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Government of India

# Consumer Connect

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Quarterly e-newsletter of STATE CONSUMER HELPLINE KNOWLEDGE RESOURCE MANAGEMENT PORTAL (SCHKRMP)



April - June, 2013

Issue No-2

Volume No-2

## STATE CONSUMER HELPLINES

**GUJARAT**  
1800-233-0222,  
079-27489945 / 46

**MADHYA PRADESH**  
155343,  
0755-2559778

**ORISSA**  
1800-345-6724,  
1800-345-6760,  
0674-2351990,  
0674-2350209

**TAMIL NADU**  
044-28592828

**BIHAR**  
1800 -345- 6188

**RAJASTHAN**  
1800 -180- 6030

**MAHARASHTRA**  
1800 -22- 22 62

**CHHATTISGARH**  
1800 -233 -3663

**MIZORAM**  
1800 -231 -1792

**HARYANA**  
1800 -180 -2087

### EDITOR-IN-CHIEF

PROF. SURESH MISRA  
(PROJECT DIRECTOR)

### EDITOR

SHRI S. K. VIRMANI  
(PROJECT MANAGER)

**Role of State Consumer Helpline in Consumer Empowerment** Mr. S.K. Virmani, Project Manager, SCHKRMP took a session on “Consumer Empowerment and State Consumer Helplines on 24th May 2013 during **80th Orientation Training Programme** for the Presidents and Members of District Consumer Forums organized at IIPA, New Delhi during May 20-24, 2013. 28 Participants from Haryana, Punjab, Rajasthan and Gujarat attended the programme.



Centre for Consumer Studies, IIPA organized **16th Training of Trainers Programme for the Faculty of Training Institutions on Consumer Protection and Consumer Welfare** from June 10-14, 2013. Participants numbering 28 from various training institutes from Tamilnadu, West Bengal, Uttar Pradesh, Gujarat, Andhra Pradesh, Odissa, Himachal Pradesh, Kerala,, Chattisgarh visited the State Consumer Helpline Knowledge Resource Management Portal (SCHKRMP) on 12th June 2013. The participants were briefed about functioning of State Consumer Helplines and role of the Portal in knowledge support on consumer issues.

**“Telecom Services and Consumer”**: Mr. S.K. Virmani, Project manager, SCHKRMP took a session on “Telecom Services and Consumer” on 13th June 2013 during **16th Training of Trainers Programme for the Faculty members of Training Institutions on Consumer Protection and Consumer Welfare** held at IIPA, New Delhi during June 10-14, 2013. He shared knowledge with the participants about frequent occurring problems in Telecom Services and the Service Benchmarks as laid down by Telecom Regulatory Authority of India. The participants were also explained of grievance handling mechanism in telecom companies as per TRAI regulations.



Mr. S.K. Virmani, Project Manager SCHKRMP participated in a stakeholder consultation workshop on **Unfair Commercial Practices and Misleading Advertisements in India** organized by GIZ held at India Habitat Centre 1st and 2nd April 2013. The workshop covered topic like experiences of misleading advertisements, Unfair Commercial Practices in India vis-à-vis the role of the Advertising Standard Council of India (ASCI) and overview of enforcement mechanism.

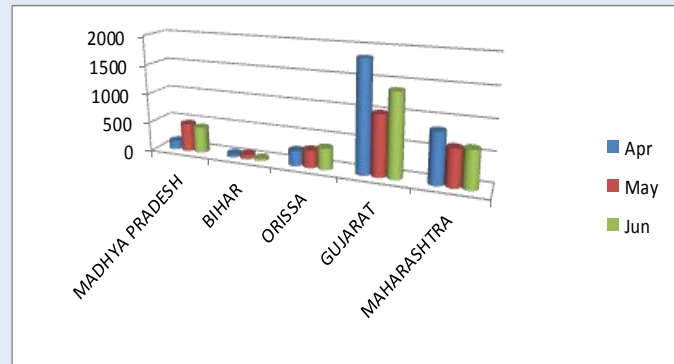
Room No-7 Indian Institute of Public Administration, I.P. Estate, Ring Road, New Delhi- 110002

