



INTERNATIONAL LAW  
JOURNAL

---

**WHITE BLACK  
LEGAL LAW  
JOURNAL  
ISSN: 2581-  
8503**

*Peer - Reviewed & Refereed Journal*

The Law Journal strives to provide a platform for discussion of International as well as National Developments in the Field of Law.

[WWW.WHITEBLACKLEGAL.CO.IN](http://WWW.WHITEBLACKLEGAL.CO.IN)

### **DISCLAIMER**

No part of this publication may be reproduced or copied in any form by any means without prior written permission of Editor-in-chief of White Black Legal – The Law Journal. The Editorial Team of White Black Legal holds the copyright to all articles contributed to this publication. The views expressed in this publication are purely personal opinions of the authors and do not reflect the views of the Editorial Team of White Black Legal. Though all efforts are made to ensure the accuracy and correctness of the information published, White Black Legal shall not be responsible for any errors caused due to oversight or otherwise.

WHITE BLACK  
LEGAL

## **EDITORIAL** **TEAM**

### **Raju Narayana Swamy (IAS ) Indian Administrative Service** **officer**



a professional  
Procurement from the World Bank.

Dr. Raju Narayana Swamy popularly known as Kerala's Anti-Corruption Crusader is the All India Topper of the 1991 batch of the IAS and is currently posted as Principal Secretary to the Government of Kerala. He has earned many accolades as he hit against the political-bureaucrat corruption nexus in India. Dr Swamy holds a B.Tech in Computer Science and Engineering from the IIT Madras and a Ph. D. in Cyber Law from Gujarat National Law University. He also has an LLM (Pro) (with specialization in IPR) as well as three PG Diplomas from the National Law University, Delhi- one in Urban Environmental Management and Law, another in Environmental Law and Policy and a third one in Tourism and Environmental Law. He also holds a post-graduate diploma in IPR from the National Law School, Bengaluru and diploma in Public

### **Dr. R. K. Upadhyay**

Dr. R. K. Upadhyay is Registrar, University of Kota (Raj.), Dr Upadhyay obtained LLB , LLM degrees from Banaras Hindu University & Phd from university of Kota.He has succesfully completed UGC sponsored M.R.P for the work in the ares of the various prisoners reforms in the state of the Rajasthan.



## **Senior Editor**

### **Dr. Neha Mishra**



Dr. Neha Mishra is Associate Professor & Associate Dean (Scholarships) in Jindal Global Law School, OP Jindal Global University. She was awarded both her PhD degree and Associate Professor & Associate Dean M.A.; LL.B. (University of Delhi); LL.M.; Ph.D. (NLSIU, Bangalore) LLM from National Law School of India University, Bengaluru; she did her LL.B. from Faculty of Law, Delhi University as well as M.A. and B.A. from Hindu College and DCAC from DU respectively. Neha has been a Visiting Fellow, School of Social Work, Michigan State University, 2016 and invited speaker Panelist at Global Conference, Whitney R. Harris World Law Institute, Washington University in St.Louis, 2015.

### **Ms. Sumiti Ahuja**

Ms. Sumiti Ahuja, Assistant Professor, Faculty of Law, University of Delhi,

Ms. Sumiti Ahuja completed her LL.M. from the Indian Law Institute with specialization in Criminal Law and Corporate Law, and has over nine years of teaching experience. She has done her LL.B. from the Faculty of Law, University of Delhi. She is currently pursuing Ph.D. in the area of Forensics and Law. Prior to joining the teaching profession, she has worked as Research Assistant for projects funded by different agencies of Govt. of India. She has developed various audio-video teaching modules under UGC e-PG Pathshala programme in the area of Criminology, under the aegis of an MHRD Project. Her areas of interest are Criminal Law, Law of Evidence, Interpretation of Statutes, and Clinical Legal Education.



