the matter, consumer activism, organizations, civil society and other voluntary associations needs to play their part in the furtherance of consumer movement. In the current scenario media can play a vital role in infusing the consumer behavior and can easily generate opinions or enhance awareness about the possible unfair practices in the market. Above all, the consumers have to be aware of their rights and should assert themselves in the market place. In a developing country like India where problems of illiteracy,

⁴⁰ The Code of Civil Procedure, 1908, sec. 2(2) defines decree.

⁴¹ The term order' has been defined in section 2(14) of the Code of Civil Procedure.



ignorance and poverty are existing, providing of consumer literacy and creation of consumer legal awareness and movement is more important than of providing legal redressal so that the consumer of the country are made conscious of their rights and duties.

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