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Shri P.V. Rama Sastry, Joint Secretary, Ministry of Consumer Affairs, visited Chair on Consumer Law and Practice, National Law School of India University Bengaluru and discussed about the Chair Activities on 15th January 2016.

Shri. Prabhash Kumar Jha, Special Secretary & Financial Adviser, visited Chair on Consumer Law and Practice, National Law School of India University Bengaluru and discussed about the Chair Activities on 9th May 2016.

Chair on Consumer Law and Practice and Karnataka State Legal Service Authority, Bagalkot organized the Legal Literacy Camp at Kagalagomb Village, Bagalkot District Karnataka on 27th February 2016.

Mr. Leonardo D’Urso and Mr. Salam Kohi visited Chair on Consumer Law and Practice discussed about the Alternative Dispute Resolution under the Consumer Protection Act, 1986 at National Law School of India University Bengaluru on 17th February 2016.

Prof. Dr. Ashok R. Patil participated in the Private Commercial Mediation Conclave along with Victor Schachter, Jay Folberg, Hero Aragaku and Hon’ble Rebecca Westerfield from US and Itali held at ITC Widsor, Bengaluru on 12th February 2016.
It immensely satisfies me to note that the Chair on Consumer Law and Practice, National Law School Of India University, Bengaluru is bringing out the Newsletter (Vol XI Issue 1).

The release of this Newsletter also coincides with the setting up of the ‘Online Consumer Mediation Center’ under the aegis of Ministry of Consumer Affairs, Food and Public Distribution, Government of India. This is unique, because it is not only innovative but the first of its kind where consumer can resolve the dispute through online instead of going to the Consumer Fora. To provide innovative online mediation tool that affords consumers better access to justice through quick and easy redressal mechanism and at the same time provide opportunity for business to maintain good consumer relationship—this is the objective of ‘Online Consumer Mediation Center’.

I am confident that in the years to come, Chair on Consumer Law and Practice, NLSIU will take greater strides in contributing to the development of consumer law across the frontiers.

*Prof. (Dr.) R. Venkata Rao*

Vice Chancellor, NLSIU
Dear Readers

Warm welcome to the XI volume of March of Consumer Law and Practice January-June 2016 Newsletter. It covers as usual scores of activities of the Chair on Consumer Law and Practice has over the first half of the 2016.

The Consumer Chair has submitted the comments on the Consumer Protection Bill, 2015 before the Parliamentary Committee. The Bill establishes a Consumer Protection Authority at the National, State and District level to investigate into consumer complaints, issue safety notices for goods and services, and pass orders for recall of goods and against misleading advertisements. The Bill enables a person to make a claim of product liability against the manufacturer, if he has suffered any injury, property damage or death due to a defect in a product. The Bill establishes Mediation Cells at the National Commission, State Commission and District Forum level to settle pending as well as new consumer cases.

The new clauses are added in existed Unfair Trade Practice definition in the Bill i.e., an unfair trade practice includes: (i) making a false statement regarding the quality or standard of a good or service, (ii) selling of goods not complying with standards, (iii) manufacture of spurious goods, (iv) not issuing a receipt for a good or service sold, (v) refusal to withdraw or refund goods or services within 30 days, (vi) disclosing personal information provided by a consumer to any other

Other important changes are consumer can file complaint where he resides and works for gain; Consumer Forum can execute its own final order; increase in the pecuniary jurisdiction; online filing of complaint and payment of fees. All these changes and new chapters in the bill will protect consumers in strong way in future.

I thank Ms. Anita A. Patil and Mr. Mahesh S. Betasur for their hard work to bring this issue.

Prof. (Dr.) Ashok R. Patil
Chair Professor, Chair on Consumer Law and Practice
ACTIVITIES AND PUBLICATIONS OF THE CHAIR

1. Chair on Consumer Law and Practice (CLAP) organized Workshops
   i. Consumer Chair along with Consumer Voice and Google organized the workshop on ‘Internet Safety’ to Non-Governmental Organization & Law students at NLSIU, Bengaluru on 14th March 2016.
   ii. Consumer Chair along with International Center of Alternative Dispute Resolution, Regional Central, Bengaluru organized the One Day seminar on ‘Alternative Dispute Resolution Techniques and its scope on Consumer Disputes’ for Presidents and Members of District Consumer Disputes Redressal Forum of Karnataka at Karnataka Judicial Academy, Bengaluru on 20th March 2016.
   iii. Consumer Chair along with Centre for Advanced Mediation Practice organized one day Workshop on Drafting of Legislation on Mediation at Online Consumer Mediation Centre at NLSIU, Bengaluru on 18th May 2016.

2. Paper Presented at International Conference by Prof. (Dr.) Ashok R. Patil.
   Prof. (Dr.) Ashok R. Patil presented a paper on ‘Consumer Dispute Settlement through Online Dispute Resolution’ in the International Conference on Mediation at Salgancar Law College, Miramar, Goa 2nd - 5th March 2016.

3. Paper Presented at National Conference by Prof. (Dr.) Ashok R. Patil
   i. Prof. (Dr.) Ashok R. Patil presented a paper on ‘Frauds on Consumer & Criminal Liability’ to Indian Police Services Vertical Interactive Course (VIC) Economic Offences and Legal Issues at NLSIU on 19th January 2016.
   ii. Prof. (Dr.) Ashok R. Patil presented a paper on ‘Supporting the Justifiability of the Right to Education being organised by National University and Education Planning and Administration at New Delhi on 22nd - 23rd February 2016.
   iii. Prof. (Dr.) Ashok R. Patil presented a paper on ‘National Consumer Survey and Administrative Reforms’ which was jointly organized by Consumer Chair along with International Center of Alternative Dispute Resolution, Regional Central, Bengaluru at the One Day seminar on ‘Alternative Dispute Resolution Techniques and its scope on Consumer Disputes’ for Presidents and Members of District Consumer Disputes Redressal Forum of Karnataka at Karnataka Judicial Academy on 20th March 2016.

4. Guest Lectures Delivered by Prof. (Dr.) Ashok R. Patil and others
   i. Mr. Prasanna and Ms Laila Ollapally delivered a lecture on Mediation to for the first year B.A. LL.B. (Hons) students at National Law School of India University, Bengaluru on 12th January 2016.
   ii. Dr. Vishal Rao Passive Smoking and COTPA for the first year B.A. LL.B. (Hons) students at National Law School of India University Bengaluru, on 21st January 2016.
   iii. Prof. (Dr.) Ashok R. Patil delivered a guest lecture on Consumer Protection Bill, 2015 on the eve of World Consumer Rights Day which was organized by the Food and Civil Supplies, Ministry of Consumer Affairs, Government of Karnataka at Bengaluru on 15th March 2016.
   iv. Shri. Ravi Shankar, Advocate, delivered a guest lecture on Assignment and Nomination and Settlement of Claim and Payment of Money to the fourth year B.A. LL.B. (Hons) students at National Law School of India University, Bengaluru on 2nd May 2016.
   v. Shri. M. Prashad, Insurance Ombudsman, Karnataka, delivered a guest lecture on Importance of Ombudsman in the Insurance Sector to the fourth year B.A. LL.B. (Hons) students at National Law School of India University, Bengaluru on 11th May 2016.
   vi. Shri. Ravi Seshadri, Vice President and Head – Sales Training, Bharti AXA General Insurance Co. Ltd, delivered guest lecture on Scope of General Insurance Business in India to the fourth year B.A.
**UPDATE ON CONSUMER LAW CASES**

**Medical Negligence by the doctors in diagnosis**

1. **Anil Dutt and Another v. Vishesh Hospital, Indore and others, 2016 Indlaw NCDRC 773.**