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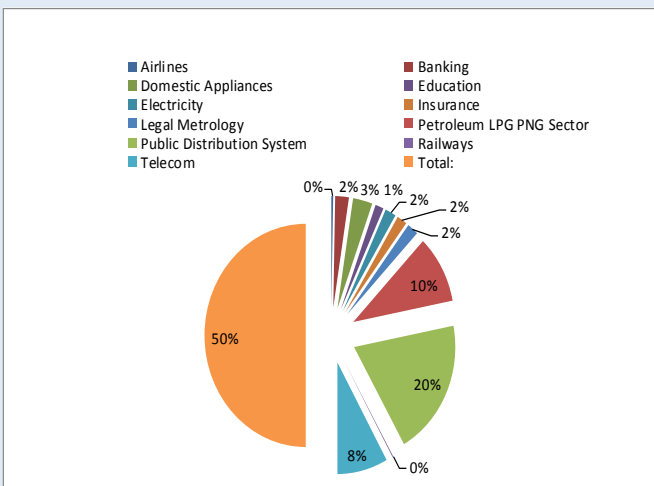
## Consumer Calls received by States

### 1. State-Wise:

	Apr	May	Jun	Total
MADHYA PRADESH	150	480	441	1071
BIHAR	56	77	42	175
ORISSA	255	296	358	909
GUJARAT	1848	1012	1390	4250
MAHARASHTRA	844	618	630	2092
<b>Total:</b>	<b>3153</b>	<b>2483</b>	<b>2861</b>	<b>8497</b>



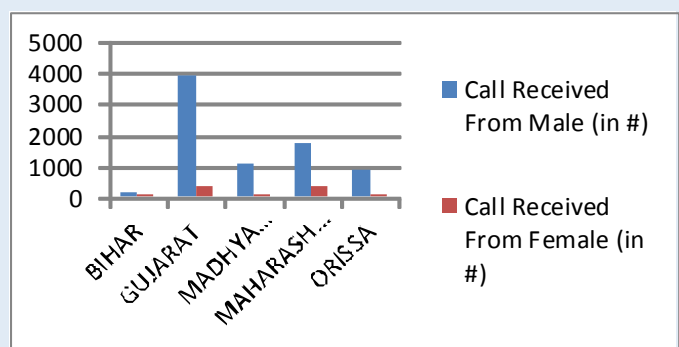
### 2. Sector-Wise:



SECTOR	April	May	June	Total
Airlines	11	7	8	26
Banking	80	69	57	206
Domestic Appliances	114	89	110	313
Education	49	37	101	187
Electricity	64	44	63	171
Insurance	59	46	39	144
Legal Metrology	66	38	41	145
Petroleum LPG PNG Sector	361	155	221	737
Public Distribution System	728	409	659	1796
Railways	5	5	8	18
Telecom	296	193	267	756

### 3. Gender-Wise:

State Name	Male	Female	Total
BIHAR	172	3	175
GUJARAT	3910	339	4250
MADHYA PRADESH	1048	23	1071
MAHARASHTRA	1720	372	2092
ORISSA	855	54	909



### Consumer Alert:

- Don't trust the agent blindly: Fill your insurance form yourself: don't let the agent do it for you. Keep a copy of the form and compare it with the policy document in case of a discrepancy or inaccuracy, notify the insurer.
- Don't hide your medical history: Disclose all relevant facts regarding the medical history of your family. Be honest if you use tobacco or alcohol.
- Don't avoid tests: If you undergo medical tests demanded by the insurer, it reduces the chances of a claim being rejected on the ground of pre-existing illness.

## Railways– Cancellation and Refund Procedure

Indian Railways has one of the largest rail networks in the world. It transports 20 million passengers and more than 2 million tonnes of freight daily and is one of the world's largest commercial employers.

Indian railway is the biggest Government Institution of India which provides more than 17 lakh people employment. Indian Railways is the biggest railway system of Asia & the second biggest railway system of the world.

One of the problem being faced by the passengers is lack of information pertaining to cancellation of tickets and the procedure for their refund. Indian Railways have revised their Refund Rules which shall come into force w.e.f. 01-07-2013. The amendments made in the Refund Rules are aimed at simplification efficiency in processing and reduction of bogus refund claims.

