2021 INSC 831

'REPORTABLE'

IN THE SUPREME COURT OF INDIA

CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO. 1065 OF 2021

M/S JANPRIYA BUILDESTATE PVT. LTD. Appellant(s)

VERSUS

AMIT SONI & ORS. Respondent(s)

WITH

CIVIL APPEAL NO. 3768 OF 2020

CIVIL APPEAL NO. 3770 OF 2020

J U D G M E N T

K. M. JOSEPH, J.

1. These appeals are against the common judgment.

2. We take Civil Appeal No. 1065 of 2021 as the lead case.

3. On 09.04.2011, the appellant has purportedly entered into a collaboration agreement with Uppal Housing Private Limited and Umang Realtech Private Limited for development of a group housing project. The appellant owns the land on which the project was contemplated. Following the

collaboration agreement, the appellant also figures as a party in agreement which is styled as a tripartite agreement. The parties to the tripartite agreement are apart from the appellant, the buyer and the developer. It would appear that after the agreement was entered into, a project commenced but it could not be completed as contemplated. This led to a complaint being filed before the National Consumer Disputes Redressal Commission (hereinafter referred to as 'NCDRC' for brevity) under the Consumer Protection Act, 1986 (hereinafter referred to as 'Act' for breavity). This complaint has been allowed by the NCDRC.

4. The complaint of the appellant is that the NCDRC has erred in visiting the appellant also with liability under the Act. It is the case of the appellant that under the collaboration agreement and the tripartite agreement, the appellant has not undertaken any liability *qua* the consumers viz., the flat buyers. It is the case of the appellant that a perusal of the collaboration agreement and the tripartite agreement would make the following position clear.

The appellant was to contribute the land on which the project was to come up. The developer, under the collaboration agreement and the tripartite agreement, was to undertake and complete the project. As between the appellant and the buyer, there is no other obligation which

is undertaken, except, undoubtedly, such obligations as would be necessary for the purposes of conveying title in the land.

5. The contention of the buyers, on the other hand, would appear to be that being a confirming party and having regard to the terms of the agreement, the appellant was rightly made liable by the NCDRC.

6. We may notice the findings which have been entered into by the NCDRC in regard to the appellant which was the II opposite party:

> **"23. Now we address ourselves to the liability of the second Opposite Party. Learned counsel for the second Opposite Party argued that the second Opposite Party is only the owner of the land and an Collaboration Agreement entered into between both the Opposite Parties according to terms of which the rights to sell, transfer and receive payments has been assigned to the first Opposite Party and therefore the second Opposite Party cannot be made liable to refund any amounts received. The contention of the learned counsel that the second Opposite Party should be deleted from the array of parties and no liability can be fastened upon them is totally unsustainable, keeping in view that the Apartment Buyers' Agreement which is subsequent to the Collaboration Agreement is a Tripartite Agreement signed by the first Opposite Party, the second Opposite Party and the Complainant. It is pertinent to note that the second Opposite Party was defined as the 'Confirming Party' in the Apartment Buyer's Agreement dated 17.08.2012, it is relevant to mention that a consideration of Rs.24,81,00,000/- towards non-refundable security deposit was paid by the first Opposite Party to the second Opposite Party towards the subject land. For better understanding of the revenue shared by both the Opposite Parties, Clauses 4.1 of the Collaboration Agreement are reproduced as hereunder:**
>
> > **"4.1 In consideration of the contribution of the**

> **Project Land by the Land Owner for execution of the Project and granting the rights to the Developer for development of the Project Land and the Developer bearing the costs, expenses and responsibility of execution of the Project including discharge of the respective obligations by the Parties under this Agreement and UHPLand the Land Owner agreeing to the suppression of the Original Agreement, the Gross Revenue received/realized shall be shared between the Parties in the ratio mentioned herein below:**
>
> **1. Land Onwer: 12.5%**
> **2.<><>**
>
> **At the cost of repetition, having signed the Tripartite Agreement as a Confirming Party and when the Collaboration Agreement is mentioned in the Apartment Buyers' Agreement, we are of the considered view that both the Opposite Parties are jointly and severally liable to pay the amounts received. Any other arrangement is only inter se between the Opposite Parties and shall not bind the Complainants."**

The NCDRC allowed the complaint and directed the developer and the appellant to return the amount deposited by the complainants with interest.