   **Facts:** Mrs. Anju Dutt, the wife of complainant No.1 ("patient") was pregnant and was under consultation of Dr. Indira Vyas, a Gynaecologist. She advised for ultrasonography (USG) to ensure well-being of child, it was done on 20.01.2009 by Dr. G.S.Saluja, the OP3, and reported it as intrauterine 20 weeks and 6 days gestational age, with no abnormal findings. The “Foetal Spine, Trunk & Limbs are Normal”. On the basis of the said report Dr. Indra Vyas continued her regular treatment and check-ups. After 3 months, i.e. at 32 weeks of pregnancy, on 22.04.2009, 2nd USG was performed by OP2 Dr. Kushalendra Soni. It was reported as 32 weeks 01 day (+ 2 weeks) “Severe Oligohydramnios” and the “Foetal Spine, Trunk & Limbs are Normal”. The allegation of complainants is that, both the doctors, OP2 and OP3 are qualified Radiologists/Sonologists, but due to casual approach, negligence and lack of care towards the patient, gave wrong reports at both occasions, which resulted into serious consequences. On the basis of 2nd USG report, Dr. Indra Vyas continued the treatment till May, 2009. Thereafter, patient went to Devas where she remained under treatment in Devas Hospital from Dr. Shakuntala Jadhav, a Gynaecologist and Obstetrician. On 18.05.2009, patient gave birth to a female baby which was found not fully developed. New-born’s left arm and kidney were missing and even lungs were not completely developed. The foetal weight was 1500 gm. only, instead of 2500 gm. Thus, it was medical incompetence and gross medical negligence. Patient approached Dr. Maheshwari, Child Specialist at Devas District Hospital, he advised to consult various experts. Also expressed that on account of wrong USG reports, no proper treatment was given.
for mother and child before birth, hence, the child did not develop fully. Therefore, the doctors expressed need for surgery in future for her neck and spine because of fused spinal cord. Child may have increased chances of paralysis. As the baby had a single kidney, there are chances of renal failure in near future. In this regard complainant produced expert opinion from Dr. R. K. Sharma, a Forensic Medicine expert. It was further alleged that, due to wrong report, the patient did not go for MTP (medical termination of pregnancy) as per law under MTP Act. It was anxiety, agony and distress to the parents. Further, the grandmother of the child, Smt. Kala Dutt suffered severe heart attack after seeing the deformity in the new-born baby. She underwent bypass surgery, it caused expenses of Rs.2.5 lacs at Fortis Hospital, New Delhi. Since after that, the grandmother was under physiotherapy, incurring regular expenses. Therefore, for alleged medical negligence, Smt. Anju Dutt/ patient lodged an FIR on 08.06.2009 at Police Station, Palasia, Indore. Thus she files a case against the OPs 1,2 and 3

Issue: Whether there was a deficiency of service by the Opposite Parties (Doctors of the Hospital)

Decision: NCDRC held it to be a medical negligence case and directed the OPs (1,2 and 3) to pay a sum of Rs.15,00,000/- jointly and severally to the complainants. It was further directed that, the OPs shall deposit entire amount in a fixed deposit, in any nationalised bank, in the name of the child and the regular periodic interest accrued on it, be paid to the mother, till the baby attains 21 years. The order shall be complied with within 6 weeks, from the date of receipt of this order, otherwise, it will carry interest @ 12% per annum, since the date of pronouncement, till realisation. There shall be no order as to costs.

2. Pushpa Bhatnagar W/o Late Jai Prakash and others v. Varun Hospital, Through its Director, Vishnupuri, Uttar Pradesh and others, 2016 Indlaw NCDRC 764.

Facts: Mr. Jaiprakash Bhatnagar, an advocate by profession since deceased (patient), on the evening of 17.01.2002, sustained fracture of upper arm near shoulder and took treatment in the nearby Ortho Care Centre. In the evening of 19.1.2002, he was admitted in Varun Hospital i.e. OP1 under care of Dr. K.K. Singh (OP3), an orthopaedic surgeon. Without performing any pre-operative examination, the anaesthetist Dr. Sanjay Bhargava (OP-2) fixed the operation on the next day morning. Accordingly, on 20-01-2002 at 6:30 A.M. the patient was taken to operation theatre, OP2 and OP3 performed the operation. At about 10 A.M., the OP-doctors came out of OT and informed the patient’s relatives that operation was successful at 9:15 A.M and patient will come out soon. Thereafter, at 10:45 A.M. the OP 2 and 3 came out and first time informed the complainants and the other relatives that the patient expired due to heart attack in OT. Dr. Ajay Singhal, a cardiologist was called, it took almost 30 minutes, thereafter, the patient passed away. The post-mortem was conducted. At 11.00 A.M. the complainant-1, Smt Pushpa Bhatnagar (wife of deceased) lodged a FIR under Section 304A, IPC against the OP for causing death due to negligence. Thereafter, in 2003, the complainants filed complaint before the State Commission. Smt. Pushpa Bhatnagar, the complainant/appellant, filed this first appeal under Section 19 of the Consumer Protection Act, 1986 against the order dated 16-10-2014 passed by Uttar Pradesh State Consumer Disputes Redressal Commission, Lucknow in State Commission in Complaint Case No.71 of 2003.

Issue: Whether there was a deficiency of service by the Opposite Parties (Doctors of the Hospital)

Decision: It was held that the doctors were liable for the medical negligence due to which the family suffered distress and mental agony, therefore, we award compensation in the sum of Rs. 2,00000/- and Rs. 25,000/- towards cost of litigation. Therefore, the total compensation will be Rs. 13,80,000/-. For the reasons stated herein above, we direct the OPs(1,2 and 3) pay Rs. 13,80,000/- to the complainants, jointly and severally, within 2 months from the date of receipt of this order, failing which, entire amount will carry the interest @ 10 % per annum from today i.e. date of pronouncement, till its realisation.

3. Renu Aggarwal W/o Bhanu Aggarwal v. Director, Christian Medical College and Hospital and others, 2016 Indlaw NCDRC 689.

Facts: The complainant, Renu Aggarwal was initially operated by Professor Mary Abraham for ectopic pregnancy on 04-10-2010 and discharged on 12-10-2010 from CMC, Ludhiana (OP1). Thereafter, she approached OP-hospital for persistent pain in abdomen. The second operation was performed by a team of doctors. Second
emergency operation was performed by the team of doctors on 25-10-2010. It was for removal of foreign body and resection of bowel. The team of doctors performed the resection anastomosis of intestine and the patient was discharged on 08-11-2010. Therefore, alleging medical negligence, the complainant filed complaint before the State Commission against OPs praying compensation of Rs.40,00,000/- for medical negligence. The instant first appeal is filed by Smt. Renu Aggarwal, the complainant, against the order dated 27-08-2015 of Punjab State Consumer Disputes Redressal Commission (hereinafter referred to as State Commission) in the Consumer Complaint No.60 of 2011 whereby the State Commission awarded compensation of Rs.3,00,000/- for the gross negligence committed by the team of doctors at OP1 i.e. Christian Medical College, Ludhiana.