### **Dr. Navtika Singh Nautiyal**

Dr. Navtika Singh Nautiyal presently working as an Assistant Professor in School of law, Forensic Justice and Policy studies at National Forensic Sciences University, Gandhinagar, Gujarat. She has 9 years of Teaching and Research Experience. She has completed her Philosophy of Doctorate in 'Intercountry adoption laws from Uttranchal University, Dehradun' and LLM from Indian Law Institute, New Delhi.



### **Dr. Rinu Saraswat**

Associate Professor at School of Law, Apex University, Jaipur,  
M.A, LL.M, Ph.D,

Dr. Rinu have 5 yrs of teaching experience in renowned institutions like Jagannath University and Apex University. Participated in more than 20 national and international seminars and conferences and 5 workshops and training programmes.

### **Dr. Nitesh Saraswat**

E.MBA, LL.M, Ph.D, PGDSAPM

Currently working as Assistant Professor at Law Centre II, Faculty of Law, University of Delhi. Dr. Nitesh have 14 years of Teaching, Administrative and research experience in Renowned Institutions like Amity University, Tata Institute of Social Sciences, Jai Narain Vyas University Jodhpur, Jagannath University and Nirma University.

More than 25 Publications in renowned National and International Journals and has authored a Text book on Cr.P.C and Juvenile Delinquency law.



### **Subhrajit Chanda**

BBA. LL.B. (Hons.) (Amity University, Rajasthan); LL. M. (UPES, Dehradun) (Nottingham Trent University, UK); Ph.D. Candidate (G.D. Goenka University)

Subhrajit did his LL.M. in Sports Law, from Nottingham Trent University of United Kingdoms, with international scholarship provided by university; he has also completed another LL.M. in Energy Law from University of Petroleum and Energy Studies, India. He did his B.B.A.LL.B. (Hons.) focussing on International Trade Law.

## ***ABOUT US***

WHITE BLACK LEGAL is an open access, peer-reviewed and refereed journal provided dedicated to express views on topical legal issues, thereby generating a cross current of ideas on emerging matters. This platform shall also ignite the initiative and desire of young law students to contribute in the field of law. The erudite response of legal luminaries shall be solicited to enable readers to explore challenges that lie before law makers, lawyers and the society at large, in the event of the ever changing social, economic and technological scenario.

With this thought, we hereby present to you

# **COMPREHENSIVE ANALYSIS OF CONSUMER PROTECTION ACT AND THE LAW OF LIMITATION**

AUTHORED BY - IDHAANT

SECTION – 2D

## **Consumer Protection Act, 1986**

### **BACKGROUND OF CORPA**

*The Indian legal system experienced a revolution with the enactment of the Consumer Protection Act of 1986 [“CPA”], which was specifically deigned to protect consumer interests. The CPA was passed with avowed objectives. It is intended to provide justice which is “less formal, [and involves] less paper work, less delay and less [expense]”. The CPA has received wide recognition in India as poor man’s legislation, ensuring easy access to justice. However, the CPA simply gives a new dimension to rights that have been recognized and protected since the ancient period. It is rightly said that “the present-day concern for consumer rights . . . is not new and that consumer’s rights like the right to have safe, un-adulterated and defect-free commodities at appropriate prices has been recognized since ancient times.”<sup>1</sup> Two decades of experience with the operation of the CPA shows its popular acceptance and the legal preference of injured consumers to enforce their rights under it. The CPA commands the consumer’s support because of its cost-effectiveness and user-friendliness. In fact, the CPA creates a sense of legal awareness among the public and at the same time, brings disinterest to approach traditional courts, especially on consumer matters. It has changed the legal mindset of the public and made them think first of their remedies under the CPA, regardless of the nature of their case. In short, the CPA has instilled confidence among the “teeming millions” of impoverished litigants. The way in which the consumer fora are flooded with cases and the mode in which these cases are being disposed off creates an impression of “judicial populism” in India in the arena of consumer justice. The greatness of the CPA lies in its flexible legal framework, wider jurisdiction and inexpensive justice. One can find in the CPA a mixture of principles of torts and contracts. Simply speaking, it is “a shorthand term to indicate all the many different aspects of general law”<sup>2</sup>. Basically, the CPA liberalizes the strict traditional rule of standing and empowers consumers to proceed under the CPA.”<sup>3</sup> Consumer groups, the central or any state government are all empowered to lodge complaints*