1	<b>Unreserved Ticket</b>	
	<b>Current Tickets:</b> Ticket is presented for cancellation within 3 hrs of issue of ticket	Refund with deduction of clearkage
	<b>Advance Tickets:</b> The ticket is presented upto 2400 hours of the day preceding the day of journey	
2	<b>Unused Reserved Tickets</b>	
i)	Minimum cancellation charges per passenger (If the ticket is presented for cancellation more than 48 hrs. in advance of the scheduled departure of the train):	
	Air-conditioned first class/executive class	120/-
	Air-conditioned-II tier/first class	100/-
	Air-conditioned III-tier/ 3 economy/air-conditioned Chair car	90/-
	Sleeper class	60/-
	Second class.	30/-
ii)	If the ticket is presented between 48 hrs and upto 6 hrs before the scheduled departure of the train	25% of the fare subject to minimum of the cancellation charges as in (i)
iii)	If the ticket is presented for cancellation within 6 hrs before the scheduled departure of the train and upto 2 hours after departure of train	50% of the fare subject to a minimum of the cancellation charge as in (i).
iv)	If the ticket is surrendered for cancellation after 2 hrs of actual departure of train	NIL
v)	Ticket (partially waitlisted and partially confirmed) Provided the entire ticket is surrendered for cancellation within 6 hrs before the scheduled departure and upto 2 hrs after actual departure	Full refund of fare less clerklage charges
3	<b>Unused Waitlisted/RAC</b>	
i)	i) If the ticket is presented for cancellation upto 3 hrs after the actual departure of the train	Refund of fare less clerklage charges
ii)	ii) If the waitlisted/RAC ticket is surrendered after 3 hrs of the actual departure of the train	NIL

**Note:** In case no current counters are available at journey originating station for night trains leaving actually between 21.00 Hrs to 0600 Hrs, refund shall be admissible at the station within first 2 hours after opening of reservation office. The actual departure of train in remote and hill areas shall be between 19.00 Hrs to 06.00 Hrs instead of 21.00 Hrs to 06.00 Hrs.

### **Cancellation of e- tickets.-**

- The e- ticket may be booked and cancelled through internet and the refund of fare shall be credited to the customer's account after deducting the charges applicable.
- In case of a confirmed e-ticket, refund of fare shall be granted in accordance with rule for unused tickets on which reservation has been made. In case of RAC e-ticket, refund of fare shall be granted in accordance with rule for unused waitlisted and RAC tickets.
- In case of the waitlisted e-ticket on which status of all the passengers is on waiting list even after preparation of reservation charts, names of all such passengers booked on that Passenger Name Record (PNR) shall be dropped from the reservation chart and refund of fare shall be credited to the customer.s account after deducting the clerklage.
- In case on a party e-ticket or a family e-ticket issued for travel of more than one person, some persons have confirmed reservation and others are on the list of RAC and waiting list, then in case of passengers on RAC or waitlisted not travelling, a certificate has to be obtained from the ticket checking staff to that effect and refund of fare shall be processed online through TDR, indicating the details of the certificate issued by ticket checking staff.

- The online TDR shall be filed upto seventy two hours of actual arrival of the train at passenger's destination and the original certificate issued by the ticket checking staff is to be sent through post to Indian Railway Catering and Tourism Corporation (IRCTC). The fare shall be refunded by Indian Railway Catering and Tourism Corporation (IRCTC) to the customer's account after due verification.
- In case of e-tickets (confirmed or RAC), if the reservation charts have been prepared, online TDR is required to be filed for obtaining refund. No refund of fare shall be admissible on e- ticket having confirmed reservation in case the request for refund is filed online after two hours of the actual departure of the train.
- No refund of fare shall be admissible on RAC e-tickets in case the request for refund is filed online after three hours of the actual departure of the train.

**Refund on Tatkal tickets:**

- No refund of fare shall be admissible on confirmed Tatkal ticket.
- In case of Tatkal ticket on waitlist, refund of fare shall be granted in accordance with rule for unused waitlisted or RAC tickets.
- In case on a party Tatkal ticket or a family Tatkal ticket issued for travel for more than one person, some persons have confirmed reservation and others are on waiting list, full refund of fare, less clerkage, shall be admissible for confirmed passengers also provided that the entire Tatkal ticket is surrendered for cancellation within six hours before the scheduled departure of the train or upto two hours of the actual departure of the train.

**Postponement or preponement of journey on a reserved, RAC or waitlisted ticket.** The postponement or preponement of journey on confirmed or RAC or waitlisted ticket shall be allowed in the same class and for the same destination instead of any longer distance or any higher class by the same train or by any other train for any subsequent days, subject to condition that the ticket is surrendered during the working hours of reservation office and at least forty eight hours instead of existing 24 ours before the scheduled departure of the train in which originally booked.