7. Now the time has arrived for a closer look at the Collaboration Agreement. The relevant clauses would appear to us to be the following:

> **"2.1 The Developer shall develop the Project on the Project Land at its own costs and expense, comprising of residential units/flats/group housing, etc., as may be decided by the Developer, duly supported with parking areas and Common Amenities and for services like power supply, water supply, drainage and sanitation, fire fighting facilities, security systems, etc. in accordance with the sanctioned layout/Building plans and compliance of Applicable Laws.**

3.1 The parties have agreed to develop the Project on the Project Land in collaboration where under:

(i) the Land Owner shall provide the vacant physical possession of the Project Land free from all encroachments to the Developer.

(ii) The Land Owner shall obtain the letter of intent and license from the DTCP for development of the Project on the Project Land at the earliest;

(iii) The Developer, at its own cost and arrangements, shall obtain all the Approvals required after the license from the concerned Departments/Authorities, for development of the Project on the Project Land, including the Additional Land, if applicable;

(iv) upon receipt of the requisite sanctions and approvals, as may be required to commence the construction work of the Project, the Developer shall undertake construction and development of the Project at its own cost and expenses and development related risks on the Project Land in accordance therewith and as per the terms and conditions of this Agreement; and

(v) The Land Owner, UHPL and the Developer shall share the Gross Revenue realized from the Project in the ratio as provided hereinafter in this Agreement.

3.8 Within 30 days from the date of execution of this Agreement, the Land Owner shall execute the GPA in favour of the Developer and its Representatives which shall be in the form set forth in Annexure II hereto, authorizing the Developer and its Representatives to do all lawful acts and deeds necessary on their behalf for the development of the Project, deal with the Project Land in accordance with this Agreement and to give effect to this Agreement. It is also agreed that the Land Owner shall sign, execute and deliver all papers, documents, deeds, letters, affidavits, no-objection certificates, authorizations, undertaking and take such other actions as may be required for purposes of construction, development, marketing, transfer and/or sale of the Project and as may be requested by the Developer to consummate more effectively the purposes of subject matter of this Agreement.

5.1 In consideration of the Land Owner granting to the Developer the rights to develop the Project Land alongwith the rights to sell, lease, assign, alienate, transfer, deal with or dispose off the Saleable Area

constructed thereon under this Agreement, the Developer shall pay a sum of Rs.1,50,00,000/- (Rupees One Crore and Fifty Lakhs Only) per acre, which works out to a total of Rs.24,81,00,000/- (Rupees Twenty Four Crores Eighty One Lac only), to the Land Owner as non refundable security deposit ("Security Deposit"). The said Security Deposit shall be paid by the Developer to the Land Owner on or before the receipt of the License from the office of the DTCP.

6.1 The Developer agrees and undertakes to obtain all the Approvals, including but not limited to Sanctioned Building Plans, NOC from Ministry of Environment and Forests, NOC from State Pollution Board, NOC from Airport Authority required to develop the Project and to develop the project on the Project Land in accordance with the Approvals, the Applicable Laws and in accordance with the terms hereof in a manner that maximizes value for both Parties.

9.1 The land owner hereby confirm that:

(i) The Developer shall have the sole right to market, allot, assign, transfer, let, lease or license the entire or any part of the project to the prospective buyers/transferees. The Land Owner shall provide full co-operation and assistance in this regard and undertake not to cause any interruption in the same.

(ii) The Land Owner hereby authorize the developer to sign/execute sign register the tripartite/other agreements on behalf of the Land Owners and the land owners shall execute/register appropriate GPA in favour of the developer providing such authorization in respect hereof.

(iii) The Developer shall have the right to collect and receive the gross revenues in the Project Account.

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1.1 The Parties hereby agree that the entire marketing and sale of the Project shall be done by the Developer. The Developer shall, in its sole and absolute discretion, decide the name and branding of the Project.

14.3 Development and sale of Project being responsibility of the Developer, the Developer shall be liable to indemnify and hold harmless the Land Owner from and against any and/or all losses, liabilities, claims, costs, charges, actions,

proceedings or third party claims, damages, including but not limited to, interest, penalties with respect thereto and out-of-pocket expenses (including reasonable attorneys' and accountants' fees and disbursements) that have arisen against the Land Owner due to any non-compliance of relevant statutes, laws, bye-laws by the Developer in the course of development of the Project. Further, the Developer alone shall be responsible and liable for payment of all dues to its workers/employees and statutory compliance of labour law, rules and regulations as are in force or introduced from time to time with respect to the employment of personnel, payment of wages, compensations, welfare, etc. and/or for any accident or lack of safety resulting in injury or damage to workmen, plant and machinery or third party. All such claims and demands shall be settled and cleared by the Developer only and no liability on this account shall fall on the Land Owner.