*under the CPA.*<sup>3</sup> *This liberalization shows the care that has been taken to represent and fight for the cause of weak, indifferent and illiterate consumers. The novelty of the CPA is the inclusion of both goods and services within its ambit. The consumer can bring suit for defective products as well as for deficiency of services.*<sup>4</sup> *In the event of any deficiency, all services, whether provided by the government or private companies, can be questioned under the CPA. The CPA also liberalised rigid procedural requirements and introduced simple and easy methods of access to justice. To proceed under the CPA, the consumer need only pay a nominal fee and need not send any notices to the opposite party. A simple letter addressed to the consumer forum draws enough attention to initiate legal action. Another major procedural flexibility is the option the consumer has to engage a lawyer. If the consumer prefers, he can represent himself. The simple measures of action drive consumers to avail themselves of the benefits of the CPA. The CPA initiated a legal revolution by ushering in the era of consumers and developing a new legal culture among the masses to take recourse under the CPA regardless of their grievance. The Consumer Disputes Redressal agencies, the National Commission, the State Commission, and the District Fora are working together in a way that is revolutionizing the present Indian legal system and challenging the traditional system of delivering justice. With easy access to the courts guaranteed by the CPA, consumers now wage legal battles against unscrupulous traders or service providers without any hesitation. The Indian government is also taking an active interest in protecting consumer rights and promoting effective consumer movements. In 2003, the Planning Commission of India identified "Consumer Awareness, Redressal, and Enforcement of the Consumer Protection Act of 1986" as a priority, and as a result, a national action plan was prepared.<sup>1</sup>*

### **SIGNIFICANCE**

This statute is regarded as the 'Magna Carta' in the field of consumer protection for checking unfair trade practices, 'defects in goods' and 'deficiencies in services' as far as India is concerned. It has led to the establishment of a widespread network of consumer forums and appellate courts all over India. It has significantly impacted how businesses approach consumer complaints and has empowered consumers to a greater extent.<sup>2</sup>

---

1. Bill Thomas, The Legal Framework of Consumer Protection, in Marketing and the Consumer Movement 49 (Jeremy Mitchell ed., 1978).

2. The Consumer Protection Act, No. 68 of 1986; India Code (1986) ch. 2 § 1(b)(iv).

3. Id. at ch. 2 § 1(b)(iii).

4. Id. at ch. 2 § 1(c).

<sup>2</sup> Kumar, Vineet. "An Analysis of Consumer Protection Laws in India"

## **WHO IS A CONSUMER?**

**The Act tried to protect consumers not only of goods but also of services. Consumers in the Act (Section 2) means 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<sup>3</sup>
- (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.<sup>4</sup>

## **RIGHTS OF CONSUMER OVER SUPPLY OF GOODS**

The definition of Consumer right is 'the right to have information about the quality, potency, quantity, purity, price and standard of goods or services', as it may be the case, but the consumer is to be protected against any unfair practices of trade. It is very essential for the consumers to know these rights.

However there are strong and clear laws in India to defend consumer rights, the actual plight of consumers of India can be declared as completely dismal. Out of the various laws that have been enforced to protect the consumer rights in India, the most important is the Consumer Protection Act, 1986. According to this law, everybody, including individuals, a firm, a Hindu undivided family and a company, have the right to exercise their consumer rights for the purchase of goods and services made by them. It is significant that, as consumer, one knows the basic rights as well as about the courts and procedures that follow with the infringement of one's rights.<sup>5</sup>

<sup>3</sup>. The Consumer Protection Act, No. 68 of 1986; India Code (1986),Section 2(i)d

<sup>4</sup>. The Consumer Protection Act, No. 68 of 1986; India Code (1986),Section 2(ii)d