**Non-commencement or missing of journey due to late running of trains. -**

- No cancellation charge or clerkage shall be levied and full fare shall be refunded to all passengers holding reserved, RAC and waitlisted tickets, if the journey is not undertaken due to late running of the train by more than three hours of the scheduled departure of the train from the station commencing the journey subject to condition that the ticket is surrendered **upto the actual departure of the train instead of existing 3/6/12 hours for distance 200 kms/200-500 kms/500 Kms and above after the actual departure of the train**
- In case of e-tickets, the TDR is filed online before the actual departure of the train for availing full refund.
- In case the ticket is cancelled or surrendered or if the request for refund of fare is filed online after the actual departure of the train, no refund of fare shall be admissible.

**Once, the party accepts payment as full and final satisfaction without any protest, that party cannot put forward again claim before the District Forum.**

**National Consumer Disputes Redressal Commission in its order in a Revision Petition No. 2049 of 2008** (from the order dated 4.12.2007 in Appeal No. 2956 of 2002 & Appeal No. 3008 of 2002 of Haryana State Consumer Disputes Redressal Commission, Panchkula) of **Shri M.L.Kathuria vs. The Oriental Insurance Co. Ltd.** pronounced on 10th May 2013 upheld the decision of Haryana State Consumer Disputes Redressal Commission which earlier had set aside the order of District Consumer Forum.

The complainant before District Consumer Forum had purchased a Maruti Zen (VX) for a sum of Rs. 3,84,293/- with the help of loan taken from State Bank of Patiala. During the period of insurance cover, the car was stolen and FIR was lodged. Based on the untraced report of Police, complainant submitted all the required documents to the Insurer and Insurer based on IEV value of the vehicle, settled the claim at Rs. 3,10,000/-

Complainant alleging deficiency on the part of the Insurer, filed complaint before the District Forum. OP/respondent contested complaint and submitted that, as complainant had accepted Rs.3,10,000/- as full and final settlement of his claim and executed receipt, claim disbursement, journal voucher and discharge receipt in favour of OP, complaint is not maintainable. It was further submitted that value of the stolen car was assessed by surveyor and as per surveyor's report, payment was made; hence, prayed for dismissal of complaint. Learned District Forum after hearing both the parties earlier allowed complaint and directed OP/respondent to pay a sum of Rs.55,000/- after deducting 5% on account of depreciation along with 9% p.a. interest. State Commission allowed the Appeal filed by the Insurer and set aside the order of District Consumer Forum to pay Rs. 55,000/- to the complainant. The complainant submitted that State Commission has committed error in allowing appeal and dismissing complaint, as payment was accepted under compulsion; hence, revision petition be allowed and impugned order be set aside. On the other hand, the Insurer submitted that, as payment was accepted by complainant in full and final satisfaction, learned State Commission has not committed any error in allowing appeal; hence, revision petition be dismissed.



National Commission on perusal of records found that the complainant had accepted the payment without any protest. There is no iota of evidence on record to substantiate the contention of learned Counsel for petitioner that payment was accepted under compulsion/protest. Once, the party accepts payment as full and final satisfaction without any protest, that party cannot put forward again claim before the District Forum and learned State Commission has rightly allowed appeal and dismissed complaint by observing as under:

“As regards the settlement made, the position of law in this regard is well settled in case **United India Insurance Co. Ltd. versus Srinivas Trading Co., 2003 (1) CLT 125 (NC)**, wherein the facts were that the complainant had given discharge voucher in full and final settlement and the payment was received on 1.9.1991 without protest or demur. On 14.9.1991, the complainant had written letter to the insurance company intimating that it was forced to give voucher in full and final settlement of the claim. Rejecting the stand of the complainant it was observed that the protest lodged by the complainant was not simultaneous because after the execution of the full and final settlement, neither it followed such execution immediately nor was any reason like undue influence, coercion of fraud being exercised by the petitioner was pleaded. It was held that no case was made out under the Act to go behind such full and final settlement and the order of the State Commission was modified.