Issue: Whether there was a deficiency of service by the Opposite Parties (Doctors of the Hospital)

Decision: This appeal was filed for enhancement of compensation. The relevant facts in brief to dispose of this appeal are that it was settled law that hospital is vicariously liable for the acts of the doctors. The OP1 is vicariously liable for the act of late Dr. Mary Abraham. This view dovetails from the judgment of Hon'ble Apex Court in Savita Garg Vs. National Heart Institute, (2004) 8 SSC 56 2004 Indlaw SC 845, it was also followed in case of Balram Prasad v. Kunal Saha, (2014) 1 SCC 384 2013 Indlaw SC 696. Therefore, considering the facts and circumstances of instant case, the first appeal and modify the order of the State Commission as to enhance the compensation from Rs.3,00,000/- to Rs.6,00,000/-. Accordingly, the OP-1 is directed to pay Rs.6,00,000/- to the complainant, within four weeks from the date of receipt of copy of this order, otherwise, it will carry interest at the rate of 9% per annum, till its realisation. Appeal was disposed of.

Real Estate: Deficiency of Service- Failing to handover possession of flat within 36 months from the date of commencement of construction.


Facts: The complainant booked a residential flat in a project namely "Parsvnath Privilege", which the opposite was to develop in Greater Noida and a Flat Buyer Agreement was executed between the parties on 17.07.2007. The booking was made on 01.05.2006 against payment of Rs.10 Lakhs. As per the terms and conditions agreed between the parties, the possession was to be delivered within 36 months from the date commencement of construction of the particular block in which the flat to be located, on receipt of requisite approvals including sanction plan, environment clearances etc. The grievance of the complainant is that the construction of the flat booked by him is far from complete and when he visited the site he found not a single worker employed at the site and was informed that the builder has stopped the construction work. Being aggrieved from failure of the opposite party to deliver upon its promise the complainant files a case. Since the developer failed to deliver possession of the flats to them, they approached the Commission seeking refund of the amount paid by them along with interest and compensation etc.

Issue: Whether there was deficiency in service by the opposite party i.e. Parsvnath Developers Limited in handing over the possession of flat within 36 months from the date of commencement of construction.

Decision: The complaint was disposed of with a direction to the opposite party that it was a deficiency in service by the builder and he had to refund the entire amount received by it from the complainant along with compensation to him in the form of simple interest @ 18% per annum from the date of each payment till the date on which the said refund along with compensation in the form of interest is paid. The payment in terms of this order shall be made by the opposite party within three months from today failing which the complainant shall be entitled to seek execution of this order in accordance with law.


Facts: Ms. Devikarani Rao Nallamala, widow of Late Mr. Nallamala Radhakrishna Rao, aged about 72 years, the complainant, had filed the petition against builder Emaar Hills Township Land Ltd. She applied for a 3-BHK apartment bearing No. BH EXCL TB-F07-B1-02/B2, the unit in Tower B, Floor 7, Core B1, Unit No. 2, Unit Type B2 with an approximate super built up area of 2723.13 sq. ft., for a total consideration of 1,93,89,597/- on 12.07.2008. She paid the first instalment in the sum of 19,38,960/- on 26.07.2008. She entered into an agreement with Emaar
On 18.10.1979, vide his Application No. 36056, the Complainant had got himself registered with the Delhi Development Authority (DDA) for allotment of a flat under the ‘New Pattern Scheme, 1979’. He deposited the registration amount of Rs. 4500/-. His Priority Number was 32919. After 23 years of registration, on 31.05.2002, the draw of lots for allotment of Middle Income Group (MIG) flats was held by the DDA for the applicants with Priority Nos. 32416 to 34055. The Complainant found that his Priority Number was not included in the draw held, as neither his name nor priority number figured in the result list for the said draw. Responding to his representations dated 13.06.2002 and 04.07.2002, the DDA included his name in the next draw held on 05.07.2002, and allotted an MIG flat, bearing No. 74, Pocket-E, Sector-17, Dwarka, Phase-II, vide Demand-cum-Allotment letter dated 01.08.2002/09.08.2002, on cash down payment of Rs. 8,80,232/-. Since, according to the Complainant, even the basic amenities were missing in Pocket-E; the flat allotted had locational disadvantages and above all, the draw was not meant for the Registrants in his category, vide his letters dated 22.08.2002 and 05.09.2002, he requested the DDA to include his name in the next draw for allotment of another flat, in the category he was entitled to. The request was rejected by the DDA and the same was intimated by it to the Complainant, vide DDA’s letters dated 07.01.2003 and 10.02.2003.

After protracted correspondence between the parties, on 19.11.2004, the DDA cancelled the allotment of the flat allotted to the Complainant. He alleging deficiency in service on the part of the DDA in not including his name in the draw of lots held on 31.05.2002 and not allotting the flat in the phase/sector, where the allotments to the applicants, having priority number just preceding and succeeding to him, were made, the Complainant filed a Complaint, being Complaint Case No. 203 of 2005, before the District Forum. The Complainant, inter-alia, prayed for a direction to the DDA to allot to him a MIG flat in phase/sector in which flats were allotted to the priority numbers just preceding and succeeding to his priority number, in the draw held on 31.05.2002, by restricting its cost as charged from the allottees in the said draw and to pay him a compensation of Rs. 5,00,000/- towards mental shock, agony, huge loss and injury suffered by him.

**Issue:** Whether there was deficiency in service by the opposite party in handing over the possession of flat.

**Decision:** It was held that there was deficiency of service by the builder and he was directed to pay the amount which was paid by the complainant along with interest @10% simple interest from the dates of deposits till its realization. There shall be no order as to costs.

6. **M. S. Tewari v. Delhi Development Authority, Through its Vice Chairman, New Delhi, 2016 Indlaw NCDRC 704.**

**Facts:** On 18.10.1979, vide his Application No. 36056, the Complainant had got himself registered with the Delhi Development Authority (DDA) for allotment of a flat under the ‘New Pattern Scheme, 1979’. He deposited the registration amount of Rs. 4500/-. His Priority Number was 32919. After 23 years of registration, on 31.05.2002, the draw of lots for allotment of Middle Income Group (MIG) flats was held by the DDA for the applicants with Priority Nos. 32416 to 34055. The Complainant found that his Priority Number was not included in the draw held, as neither his name nor priority number figured in the result list for the said draw. Responding to his representations dated 13.06.2002 and 04.07.2002, the DDA included his name in the next draw held on 05.07.2002, and allotted an MIG flat, bearing No. 74, Pocket-E, Sector-17, Dwarka, Phase-II, vide Demand-cum-Allotment letter dated 01.08.2002/09.08.2002, on cash down payment of Rs. 8,80,232/-. Since, according to the Complainant, even the basic amenities were missing in Pocket-E; the flat allotted had locational disadvantages and above all, the draw was not meant for the Registrants in his category, vide his letters dated 22.08.2002 and 05.09.2002, he requested the DDA to include his name in the next draw for allotment of another flat, in the category he was entitled to. The request was rejected by the DDA and the same was intimated by it to the Complainant, vide DDA’s letters dated 07.01.2003 and 10.02.2003.

After protracted correspondence between the parties, on 19.11.2004, the DDA cancelled the allotment of the flat allotted to the Complainant. He alleging deficiency in service on the part of the DDA in not including his name in the draw of lots held on 31.05.2002 and not allotting the flat in the phase/sector, where the allotments to the applicants, having priority number just preceding and succeeding to him, were made, the Complainant filed a Complaint, being Complaint Case No. 203 of 2005, before the District Forum. The Complainant, inter-alia, prayed for a direction to the DDA to allot to him an MIG flat in phase/sector in which flats were allotted to the priority numbers just preceding and succeeding to his priority number, in the draw held on 31.05.2002, by restricting its cost as charged from the allottees in the said draw and to pay him a compensation of Rs. 5,00,000/- towards mental shock, agony, huge loss and injury suffered by him.