<sup>5</sup>. [www.jagagrahakjago.com/consumer-rights/](http://www.jagagrahakjago.com/consumer-rights/)

In general, the consumer rights in India are listed below:

- The right to be protected from all kind of hazardous goods and services
- The right to be fully informed about the performance and quality of all goods and services
- The right to free choice of goods and services
- The right to be heard in all decision-making processes related to consumer interests
- The right to seek redressal, whenever consumer rights have been infringed
- The right to complete consumer education<sup>6</sup>

- **Right to Safety**

Means right to be protected against the marketing of goods and services, which are hazardous to life and property. The purchased goods and services availed of should not only meet their immediate needs, but also fulfil long term interests.

Before purchasing, consumers should insist on the quality of the products as well as on the guarantee of the products and services. They should preferably purchase quality marked products such as ISI, AGMARK, etc

- **Right to choose**

Means right to be assured, wherever possible of access to variety of goods and services at competitive price. In case of monopolies, it means right to be assured of satisfactory quality and service at a fair price. It also includes right to basic goods and services. This is because unrestricted right of the minority to choose can mean a denial for the majority of its fair share. This right can be better exercised in a competitive market where a variety of goods are available at competitive prices

- **Right to be Heard**

Means that consumer's interests will receive due consideration at appropriate forums. It also includes right to be represented in various forums formed to consider the consumer's welfare.

The Consumers should form non-political and non-commercial consumer organizations which can be given representation in various committees formed by the Government and other bodies in matters relating to consumers.

---

<sup>6</sup>. <https://consumeraffairs.nic.in/organisation-and-units/division/consumer-protection-unit/consumer-rights>.

- **Right to Seek Redressal**

Means right to seek redressal against unfair trade practices or unscrupulous exploitation of consumers. It also includes right to fair settlement of the genuine grievances of the consumer.

Consumers must make complaint for their genuine grievances. Many a times their complaint may be of small value but its impact on the society as a whole may be very large. They can also take the help of consumer organisations in seeking redressal of their grievances.

- **Right to Consumer Education**

Means the right to acquire the knowledge and skill to be an informed consumer throughout life. Ignorance of consumers, particularly of rural consumers, is mainly responsible for their exploitation. They should know their rights and must exercise them. Only then real consumer protection can be achieved with success.

### **LIST OF CASES**

- National Insurance Co. Ltd. Vs. Hindustan Safety Glass Works Ltd. And Ors.
- Anshul Aggarwal v/s New Okhla Industrial Development Authority
- State Bank of India v. M/S B.S. Agriculture
- Union of India and Another v. British India Corporation Ltd. and Others
- Haryana Urban Development Authority v. B.K. Sood
- V.N.Shrikhande vs Anita Sena

#### **National Insurance Co Ltd v Hindustan Safety Glass Works Limited, (2017) 5 SCC 776**

One of the main and vital challenges in every adjudication is the period of 'limitation'. It is pertinent to state that **Section 24A of the Consumer Protection Act, 1986**, defines the limitation period for filing the complaints under the Consumer Protection Act, 1986. As per the definition, the complaint can be filed with District Forum, State or National Commission within 2 years from the date of cause of action having been arisen. However, sub-clause (2) of the said provision states that a complaint filed beyond the prescribed period would be entertained if the complainant satisfies the Forums, State and National Commissions with sufficient reason that prevented him from filing within the prescribed period. A provision is

also given mandating the Forum, State Commission, and National commission to record the reasons for condoning the delay and proceed to entertain such delayed complaint.