In case **Bhagwati Prasad Pawan Kumar versus Union of India (2006-3) PLR 76(SC)**. The offer was made by the Railways to the appellant that if was not acceptable, cheque should be returned forth-with failing which it would be deemed that the appellant accepted the offer in full and final settlement of the claim. The appellant accepted the two cheques sent by the Railways and encashed. It was concluded that it amounted the acceptance of the amount in full and final settlement of the claim. It was also laid down that the protest and non-acceptance must be conveyed before the cheques were encashed and if the cheques were encashed without protest, then it must be held that the offer stood unequivocally accepted and offeree cannot be permitted to change his mind after unequivocal acceptance of the offer. In **National Insurance Co. Ltd. versus Nipha Exports Pvt. Ltd., 2007 (1) CPR 80 (SC)**, the facts were that five transit insurance were obtained for consignment to Sudan in 1990. On arrival, the consignments were found damaged on account of rust. The investigations were taken up as to at which stage the damage to the consignment could have occurred. A dispute was also raised between the parties as to who would be entitled to receive the claim amount as the shipment was on CIF basis. The matter was resolved and legalized documents were furnished to the appellant on 21.5.1993. The claim was finally settled on 8.4.1994 and the amount of Rs.70,38,038/- was paid to the respondent on 8.6.1994 who received the amount and gave the clean discharge. Thereafter, he raised the consumer dispute. It was held that claim was finally settled and payment was made and there was no delay in making the payment which would warrant an award of interest on delayed payment and for that reason order dated 8.9.2004 of the Hon'ble Commission was set aside. In case **Regional Manager, National Insurance Co. Ltd. and another versus Bashir Ahmed Rangrej and others, 2000 CCJ 773 (J&K)**, it was observed that as the complaint filed after receiving the payment in respect of the loss of the property and executing the discharge voucher as per settlement, the complaint was not maintainable.

**Not opening a study centre despite mentioning in the prospectus and lack of faculty is deficiency in service:** National Consumer Disputes Redressal Commission in **REVISION PETITION NO.281 of 2007** (From the Order dated 22.11.2006 in Appeal No. 939 of 2006 of the State Consumer Disputes Redressal Commission, Delhi) **Brilliant Classes vs. B.M.Gupta** held the decision of the Fora below to refund the fee collected by it from the Respondent with a compensation of Rs. 2,500/- . Brilliant Classes assured the respondent that it would start the study centre at Dwarka but did not do. The complainant allegation w.r.t non-availability of Mathematics Teacher was also upheld. NCDRC stated that “petitioner had failed to start the study centre at Dwarka and also to provide mathematics teacher, Petitioner had committed deficiency in service.

**The persons suffering physical and mental injury due to the misleading advertisements, unfair trade practice and negligence of the practising medical professionals are entitled for compensation for the injury suffered by them**

In **Civil Appeal No. 8660 of 2009 Bhanwar Kanwar vs. R.K.Gupta** before Supreme Court against an order of National Consumer Disputes Redressal Commission, Supreme Court set aside the part of the order passed by the National Commission and enhanced the amount of compensation at Rs. 15 lakhs for payment in favour of the appellant with a direction to the respondents to pay the amount to the appellant within three months.

The National Commission has earlier held that the respondent was guilty of unfair trade practice and adopted unfair method and deceptive practice by making false statement orally as well as in writing and directed respondent to pay an amount of Rs. 5.00 Lakhs out of which Rs. 2.50 Lakhs to be paid to appellant and balance Rs. 2.50 lakhs to be deposited in the account of Consumer Legal Aid of the National Commission. Supreme Court in its judgement enhance the compensation to be paid to the Appellant as Rs. 15.00 Lakhs and further found no reason given by National Commission for deducting 50% of the compensation

**AIRLINES  
CUSTOMER  
CARES  
NUMBERS**

**AIR INDIA**  
1860-180-1407

**SPICEJET**  
1800-180-3333

**JET AIRWAYS**  
1800-22-5522

**GO AIR**  
1800-222-111

**JET KONNECT**  
1800-22-3020

**INDIGO**  
0124-6613838  
09910383838

amount and to deposit the same with the Consumer Legal Aid Account of the Commission.

The Ayurvedic Doctor had prescribed allopathic medicines and relied on a letter dtd. 24<sup>th</sup> February 2003 of Medical Education Department, Govt. of UP to suggest that the Ayurvedic/Unani Practitioners practicing Ayurvedic System are also authorised to use allopathic medicines under U.P. Indian Medical Council Act, 1939. However, the period of treatment was prior to the issue of said order of Medical Education Department. National Commission held that he was entitled to prescribe allopathic medicines in the light of the said order. Supreme Court ruled that letter dated 24th February, 2003 is of no avail to the respondents as the same was not in existence during the period of treatment.