**Issue:** Whether there was deficiency in service by the opposite party DDA

**Decision:** The Petition was allowed; the orders passed by the Fora were set aside and the DDA was directed to deliver a peaceful and vacant possession of flat No. 84, Pocket 2, Sector 12 Dwarka, New Delhi to the Complainant on his making payment of the total cost of flat (Rs. 31,52,916/-), as demanded in terms of Demand-cum-Allotment letter No. 77626, dated 13.07.2010-19.07.2010, within two months of the receipt of a copy of this order. Since, admittedly, the flat has remained unoccupied throughout, the DDA shall ensure that it is in a perfect habitable condition, at the time of delivery of its physical possession, on a mutually agreed date and time. The Revision Petition stands disposed of in the above terms, with no order as to costs. Petition was allowed.
Insurance: Deficiency in repudiating claim in Accident Insurance Policy.


Facts: Late Shri Rohit Ahuja, husband of the petitioner/complainant obtained a cash credit card from the G E Countrywide Consumer Financial Services Ltd., opposite party No.3 in the complaint. As per the scheme of the said card, in the event of the card holder dying before the payment of the arrears outstanding against him, the same were to be paid by the insurer and a further sum of Rs.3,00,000/- was payable to his legal heirs. The deceased died in an accident on 24.4.2009. An amount of Rs.16,821/- being outstanding against him, in the said card. The aforesaid amount was paid by the insurer but the accidental benefit amount of Rs.3,00,000/- was not paid. Being aggrieved, the complainant approached the concerned District Forum by way of a complaint, impleading the insurer as well as the G E Countrywide Consumer Financial Services Ltd. as opposite parties.

Issue: Whether insurance company had committed any deficiency in repudiating claim on accident insurance policy

Decision: The Commission, relying upon Medical Literature produced by appellant, held that deceased was under intoxication as a result of consumption of alcohol found in his blood sample, making him ineligible to benefits of double accident policy. Purpose of prohibiting driving after consuming liquor beyond prescribed quantity is to ensure that driver does not commit an accident on account of effect of liquor. Purpose of insurer behind excluding cases of accident when insured is under influence of intoxicating liquor is to ensure that consumption of liquor does not lead or contribute to happening of accident in which insured dies or injured. Therefore, consumption of liquor beyond a safe limit must necessarily disqualify insured from getting benefits of insurance policy taken by him. Thus Commission was of opinion that, if a person is found to have consumed more than 103.14 mg of alcohol/100 ml of his blood, which is position in case before us, it would be reasonable to say that he was under influence of intoxicating liquor at time he died or got injured. In case insured was under influence of intoxicating liquor at time of the accident and policy does not require any nexus to be shown between case of accident and consumption of liquor. It can hardly be disputed that deceased having 120 mg of alcohol per 100 ml of his blood was clearly under influence of intoxicated liquor when accident, in which he died took place. Therefore, insurer was not liable to make any payment to complainant in terms of policy applicable to cash card taken by her husband. Therefore, no ground for interfering with impugned order was made out. Revision petition was dismissed.

8. Pawan Kumari Wd/o Late Kishan Babu v. Life Insurance Corporation of India, Through Branch Manager, Mahowa and another, 2016 Indlaw NCDRC 724.

Facts: Kishanbabu Shivhare was murdered on 21.3.1995 in a property dispute with some persons in his area. The petitioner filed claim under the three policies to the LIC for getting the sum insured, along with accidental benefit and bonus. On the failure of the LIC to pay the claim, the consumer complaint was filed before the State Commission. During the proceedings before the State Commission, the LIC filed their written statement stating that they had already approved death claim along with bonus payable under the said policies and the same had been offered several times for payment to the complainant, but she avoided receiving the same. The LIC took the stand that the claimant was not entitled to the ‘accident benefit’ under the policies because it was a “death due to murder” and not a case of ‘accidental death’. The State Commission observed in the impugned order that the sum insured including bonus, amounting to Rs. 11,26,332/- had already been released to the petitioner by the Insurance Co. on 16.11.2000. The State Commission ordered that simple interest should be paid on the said amount @ 9% p.a. for the period 28.11.1998 to the date of payment, i.e., 16.11.2000. The State Commission also held that the petitioner was not liable for accidental claim separately as compensation. Being aggrieved with this order, the petitioner was before National Commission by way of the present two appeals. During hearing, the learned counsel for the appellant argued that the appellant was entitled to get the benefit of accidental claim as well, because under the terms and conditions of the policy, “murder” came under the definition of accident.
Issue: Whether there is deficiency in repudiating claim in Life Insurance Policy

Decision: The two appeals were allowed and a direction was given to the LIC to provide accident benefit under the three policies to the appellant in addition to the grant of other benefits allowed by the State Commission. The State Commission vide impugned order had granted simple interest @ 9% per annum on the payment made already to the appellant w.e.f. 28.11.1998, i.e., the date on which the complaint was filed. The interest on the amount of accident claim shall also be paid @ 9% per annum w.e.f. 28.11.1998 till realisation. There shall be no order as to costs. Both the Appeals were allowed.

Deficiency in service by the Air India Airline

9. Station Manager, Air India, Aizawl v. Dr. K. Vanlalzami D/o K. Lalthanmawia, 2016, Indlaw NCDRC 710.

Facts: The complainant, Dr. K. Vanlalzami, is a student at Dr. S. N. Medical College, Jodhpur, Rajasthan, pursuing her M. D. degree. She booked Air India flight no. AI23 for 08.01.2015 with PNR YVW1 for undertaking journey from Lengpui airport, Aizawl to New Delhi. The flight was scheduled to depart at 2.20 pm on 08.01.2015 from Lengpui Airport for Kolkata, from where the passenger was to take flight to Delhi. It has been stated that the said flight was rescheduled for departure at 4.15 pm on that very day, and the passengers including the complainant were duly informed through messages. The complainant arrived at Lengpui airport at 3.15 pm, i.e. one hour before the rescheduled time of departure, but she was told that the counter had already been closed, as the flight was overbooked. As a result, the complainant was prevented from boarding the train from Delhi to Jodhpur of the same date. The complainant was asked by the Air India to arrange her own flight on future date, but following protest made at the spot, she was rescheduled to fly from Silchar on 13.01.2015, saying that no flights were available from Lengpui airport before 20.01.2015. The complainant had to incur extra expenditure for stay at Aizawl and in commuting to Silchar. It has, further, been alleged in the complaint that she was issued an open ticket for travel from Silchar to Kolkata and then to Delhi on 13.01.2015, as a result of which, no seat was allotted to her. She was subjected to harassment by the staff at Silchar and then at Kolkata, as they objected to her check-in, saying that no seat had been allotted to her. The complaint alleged that she was put to a lot of hardship, stress, tension and inconvenience, because of the failure of Air India to ensure that she could travel as per the booking made with them. The complainant sent a legal notice also on 13.02.2015, which was ignored by the Air India. The complainant filed the consumer complaint in question, claiming an amount of Rs. 2 lakhs as damages and compensation. The District Forum allowed the complaint, vide their order dated 15.12.2015 and held the Air India liable to pay a compensation of Rs. 1 lakh for preventing the complainant from travelling from Lengpui airport on 08.01.2015. Being aggrieved from the order, the opposite party, Air India, filed an appeal before the State Commission, which was dismissed vide impugned order. Being aggrieved, the opposite party Air India filed before National Commission by way of the present revision petition. This revision petition had been filed against the impugned order dated 24.02.2016, passed by the Mizoram State Consumer Disputes Redressal Commission, Aizawl (hereinafter referred to as “the State Commission”) in First Appeal No. 1 of 2016, Station Manager, Air India vs. Dr. K. Vanlalzami, vide which, while dismissing the said appeal, the order passed by the District Consumer Disputes Redressal Forum, Aizawl, dated 15.12.2015, in Consumer Complaint No. 11/2015, was confirmed.