*For the sake of reference, the operative part of Section 24A is reproduced herein below:*

***Section 24A in the Consumer Protection Act, 1986***

*[24A. Limitation period.—*

- (1) The District Forum, the State Commission or the National Commission shall not admit a complaint unless it is filed within two years from the date on which the cause of action has arisen.*
- (2) Notwithstanding anything contained in subsection (1), a complaint may be entertained after the period specified in sub-section (1), if the complainant satisfies the District Forum, the State Commission or the National Commission, as the case may be, that he had sufficient cause for not filing the complaint within such period; *Provided that no such complaint shall be entertained unless the National Commission, the State Commission or the District Forum, as the case may be, records its reasons for condoning such delay.**

Hence, in view of the aforesaid, the time period for filing a complaint for a consumer from the date of violation of a right is 2 years. The law in this regard is laid down in Sec24-A of the Consumer Protection Act, 1986. However, the Hon'ble Supreme Court of India, in a landmark judgement, on 07.04.2017 in the matter of *National Insurance Company Ltd. vs. Hindustan Safety Glass Works Ltd. (MANU/SC/0390/2017)*, has held that where a supplier is responsible for causing a delay in the settlement of the consumer's claim, the consumer shall be entitled under law to file a complaint in the Consumer Court even after the expiry of the period of two years.

***Brief Facts of the Case & Analysis*** of the Judgment Passed by the Hon'ble Supreme Court of India Hindustan Safety Glass Works Ltd. (i.e. insured) i.e. Respondent, had taken out two policies with the appellant National Insurance Company, both dated August 29, 1990, for a period of one year which were subsequently renewed for another year. The first policy was for an amount of Rs. 4.9 lakhs to cover the risks on office building, residential quarters and canteen etc. in Calcutta. The second policy was for an amount of about Rs. 5.7 crores to cover the risks on building, machinery, finished and semi-finished stocks, store, furniture, wiring and fittings

etc. in its factory/works in Calcutta, wherein both the policies included damage or loss due to flood and inundation.

On August 06, 1992, there was heavy incessant rain in Calcutta resulting in heavy accumulation of rain water inside and around the factory/works of the insured, which the respondent claimed had caused considerable damage to raw materials, stocks and goods, furniture etc. As a result of the damage suffered by the insured and in terms of the two policies taken out with National Insurance, claims were filed by the insured on August 07 and 08, 1992, claiming a total amount of about Rs. 52 lakhs.

Pursuant to claims, National Insurance carried out two surveys wherein the reports were submitted on November 11, 1993, and the second report was given on November 23, 1994, assessing the loss/damage suffered by the insured.

In spite of the two survey reports quantifying the loss or damage suffered at about Rs. 24 lakhs, nothing was paid to the insured by National Insurance. Pursuant to the same, notices were served upon the insurer. However, to the utter shock and disappointment, there was no response from the National Insurance. Hence, in view of such circumstances, insured filed a complaint with the National Commission under the provisions of the Consumer Protection Act, 1986 (*for short 'the Act'*) claiming an amount of Rs. 52.32 lakhs, along with an amount of about Rs.1.81 lakhs being the expenses incurred for the purpose of loss minimization, further interest at 18% per annum was also claimed by the insured with effect from December 06, 1992 i.e. four months after the occurrence of the flood or inundation.

There were various objections raised by the National Commission as follows, wherein one of the major objection, which is subject matter of the present article, is regarding the complaint being barred by condition No. 6(ii) of the policies i.e Complaint was barred by limitation as it was filed on August 13, 1996, while the loss/damage to the insured properties had taken place in August, 1992.

Reliance on condition number 6(ii) of the insurance policies it is necessary to first understand the scope of this condition which reads as follows:

*In no case whatsoever, shall the company be liable for any loss or damage after the expiration of 12 months from the happening of the loss or damage unless the claim is the subject of*

*pending action or arbitration: it being expressly agreed and declared that if the company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law and the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.*

A reading of the aforesaid condition leads to the conclusion that National Insurance would not be liable for any loss or damage 12 months after the event that caused the loss or damage to the insured unless the claim is the subject matter of a pending action or arbitration. It was submitted by the learned Counsel for National Insurance that the expression 'pending action' must relate to action instituted in a court of law.

However, the Hon'ble Court held that when a claim is made by the insured, that itself is actionable, there is no question of requiring the insured to approach a court of law for adjudication of the claim and that this would amount to encouraging avoidable litigation, which certainly cannot be the intention of the insurance policies and which in no case in public interest.