### **The Electricity Consumer needs to be compensated for the 6 long years during which period he was wrongly deprived of the electricity connection.**

In **FIRST APPEAL NO. 55 OF 2008 before National Consumer Disputes Redressal Commission** against the order dated 06.11.2007 in Complaint Case No. C-88/2000 of the Delhi State Consumer Disputes Redressal Commission between **Mr. Purshottam Behl vs. BSES Rajdhani Power Ltd**, wherein the consumer was issued a demand note for Rs. Rs.2,42,998.75 ps for connecting excess load of 9.312 KW as against 2 KW sanctioned load, State Consumer Disputes Redressal Commission based on evidences observed as :

- “6. So far as the allegations of direct theft of electricity is concerned it has no basis particularly in view of the aforesaid clause 7 of the agreement between the parties that till service lines/L.V. Mains are installed by DVB complainant shall maintain his own line and that DVB will not be responsible for any loss/damage to man/material from the line maintained by the complainant.*
- 7. As regards the allegation of having used higher load than the sanctioned load the OP has neither filed any reply nor any material to show and prove the said allegation. Even otherwise connection was granted on 29-07-1997 and it was disconnected on 18-04-1998 on the basis of the show cause notice dated 18-04-1998. In between no inspection of the premises was ever done by the OP. Furthermore, the subsequent policy of the OP advertised in the National newspapers in the second quarter of the year 1997 i.e. much prior to the show cause notice and the disconnection of the electricity that all those houses or plots in authorized or unauthorized colonies can obtain electric connection by paying charges @ Rs.75/- per sq. yd. and the complainant had made the payment and the connection was granted.*
- 8. The cumulative effect of the agreement between the parties as well as subsequent advertisement and lack of evidence on the part of the OP to prove the allegation of having used more load than the sanctioned load, particularly when the OP did not lay down the main line and service lines/L.V. mains and allowed all the consumers to maintain their own line at their own risk, the demand was wholly unjustified and illegal.”*

The State Commission, therefore, quashed the demand of Rs.2,42,998.75 ps. raised by the Respondent against the Appellant-Complainant on account of electricity consumption. However, no other relief as prayed for was granted.

The complainant before National Commission stated that even though the State Commission had concluded that there was deficiency in service on the part of Respondent and thus quashing the wrong demand of Rs.2,42,998.75 ps. made by Respondent, it erred in not awarding any compensation since the Appellant had been left without any electricity following its disconnection in 1998. When queried by us regarding the present status of electricity, Counsel for the Appellant stated that in 2004 Appellant had taken another similar connection in the name of his son and, therefore, from that year onwards he did have electricity supply in his premises but prior to that there was no electricity connection from 1998. Therefore, he had been deprived of the same for about 6 long years from 1998 to 2004, for which the compensation has been requested.

National Commission agreed with the order of the State Commission and stated that *“the Respondent had wrongly disconnected Appellant’s power supply and, therefore, the sum of Rs.2,42,998.75 ps. demanded by it was not justified. Respondent had accepted this order and had refunded the amount. While we agree with the contention of Counsel for the Respondent that as per the policy two commercial electricity connections cannot be sanctioned in the same premises, the Appellant needs to be compensated for the 6 long years during which period he was wrongly deprived of the electricity connection. After taking into account the facts and circumstances of this case, we are of the view that a compensation of Rs.2 Lakhs is justified and reasonable. We, therefore, partly allow this appeal and in the partial modification of the order of State Commission direct the Respondent to also pay the Appellant a sum of Rs.2 lakhs as compensation within a period of 8 weeks, failing which it will carry interest @ 9% per annum for the period of default.”*

### **CIC directed TRAI to evolve clear and categorical guidelines on auto renewal of VAS in next three months.**

Telecom Subscribers have been facing problems with activation of value added services (VAS) without seeking explicit consent of the subscribers. Activation of value added services without seeking explicit consent of the subscribers. Activation of any value added service (VAS) without seeking explicit consent is against the subscribers and is prohibited by TRAI regulations.

To add to the problems of subscribers, the companies are putting these value added services on “Auto-Renewal Mode”. The subscribers are compelled to get them de-activated in case the subscribers are not interested in such VAS. This is against the principle of ethical business practices and TRAI is not showing its inclination to step in to put a stop on such unethical business practices.

Mr. S.K. Virmani had taken up the issue with TRAI under RTI Act 2005. Not getting proper information from TRAI, Chief Information Commission was approached as laid down in RTI Act 2005. Chief Information Commission (CIC) heard the matter on 17/07/2013 and delivered its judgement in the hearing of **Mr. S.K. Virmani vs. TRAI** and directed **TRAI to evolve clear and categorical guidelines keeping in view ethical business practices in next three months time**. Earlier TRAI informed CIC that **“There are no regulatory guidelines issued from TRAI for disallowing auto-renewal facilities for value added services and special tariff vouchers.**