Issue: Whether there was deficiency in service by the Air India Airlines

Decision: It was held that the opposite parties were negligent in providing service to the complainant, for which, they were liable to pay suitable compensation to her. As per the guidelines issued by the Director General of Civil Aviation are concerned, it is an admitted case of the opposite party that they never took this plea before the District Forum. Moreover, looking at the facts and circumstances of the case, in which a professional student had to wait for as many as five days to get the next flight and that also from a distant place, it is quite apparent that she deserves to be properly compensated. Further, the complainant missed her train also for travel from Delhi to Jodhpur and she had to take another ticket for the said journey. Considering the overall circumstances of the case, the compensation awarded to her by the District Forum, duly confirmed by the State Commission is quite
appropriate and no change was called for in the same. It is held, therefore, that the impugned order passed by the State Commission and the order passed by the District Forum do not suffer from any illegality, irregularity or jurisdictional error on any account and the same was upheld. The revision petition was ordered to be dismissed, with no order as to costs.

Deficiency in Service by the Bank


Facts: Mr. Ramesh Kalyan Durg and his wife, Mrs. Syamala Vellala took loan from the Citibank, the OPs in this case. They had given a security of their sale deed and link documents of the house. The said sale deed along with link documents were misplaced. The bank made frantic efforts to search the said documents but to no avail. It clearly goes to show that the bank was terribly remiss in the discharge of its duty. The State Commission also held that the complaint was allowed and directing the opposite parties to pay compensation of Rs.10,000/- for the negligence and deficiency in service in not returning the original documents and also to execute an indemnity bond for the value of the property of Rs.10 lakhs to indemnity the loss in case the original documents are misused by any person by depositing the same to secure loan from any creditor or financier. The opposite parties are also directed to pay litigation costs of Rs.5,000/-. Compliance to be made within four weeks from the date of receipt of the order.

Issue: Whether there was deficiency of service by the CITI bank in not returning and misplacing the other original documents of the customer.

Decision: The complainant was given compensation in the sum of Rs.1,00,000/- by demand draft in the name of Ramesh Kalyan Durg by the bank. Secondly, a public notice was also published by the bank in “Times of India” and “Eenadu” (State Edition). The amount of publication was paid by the bank. That was done within 15 days. Otherwise it would carry penalty of Rs.100/- per day till the needful is done. Thirdly, the bank would get a certified copy of the sale deed and link documents with the help of the complainants and all the expenses were borne by the bank. The complainants would approach them within a period of 15 days and the needful would be done within 60 days otherwise penalty of Rs.100/- per day shall be imposed upon the bank. Fourthly, if in future the complainants suffer the loss due to loss of the said documents the bank will be liable to compensate the complainant. The bank will lodge an FIR with the police station immediately. The appeal was disposed of.


Facts: The complainant is a statutory authority set up under the Provisions of Mumbai Metropolitan Region Development Authority Act, 1974. The said complainant invited quotations from Banks for investment of the surplus funds to the extent of Rs. 800 crores for a period of one year. In response to the said notice, the opposite party namely Dena Bank (’Bank’) offered interest @ 9.99% per annum for a Fixed Deposit of Rs. 350 crores for a period of 366 days. Thereupon, the complainant transferred a sum of Rs. 350 crores to the bank through RTGS on 19.03.2014. Vide letter dated 19.3.2014, alleged to have been sent by Fax, the bank was requested to issue Term Deposit Received for Rs. 350 crores. On 21.3.2014, an additional sum of Rs. 1.50 crores was transferred by the complainant to the Bank through RTGS and the bank was requested to issue the Fixed Deposit Receipt in the name of the complainant. The said letter dated 21.3.2014 is also alleged to have been sent by Fax. The bank issued 45 Fixed Deposit Receipts. The complainant received a letter dated 05.7.2014 from the Sr. Inspector of Police, EOW, Unit-I, CB,CID, Mumbai informing it that a fraud had been committed in respect of its Fixed Deposits with the bank and an amount of Rs. 45 crores had been siphoned off. When the complainant contacted the bank to ascertain the status of the said Fixed Deposit Receipts, it was informed that the said Fixed Deposit Receipts were not original. Vide letter dated 10.7.2014, the bank informed the complainant that they had found that an overdraft account had been opened in its name and in the said overdraft account there was an outstanding of Rs. 45.23 crores against the fixed deposits. It was further stated in the said letter dated 10.7.2014, that the original Fixed Deposit Receipts duly discharged by the complainant were held by the Branch and the matter
of creation of overdraft had been referred to the CBI for investigation. Vide letter dated 15.7.2014, the Bank forwarded the copies of the documents relating to the opening of the overdraft account and grant of the loan against the Fixed Deposit Receipts to the complainant. The complainant reiterated to the bank that it had not applied for grant of any overdraft facility nor had it collected the cheque book from the bank. The bank was also asked to authenticate the Fixed Deposit Receipts which were in the possession of the complainant. The complainant handed over all the 45 Fixed Deposit Receipts of Rs. 351.50 crores to the bank, vide letter dated 28.11.2014. On 02.1.2015, the bank informed the complainant that the signature on the said Fixed Deposit Receipts did not match with the signature of the bank officer. On maturity of the Fixed Deposit Receipts, the bank has refused to pay the proceeds to the complainant on the ground that the Fixed Deposit Receipts in the custody of the complainant were forged documents, whereas the bank required genuine Fixed Deposit Receipts issued by it, before it could pay the maturity amount of the Fixed Deposits to the complainant. The bank also sought to adjust from the proceeds of the Fixed Deposits, the amount outstanding in the overdraft account opened in the name of the complainant MMRDA. Being aggrieved, the complainant is before National Commission, seeking relief.

**Issue:** Whether there was deficiency of service by the DENA bank

**Decision:** It was held that there was deficiency in service by the bank. The opposite party, Dena Bank was directed to pay the entire principal amount of Rs. 351.50 crores to the complainant along with the interest applicable to the said Fixed Deposit Receipts from time to time; It was also directed to pay the principal amount of Rs. 1,25,82,82,737/- to the complainant along with the interest applicable to the said Fixed Deposit Receipts from time to time; the payment in terms of this order shall be made within six weeks from today; the fixed deposits made by the complainants with the opposite party shall stand discharged and paid, on payment in terms of this order; the forged Fixed Deposit Receipts available with the complainants shall be delivered to the opposite party, at the time of payment in terms of this order; the parties shall bear their respective costs of the complaint.