However, the learned Counsel vehemently argued that in terms of Section 24A of the Act, the claim made by the insured was barred by limitation, since the complaint was filed with the National Commission on August 13, 1996, while the loss or damage had occurred on August 06, 1992. Therefore, the National Commission could not have admitted the complaint since it was filed beyond the stipulated period of two years from the date on which the cause of action had arisen.

The National Commission rejected all the contentions urged by National Insurance and by the impugned judgment and order, the insured was awarded an amount of Rs. 21,05,803.89 with interest at 9% per annum from May 11, 1995, i.e three months after the addendum issued by Seascan Services (WB) Pvt. Ltd. (the second surveyor), furthermore even costs of Rs. 20,000/- were also awarded to the insured.

Aggrieved by the impugned order, National insurance preferred appeals to the Hon'ble Supreme Court of India.

## JUDGMENT

The Hon'ble Supreme Court of India held that the event that caused the loss or damage to the insured occurred on August 06, 1992, was the heavy incessant rain in Calcutta in which the raw materials, stocks and goods, furniture etc. of the insured were damaged. It was observed that on the very next day, the insured lodged a claim with National Insurance. In response, National Insurance first appointed N.T. Kothari & Co. to assess the loss suffered by the insured and a report was given by this surveyor after more than one year. Thereafter, for reasons that are not at all clear, National Insurance appointed a second surveyor which also took about one year to submit its report, and eventually gave an addendum to that report thereby, crossing one year in completion of its report along with the addendum. It was observed and noted by the Hon'ble Court that National Insurance itself took more than two years in surveying or causing a survey of the loss or damage suffered by the insured and hence, the entire delay is attributable to National Insurance which cannot prejudice the claim of the insured, especially when the insured had lodged a claim well within time. Furthermore, to make matters worse, National Insurance actually repudiated the claim of the insured only on May 22, 2001, which was well after the complaint was filed with the National Commission.

The Hon'ble Court was of the view that in a dispute concerning a consumer, it is necessary for the courts to take a pragmatic view of the rights of the consumer principally since it is the consumer who is placed at a disadvantage vis-a-vis the supplier of services or goods. It was further held that the very purpose of a beneficent legislation, in the form of the Consumer Protection Act, is to overcome this disadvantage. The provision of limitation in the Act cannot be strictly construed to disadvantage a consumer in a case where a supplier of goods or services itself is instrumental in causing a delay in the settlement of the consumer's claim. The Court observed that this being the underlying principle, it had no hesitation in concluding that the National Commission was quite right in rejecting the contention of National Insurance in this regard.

Further, it was held that the contention urged was that the first survey report given by N.T. Kothari & Co. was not a bona fide report as the Central Glass and Ceramic Research Institute, Calcutta had not authorized that specific officer to give any report with regard to the damage or loss suffered by the insured. Further, the Hon'ble Court noticed that the second survey report was prepared in consultation with the Central Glass and Ceramic Research Institute, Calcutta,

wherein another officer had been consulted. However, it was clearly held that the Insurance Company failed to provide any reason to remotely suggest that the second report was also tainted either because the officer consulted was not authorized to give a report or for any other justifiable reason.

The National Commission accepted the second survey report which was provided by Seascan Services (WB) Pvt. Ltd. as well as the addendum to it and the apex court did not see any reason to disagree with the findings arrived at in the absence of any material to discredit the surveyor or the report of the surveyor.

That the Hon'ble Court in the second appeal being **Civil Appeal No. 1156 of 2008**, further observed and held that the aforesaid appeal even concerns the interpretation, in the context of limitation, of condition number 6(ii) of the insurance policy taken out by the insured. That in view of the same, it was further observed by the Hon'ble Court that, the insured suffered a loss or damage to its goods in an incident that occurred on September 06, 1993. A claim was lodged by the insured on the next day. The claim was repudiated by National Insurance on December 27, 1999 while a complaint filed by the insured in the National Commission was pending since March 06, 1998. In view of these facts and in view of the discussion in the connected appeal it was held that there is no merit in the objection raised by learned Counsel that the complaint was barred by limitation in view of condition number 6(ii) of the insurance policy or Section 24-A of the Act. In any event, this contention was not strictly pressed by learned Counsel on the facts of this appeal.