**Telecom: Call drops**


**Facts:** A group of appeals were filed by various telecom operators who offer telecommunication services to the public generally. Various writ petitions were filed in the Delhi High Court challenging the validity of the Telecom Consumers Protection (Ninth Amendment) Regulations, 2015, notified on 16.10.2015, (to take effect from 1.1.2016), by the Telecom Regulatory Authority of India. The aforesaid amendment was made purportedly in the exercise of powers conferred by Section 36 read with Section 11 of the Telecom Regulatory Authority of India Act, 1997. By the aforesaid amendment, every originating service provider who provides cellular mobile telephone services is made liable to credit only the calling consumer with one rupee for each call drop (as defined), which takes place within its network, up to a maximum of three call drops per day. Further, the service provider is also to provide details of the amount credited to the calling consumer within four hours of the occurrence of a call drop either through SMS/USSD message. In the case of a post-paid consumer, such details of amount credited in the account of the calling consumer were to be provided in the next bill. Thus the Telecom Consumers Protection (Ninth Amendment) Regulations, 2015 on Quality of Service Regulations, 2009, Penalty for Call drop-TRAI notified 2015 Regulation whereby, every originating service provider who provides cellular mobile telephone services is made liable to credit only the calling consumer (and not the receiving consumer) with one rupee for each call drop (as defined), which takes place within its network, up to a maximum of three call drops per day. Assailing validity of said 2015 Regulation, several writ petitions were filed by telecom operators before High Courts. However, High Courts held that power vested in TRAI U/s. 36(1) to make regulations is wide and pervasive, and that as there could be no dispute that 2015 Regulation was made to ensure quality of service extended to the consumer by service provider, it would fall within S. 36(1) read with S. 11(1)(b)(v) of the Act. Further, it was also held by High Courts that the 2% standard imposed by 2009 Regulation is distinct and...
different from compensation provided to consumers for dropped calls under 2015 Regulation. High Court vide impugned judgment, validity of 2015 Regulation was upheld and dismissed writ petitions. Hence, the appeal before the Hon’ble Supreme Court was filed.

**Issue:** Whether TRAI notification 2015 Regulation on Call drops was valid & upheld

**Decision:** Thus it was held that, 2015 Regulation is not referable to S.11(1)(b)(i) and (v) of the Act in as much as it has not been made to ensure compliance of the terms and conditions of the licence nor has it been made to lay down any standard of quality of service that needs compliance. Further, in attempting to protect the interest of the consumer of the telecom sector at the cost of the interest of a service provider who complies with the leeway of an average of 2% of call drops per month given to it by another Regulation, framed U/s. 11(1)(b)(v) of the Act, the balance that is sought to be achieved by the Act for the orderly growth of the telecom sector has been violated. Hence, impugned regulation does not carry out the purpose of the Act and is ultra vires the Act. Further, as per technical paper dt.13-11-2015 issued by TRAI, average of 36.9% could be call drops owing to fault of consumer. Under such scenario, the very basis of 2015 Regulation is destroyed as the Regulation is based on the fact that the service provider is 100% at fault. Under the 2015 Regulation, service provider is made to pay for call drops that might not be attributable to his fault, and the consumer receives compensation for a call drop that could be attributable to the fault of consumer himself, and that makes 2015 Regulation a regulation framed without intelligent care and deliberation. Further, 2009 Regulation and 2015 Regulation, both were made U/s. 11(1)(b)(v) of the Act and both deal with same subject matter i.e., call drops and both are made in the interest of the consumer. If an average of 2% per month is allowable to every service provider for call drops, and all service providers, short of Aircel, and that too in a very small way, have complied with the standard, then penalizing a service provider who complies with another Regulation framed with reference to same source of power would be manifestly arbitrary and would render Regulation violative of Arts. 14 and 19(1)(g) of the Constitution. Further, 2009 Regulation and 2015 Regulation has to be read together as part of a single scheme in order to test the reasonableness thereof. The countervailing advantage to service providers by way of allowance of 2% average call drops per month, that was granted under 2009 Regulations, could not have been ignored by 2015 Regulation so as to affect the fundamental rights of the appellants, and having been so ignored, 2015 Regulation is arbitrary and unreasonable. Further, mandatory penalty is payable by service provider for call drops that might take place which are not due to its fault, and could be due to the fault of the recipient of the penalty, and so, the same is violative of Arts. 14 and 19(1)(g) of the Constitution. Hence, appeals are allowed and impugned judgment of Delhi High Court is set aside and 2015 Regulation is declared ultra vires of TRAI Act and violative of appellant’s fundament rights as enshrined U/arts. 14 and 19(1)(g) of the Constitution. Appeals disposed of.
BOOKS AND ARTICLES ALERT!

New Books at NLSIU Library:
22. Ng Sharon and Ang Y Lee ‘Handbook of culture and consumer behavior’ Oxford University Press, 2015.

New Article at NLSIU Library:
WEB ALERT!

CENTRAL DRUGS STANDARD CONTROL ORGANIZATION
http://www.cdsco.nic.in

The Central Drugs Standard Control Organization (CDSCO) is the Central Drug Authority for discharging functions assigned to the Central Government under the Drugs and Cosmetics Act. CDSCO has six zonal offices, four sub-zonal offices, 13 port offices and seven laboratories under its control. Vision of the Central Drugs Standard Control Organization is to protect and promote public health in India. Mission is to safeguard and enhance the public health by assuring the safety, efficacy and quality of drugs, cosmetics and medical devices. Values to achieve the mission and mandate of the cdasco we will strive to act with transparency, accountability, punctuality, courtesy, openness, responsiveness, professionalism, impartiality, consistency, integrity and truthfulness.

Strategies

✓ Initiate in framing of rules, regulations and guidance documents to match the contemporary issues in compliance with the requirements of Drugs & Cosmetics Act, 1940 and Rules, 1945.
✓ Facilitate in Uniform implementation of the provisions of the Drugs & Cosmetics Act, 1940 and Rules, 1945.
✓ Function as Central license Approving Authority under the provisions of Drugs and Cosmetics Act, 1945 and Rules, 1945.
✓ Collaboration with other similar international agencies.
✓ Providing training to the Indian regulatory personnel.

Functions

Under the Drug and Cosmetics Act, the regulation of manufacture, sale and distribution of Drugs is primarily the concern of the State authorities while the Central Authorities are responsible for approval of New Drugs, Clinical Trials in the country, laying down the standards for Drugs, control over the quality of imported Drugs, coordination of the activities of State Drug Control Organisations and providing expert advice with a view to bring about the uniformity in the enforcement of the Drugs and Cosmetics Act.

Drug Controller General of India is responsible for approval of licenses of specified categories of Drugs such as blood and blood products, I. V. Fluids, Vaccine and Sera.

Central Drugs Testing Laboratories

✓ National List Of Approved Testing Laboratories
✓ Certificate of Accreditation from National Accreditation Board for Testing and Calibration Laboratories (NABL)

FAQ – BLOOD BANK SECTION

1. What is blood bank?

Blood bank means a place or organization or unit or institute or other arrangements made by such organization, unit or institution for carrying out all or any of the operations for collection, apheresis, storage, processing and distribution of blood drawn from donors and/or for preparation, storage and distribution of blood components.

2. What is apheresis?

Apheresis is the process by which blood drawn from a donor, after separating plasma or platelets, or leucocytes, is re-transfused simultaneously into the said donor.

3. Is the licence required to run a blood bank?

Yes, licence is required to run a blood bank. Without licence to run a blood bank is an offence under Drugs & Cosmetics Act, 1940 & Rules made thereunder.

4. What are the documents required for grant of licence to operate a blood bank & where to apply?

a) Application in Form 27-C with required fees. b) Plan of Premises c) Copies of certificates relating to the educational and experience of the all the technical staff d) SBTC Approval e) Documents relating to
5. What is the fee required to open a blood bank?
Total Rs. 7500/- is required to open a blood bank where Licence fee of rupees Six thousand and an inspection fee of rupees one thousand and five hundred.

6. Who all are the competent technical staffs required for a blood bank?
Every blood bank shall have following categories of whole time competent technical staff:- Medical Officer:- Postgraduate degree in Medicine M.D (Pathology/Transfusion Medicines); or M.B.B.S with diploma in pathology or Transfusion Medicines having adequate knowledge in blood group serology, blood group methodology and medical principles involved in the procurement of blood and/or preparation of its components; or M.B.B.S having experience in blood bank for one year during service and also has adequate knowledge and experience in blood group serology, blood group methodology and medical principles involved in the procurement of blood and/or preparation of its components.