Thus, the Hon'ble Supreme Court of India was of the view that National Insurance had not been able to make out a case for interference with the order passed by the National Commission and held that both appeals were without any merit and were accordingly dismissed.

### **SECTION 24(a) OF CONSUMER PROTECTION ACT, 1986**

Delay in filing consumer complaints often renders even a genuine consumer complaint infructuous under the Law. Section 24A of the Consumer Protection Act, 1986 provides for the Limitation period. It states that the District Forum, State Commission or the National Commission (as the case may be) shall not admit a complaint if it has been filed after two years from the date on which cause of action has arisen. The said provision has been derived from

the legal maxim *Vigilantibus Non Dormientibus Aequitas Subvenit* which implies that **equity aids the vigilant and not the ones who sleep over their rights.**

Limitation Period under the Consumer Protection Act, 1986

Section 24A (2) of the Act further enumerates that a complaint can be entertained after the stipulated period if the complainant satisfies the appropriate Consumer Forum that he had sufficient cause for not filing the complaint within such period. Under the provision, the appropriate Forum shall also record reasons for condonation of delay (if any).

Hence, if there has been delay in filing the consumer complain, then the Complainant shall satisfactorily explain the Court the reason for delay caused in filing of complaint.

Legislative Intent behind Section 24A of the Act

This aspect was dealt with by the Supreme Court in the case of *State Bank of India v. M/S B.S. Agriculture*<sup>7</sup>. The Supreme Court in the case delved into the issue of limitation period under Section 24A of the Act and observed *that the provision peremptory in nature and requires consumer forum to see before it admits the complaint that it has been filed within two years from the date of accrual of cause of action. The consumer forum, however, for the reasons to be recorded in writing may condone the delay in filing the complaint if sufficient cause is shown. The expression, 'shall not admit a complaint' occurring in Section 24A is sort of a legislative command to the consumer forum to examine on its own whether the complaint has been filed within limitation period prescribed thereunder. As a matter of law, the consumer forum must deal with the complaint on merits only if the complaint has been filed within two years from the date of accrual of cause of action and if beyond the said period, the sufficient cause has been shown and delay condoned for the reasons recorded in writing. In other words, it is the duty of the consumer forum to take notice of Section 24A and give effect to it. If the complaint is barred by time and yet, the consumer forum decides the complaint on merits, the forum would be committing an illegality and, therefore, the aggrieved party would be entitled to have such order set aside.*

---

<sup>7</sup>. AIR 2009 SC 2210

Object behind Limitation period under the Consumer Protection Act, 1986

**Anshul Aggarwal vs. New Okhla Industrial Development Authority**<sup>8</sup>– In this case, the Court substantiated on the object behind the limitation period prescribed under Section 24A. The Court opined that *while deciding an application filed in such cases for condonation of delay, the Court has to keep in mind that the special period of limitation has been prescribed under the Consumer Protection Act, 1986 for filing appeals and revisions in consumer matters and the object of expeditious adjudication of the consumer disputes will get defeated if this Court was to entertain highly belated petitions filed against the orders of the Consumer Foras.*

Limiting period under Section 24 A of the Act is a mandatory provision.

In the case of **Union of India and Another v. British India Corporation Ltd.** And others [3] while dealing with an aspect of limitation for an application for refund prescribed in Business Profits Tax Act 1947, this court held that the question of limitation was a mandate to the forum and irrespective of the fact whether it was raised or not, the forum must consider and apply it. A similar view was taken by the Supreme Court in the case of Haryana **Urban Development Authority v. B.K. Sood** [4]. In this case, the court while dealing with Section 23A of the Act stated that the Act expressly casts a duty on the Commission admitting a complaint to dismiss a complaint unless the complainant satisfies the District Forum, the State Commission or the National Commission as the case may be, that the complainant had sufficient cause for not filing the complaint within the period of two years from the date on which the cause of action had arisen.