Blood Bank Technician(s) possessing:- Degree in Medical Laboratory Technology (M.L.T) with six months’ experience in the testing of blood and/or its components; or Diploma in Medical Laboratory Technology (M.L.T) with one year’s experience in the testing of blood and/or its components Registered nurse(s);

Technical Supervisor:-(where blood components are manufactured), possessing:- Degree in Medical Laboratory Technology (M.L.T) with six months’ experience in the preparation of blood components; or Diploma in Medical Laboratory Technology (M.L.T) with one year experience in the preparation of blood components;

7. What is Form-27C?
Application for grant/renewal of licence for the operation of a blood bank for processing of whole blood and/or preparation of blood components.

8. What is Form-28 C?
It is a Licence to operate a blood bank for collection, storage and processing of whole human blood and/or its components for sale or distribution.

9. What is Form- 26 G?
Certificate of renewal of licence to operate a Blood Bank for processing of Whole Human Blood and/or* for preparation for sale or distribution of its component.

10. What do you mean by SBTC?
State Blood Transfusion Council. It is required only for blood banks run by charitable trust/voluntary organization.

11. What is the Validity of blood bank license?
A license is Valid for a period of five years from the date on which it is granted or renewed.

12. What is Umbilical cord blood bank?
Umlical cord blood bank is a place or organization or unit for carrying out and responsible for operations of collection, processing, testing, banking, selection and release of cord blood units.

13. What is Form 27-F.?
It is the application for grant/renewal of licence for collection, processing, testing, storage, banking and release of umbilical cord blood stem cells.

14. What is Form 26-J.?
It is certificate of renewal of licence for collection, processing, testing, storage, banking and release of umbilical cord stem cells.

15. What is Form 28-F.?
It is the licence to collect, process, test, store, banking and release of umbilical cord blood stem cells.

CONTACT US
Central Drugs Standard Control Organization
Directorate General of Health Services
Ministry of Health and Family Welfare
Government of India
FDA Bhavan, ITO, Kotla Road, New Delhi -110002
Phone:91-11-23216367(CDSCO)/ 23236975
Fax: 91-11-23236973
E-mail:- dci@nic.int
ABOUT THE JOURNAL

The Chair on Consumer Law and Practice is established by the Ministry of Consumer Affairs, Food & Public Distribution, Department of Consumer Affairs, Government of India, New Delhi at NLSIU, Bengaluru. It has come out with an International Journal entitled “International Journal on Consumer Law and Practice” under the aegis of Prof.(Dr.) Ashok R. Patil, Chair Professor, Chair on Consumer Law & Practice, NLSIU. It is an annual peer reviewed journal which seeks to provide a forum for engaging in discussions on varied issues of National and International issues on Consumer Protection Laws. Following the fourth successful volume of the Journal and in continuance of the endeavor to encourage academic discourse and legal scholarship, the Board of Editors invites submissions for the fifth volume. The journal welcomes contributions from academicians, practitioners, students of law and allied fields.

Consumer Protection laws are social in nature so it is intended that the journal will not be a just helpful tool to students of Consumer Protection Law and academicians across the country, but it is also intended as a source of information for NGOs, Bar & the Bench and layman also. Basic purpose of this journal is to provide recent and relevant information of National and International to the consumers. The articles sought to be published, therefore, must be relevant, up-to-date, and of interest to the all stakeholders.

THE TEAM FOR THE JOURNAL CONSISTS

Prof. (Dr.) R. Venkata Rao, Vice Chancellor of NLSIU as Patron-in-Chief of the Journal, Prof. (Dr.) O.V. Nandimath, Registrar, NLSIU as Patron of the Journal, Prof. (Dr.) Ashok R. Patil, Chair Professor, Chair on Consumer Law and Practice as Chief-Editor of the Journal.

The Editorial Advisory panel comprises of renowned consumer experts like Shri. Hem Kumar Pande, Secretary, Ministry of Consumer Affairs, Government of India, New Delhi; Prof.(Dr.) N.R. Madhava Menon, Founder Director, Hony. Professor, IBA Chair on Continuing Legal Education, NLSIU, Bengaluru; Prof. (Dr.) Vijayakumar, Professor of Law, NLSIU, Bengaluru; Prof.(Dr.) Gurjeet Singh, Dean and Head of Department of Law, Guru Nanak Dev University, Amritsar, Punjab; Prof.(Dr.) Sothi Rachagan, Vice Chancellor, Perdana University, Malaysia; Ms. Amanda Long, Director General, Consumer International, London; Prof. Gail Pearson, Professor of Law University of Sydney, Australia; Prof. Richard Alderman, Dean, Director, Consumer Law Center, University of Houston, Texas USA; Prof.(Dr.) C.Rajashekhar, Chairman, P.G. Department, Karnataka University Dharwad.

CALL FOR PAPERS

The peer-reviewed annual journal “International Journal on Consumer Law and Practice” solicits high quality articles pertaining to National and International Consumer Protection issues. The Chief Editor who provided the strategic guidance to the journal. The Article Review Board, a panel of external peer-reviewers. The Editorial Board, NLSIU is responsible for selecting and editing content as well as contributing occasional notes and comments.

Submissions may be sent to consumerlaw@nls.ac.in, within 31st May, 2017

GUIDELINES

- The Journal firmly believes in the importance of originality of ideas and therefore any material submitted to the Journal should not have been published elsewhere.
- If the submission is under consideration elsewhere, the author should inform the Editorial Board.
- Co-authorship is permitted.
All submissions will be run through anti-plagiarism software and plagiarism in any form will result in instant rejection of the submission.

The decision of the Board of Editors regarding publishing the piece is final and binding.

The Editorial Board shall not be responsible for any material that is libelous or scandalous.

The author shall be presumed to have obtained necessary permissions from cited authors in case a cited work is unpublished.

**SUBMISSION GUIDELINES**

Submissions may be in form of original, unpublished Articles, Essay, Notes, Case Comments, and Book Reviews. All submissions must be accompanied by an abstract of not more than 250 words. The abstract must highlight the importance of the issue, main arguments and the conclusions of the article. The authors must follow the guidelines given below:

**WORD LIMIT**

Word limit varies according to the nature of the contributions. The word limit insisted is exclusive of footnotes/end notes and references.

An **Article** should be between 4,000-5,000 words containing a comprehensive study of the theme indicating the lacunae in the present Consumer Protection Laws with suggestions and recommendations.

An **Essay** is more concise than article specifically dealing with the challenges to the problems consisting between 3,000-4,000 words.

An **Note** shall be on any contemporary issue with concrete analysis from the part of the author along with solutions to the issue and the same shall not exceed 2,500 words.

A **Case Comment** is an analysis of the landmark judgment where the author has to critically deal with the case and put forward his remarks on the issues dealt within. The word limit for case comment is restricted to 2,500-3,000 word.

A **Book Review** where a literary work is criticized on the basis of its content and merit shall not exceed 2,000 words.

**FORMAT**

The body of the contribution should be in Times New Roman, size 12 and in 1.5 spacing. The footnotes and references should be in Times New Roman, size 10 and in single spacing. The citation style must conform to **THE BLUEBOOK: A UNIFORM SYSTEM OF CITATION** (Columbia Law Review Ass’n et al. eds., 19th ed. 2010)

**ABOUT THE AUTHORS**

A small biographical paragraph describing the Name, E-mail address, Postal Address, Contact no., author's position, research interest and recent publication should accompany the manuscript in a covering letter.