Consumer shall be given opportunity of hearing under section 24 A of the Act.

In the case of **V.N.Shrikhande vs Anita Sena** [5], the Supreme court had held that Section 24A (1) of the Act the power under this provision is to be exercised by Consumer Forums only after giving opportunity of hearing to the complainant, who can seek condonation of the delay under Section 24 A(2) by showing that there was sufficient cause for not filing the complaint within the period prescribed under section 24A (1). If the complaint is per se barred by time and the complainant does not seek condonation of delay under Section 24 A(2), the consumer forum will have no option but to dismiss the same.

---

<sup>8</sup>. IV (2011) CPJ 63 (SC)

Meaning of 'Cause of action' under Section 24A of the Act.

In V.N.Shrikhande case (supra) meaning of 'cause of action' under Section 24A(1) of the Act was discussed by the Supreme court. The court stated that since the term 'cause of action' has not been defined by the Act, the same has to be interpreted keeping in view the context in which it has been used in Section 24 A(1) of the Act and object of the legislation. In this context the Court quoted from Justice G.P.Singh's Book on Principles of Statutory Interpretation. Justice G.P.Singh has quoted Professor H.A.Smith in the following words:

*“What is the natural or ordinary meaning of that word or phrase in its context in the statute? It is only when that meaning leads to some result which cannot reasonably be supposed to have been the intention of the legislature, that it is proper to look for some other possible meaning of the word or phrase. The context, as already seen, in the construction of the statutes, means the statute as a whole, the previous state of law, other statutes in pari material, the general scope of the statute and the mischief that it was intended to remedy.”*

In view of the aforesaid legal position and judicial dictum it is apparent that a Consumer shall be vigilant and not sleep over his rights to file a complaint under the Consumer Protection Act and if any delay is caused in filing consumer complaint then the delay shall be satisfactorily explained to the Consumer Forum.

### Conclusion

I would like to conclude by saying that the **Consumer** have the authority to be protect against marketing price fix goods and service which are harmful for their life and property. **Right** to give information about the quantity, quality, purity, potency, and standard of goods and service is come under the **consumer right**.

ANALYSIS OF THE CASE National Insurance Co. Ltd. Vs. Hindustan Safety Glass Works Ltd. And Ors.

The result of this decision, now, is that in all other complaints, the limitation period under section 24A cannot be strictly construed to disadvantage a consumer. It is pertinent to state that with the economic progress and developments in the trade and commerce, a wide variety of consumer goods and services have started appearing and the very purpose of the Consumer Forums/Commissions is to observe the principle of natural justice for redressing the grievance of the consumers. Hence, as per the aforesaid judgement of the Hon'ble Supreme Court of India, in matters concerning consumer dispute, it is important to take a pragmatic view of the rights

of the consumer principally, since it is the consumer who is placed at a disadvantage vis- a vis the supplier of good or services who is a step forward in the legal system of our country and thereby, making it imperative to protect the interest of the consumers who also play a major role in the economics and market dynamics of our country.

### **BIBLIOGRAPHY**

1. Bill Thomas, The Legal Framework of Consumer Protection, in Marketing and the Consumer Movement 49 (Jeremy Mitchell ed., 1978).
2. The Consumer Protection Act, No. 68 of 1986; India Code (1986) ch. 2 § 1(b)(iv).
3. Id. at ch. 2 § 1(b) (iii).
4. Id. at ch. 2 § 1(c).
5. [www.jagograhakjago.com/consumer-rights/](http://www.jagograhakjago.com/consumer-rights/)
6. <https://consumeraffairs.nic.in/organisation-and-units/division/consumer-protection-unit/consumer-rights>.
7. AIR 2009 SC 2210
8. IV (2011) CPJ 63 (SC)