**SUBMISSION DETAILS**

All submissions should be made electronically in the form of a MS Word (.doc) file at [consumerlaw@nls.ac.in] and at the same time the authors are requested to send the hard copy along with the CD to the below mentioned postal address. The last date for submission of manuscripts is 31st May 2017. All rights are reserved with the Editorial Board.

**SUBMISSION DETAILS**

Prof. (Dr.) Ashok R. Patil  
Chair Professor  
Chair on Consumer Law & Practice  
(Ministry of Consumer Affairs, Government of India)  
National Law School of India University  
Nagarbhavi, Post Box No. 7201  
Bengaluru-560 242 (old 560 072)  
Karnataka, India.  
Phone: +9180- 23160532/ 23397526  
Fax: +9180-23160534  
Website: www.nls.ac.in  
Email: consumerlaw@nls.ac.in
Post Graduate Diploma in Consumer Laws & Practice

National Law School of India University [NLSIU]
Nagarbhavi, Bengaluru – 560 072

NLSIU invites applications for one year Post Graduate Diploma in Consumer Law & Practice (PGDCLP) - Distance Mode. The PGDCLP draws from the rich insights gained by Chair on Consumer Laws And Practice (CLAP), at the NLSIU, instituted by the Ministry of Consumer Affairs, Food & Public Distribution, Government of India, undertake outreach programmes in the form of workshops, seminars, publications and training programme for academicians, professionals, government official, consumer forum members, and NGOs. The Chair has designed and started Post Graduate Diploma Course in Consumer Law and Practice for discipline of any graduate with a view to strengthening consumer protection in India.

Eligibility for Admission: Graduate Degree in any discipline from an recognized University. The medium of instruction will be English.

Admission Procedure: Candidates intending to enroll for admission shall submit the duly filled in application form along with the attested copies of the Provisional / Degree certificates and the fee prescribed before the last date of admission. Soon after completion of the admission process the confirmation of admission will be sent to the candidates.

Duration: One Academic Year. (*Maximum duration to complete the course is five years)*

Course Papers

Paper I: Introduction to Law & Legal Systems
Paper II: Development of Consumer Protection Law
Paper III: Product Liability and Service Providers Liability
Paper IV: Alternate Dispute Redressal Mechanism
Paper V: Dissertation

Requirements for fulfillment of the Course

✓ Every candidate has to appear for examination in four papers. Each paper carries equal marks.
✓ Candidates are supposed to secure at least 50% marks in each paper.
✓ Every candidate shall work on a Research Project (which will be considered as Paper V)

*Note: Post Graduate Diploma is 1 year course. Every candidate admitted to the course shall pay the prescribed fees at the time of admission. If a candidate is required to continue the course beyond one academic year because of his/her non-fulfilment of the prescribed requirements for the award of the degree, he/she will be permitted to continue for the subsequent two academic years by paying a continuation fee as prescribed for each year. After a period of three years if the candidate is not still able to clear the course he/she may be given an extension of another two years by paying Rs. 5000/- per year for the subsequent two years as extension fee provided he/she should have cleared 50% of the papers (out of the total number of theory papers prescribed). At the end of the fifth academic year if the candidate fails to fulfil all the requirements for the award of the degree, the admission stands automatically cancelled.

EXAMINATION SCHEME

Candidates are expected to write 100 marks in class examination for each paper (I-IV). Annual exams will be held in June. Grading system is followed for evaluation of performance. **Minimum B Grade (50%) is required to pass a paper.** A minimum Cumulative Grade Point Average (CGPA) of 3.00 is necessary to complete the course.

Diploma students are expected to write a Dissertation on the suggested topic for Paper V. The Dissertation would carry 80 marks. Students are expected to take an oral
exam-viva voce, which will be based on the Dissertation they write. The viva voce would carry 20 marks. VIVA VOCE will be held at the respective examination centres from where the candidate will be appearing. Submission of Dissertation is one month before the examination.

**Examination Schedule:** The DED conducts examination twice a year: 1) Annual Examination in the month of June 2) Supplementary Examination in the month of December/January. As of now the examination is held at **Bengaluru, Pune, Delhi & Kolkata.** The address and location of examination centres will be provided in the examination schedule which may be downloaded from the website [ded.nls.ac.in/?page_id=803](http://ded.nls.ac.in/?page_id=803) by April for the Annual examination and by October for the Supplementary examination. The Fee for the course is 13,700/-

Application form can be obtained in person (or) by writing to The Coordinator, Distance Education Department (DED), National Law School of India University (NLSIU) Nagarbhavi, Bengaluru 560 242 (old pin 560 072), Karnataka
T: +91 80 23160524/ 23160529
F: +91 80 23160529
Email: ded@nls.ac.in

**For further details please contact:**
The Coordinator
Distance Education Department (DED)
National Law School of India University (NLSIU)
Nagarbhavi, Bengaluru 560 242 (old pin 560 072), Karnataka
T: +91 80 23160524/ 23160529
F: +91 80 23160529
Email: ded@nls.ac.in

**Note:** The Secretary, Ministry of Consumer Affairs, in its letter no. J-10/1/2-14-CPU dated 12th February 2015 have issued the order that non-judicial members of the District Fora would be encouraged to complete the Post Graduate Diploma Consumer Law and Practice course at National Law School of India University, Bengaluru to the above mentioned distance learning course. The cost for the course would be met by the Ministry of Consumer Affairs, Food and Public Distribution, Government of India. Only the first 100 non-judicial members (first come bases) will be admitted every year until further orders. (letter enclosed)
Dear

The Consumer Protection Act, 1986 provides for a three tier quasi-judicial machinery, popularly known as Consumer Courts, at the District, State & Central levels to provide inexpensive, simple & speedy redressal to consumer disputes. The Consumer Courts include judicial as well as non-judicial members. For effective and efficient discharge of their roles & responsibilities, the non-judicial members should be well conversant with all the aspects of consumer law. It has, however, been observed that the members without law background are not equipped adequately and a need has been felt for their capacity building.

2. The National Law School of India University (NLSIU), Bengaluru launched a course in the year 2011 titled “Post Graduate Diploma in Consumer Law and Practice” (PGDCLP). This is a one year course through distance mode and is aimed at sensitizing people about consumer rights. The diploma is specially designed to meet the needs of those whose education has been in fields other than law and who would like to supplement their education with in-depth knowledge of consumer law.

3. With a view to improving the functioning of the Consumer Courts, especially the District Fora, it has been decided by this Department that, to begin with, all the non-judicial members of the District Fora would be encouraged to complete the above mentioned distance learning course. The cost for undergoing the course would be met by the Ministry and paid directly to NLSIU. Those who successfully qualify could then be given an additional incentive remuneration of Rs. 2000/- per month by the State/UT Govts.

4. I would request you to consider participation of your State/UT in this endeavour and the non-judicial members in the District Consumer Fora in your State/UT be encouraged to undergo the one year PGDCLP through distance mode being conducted by NLSIU.

Yours sincerely,

Sd/-

To,
All Chief Secretaries of the States/UTs.

Copy for information to:
Prof (Dr.) Ashok R. Patil, Chair on Consumer Law and Practice, National Law School of India University, Nagarbhavi, Bangalore-560242.

Keshav Desiraju

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Prof. (Dr.) Ashok R. Patil participated in the International Conference and Competition on Mediation at Salgancar Law College, Miramar, Goa 2nd -5th March 2016.
To,


From

CHAIR ON CONSUMER LAW AND PRACTICE [CLAP]
National Law School Of India University
Nagarabhatti, Bengaluru - 560 072.
Website : www.nls.ac.in   CLAP Website : http://clap.nls.ac.in
E-mail : consumerlaw@nls.ac.in   Fax: 080-23160534