17.1 No Partnership: The Parties have entered into this Agreement on principal to principal basis and that nothing stated herein shall be deemed to construed as a partnership between them nor shall it be construed as association of persons in any manner, nor will the same bind them except to the extent specifically stipulated herein."

8. The obligations of the developer have been set out in clauses 6.1 to 6.6. Thereafter, the obligations of the land owner viz., the appellant, have been clearly articulated in clauses 7.1 to 7.7. Clause 8.1 contemplates that subject to Force Majeure conditions and due performance of their obligations by the land owners, the Developer shall complete the development of the project on the project land *inter alia* within a period of four years from the date of receipt of the sanctioned building plans with respect to the project, subject to the grace period indicated. Article 11 provides for various representations and warranties which

have been made by the appellant in its capacity as the land owner.

9. Article 3 of the collaboration agreement provides for the nature of the project broadly, viz., that the land owner has to provide vacant physical possession of the land free from all encroachments to the developer. The land owner shall obtain the letter of intent and license from the DTCP for development of the project at the earliest. The obligations of both parties are broadly dealt with in clause 3 and we need not dwell deeper into it for reasons which shall follow.

10. It is after this collaboration agreement is entered into that the tripartite agreement, admittedly, has been entered into between the appellant, the developer and the home buyer. A glance of certain relevant clauses of the tripartite agreement would be apposite.

It will be relevant also to bear in mind that in the tripartite agreement the appellant is described as the confirming party or owner.

We may notice that the tripartite agreement reveals that the home buyer is put on notice of the collaboration agreement. There is reference to general power of attorney which has been executed by the appellant in favour of the developer. The tripartite agreement further refers to the fact that the buyer has inspected the collaboration

agreement and has understood the limitations and obligations of the owner *inter alia*. Under clause 1.1, the developer has agreed to sell to the buyer and the buyer has agreed to purchase the apartment at the prices indicated in clause 3. The sale consideration is set out in clause 3. There is elaboration of the consideration in various sub clauses of clause 3. The payment is governed by clause 4 and the various sub clauses thereunder. Clause 5 deals with the basic concept of the proposed complex. Clause 6 deals with maintenance charges. It is stated in clause 7 that the company, subject to force majeure, undertakes to complete the construction. The meaning of the word company is not exactly clear and for reasons which shall follow, we do not intend to pronounce on the same.

11. The conveyance deed is to be executed after the grant of the completion certificate in terms of clause 8.1. The rights and obligations of the buyer are set out in clause 10 onwards till 10.22. The buyers representations, assurances, covenants and confirmations are captured in clause 11.1(i) to 11.1(ix). The representations and obligations of the developer are articulated in clauses 12, 12.1 and 12.2. Among other terms to be found in clause 14, 14.1.1 is relevant . We notice the same:

> **“14.1.1 Any delay or indulgence by the Developer in enforcing the terms of this Agreement or any forbearing giving of time to the Buyers shall not be**

construed as a waiver on the part of the Developer of any area non-compliance of any of the terms and conditions of this Agreement by the Buyer nor shall be same in any manner prejudice the rights of the Developer."

12. The time is ripe now also to look at the law which has been invoked by the complainant. A complaint is lodged under the provisions of the Act. The Act provides for succour and relief to consumers. As is self-evident from the very title, it is intended to provide succour and relief to the consumer. The word 'consumer' stands defined in section 2(d):

"(d) "consumer" 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
(ii) hires or avails of any services for a consideration which has been paid or promised or partly paid and partly promised, or under any system of deferred payment and includes any beneficiary of such services other than the person who hires or avails of the services for consideration paid or promised, or partly paid and partly promised, or under any system of deferred payment, when such services are availed of with the approval of the first mentioned person but does not include a person who avails of such services for any commercial purpose.

Explanation.—For the purposes of this clause,"commecial purpose" does not include use by a person of goods bought and used by him and services availed by him exclusively for the purposes of earning his livelihood by means of self-employment."

‘Consumer dispute’ is defined in section 2(e):

“(e) “consumer dispute”means a dispute where the person against whom a complaint has been made, denies or disputes the allegations contained in the complaint.”

Most importantly, we must notice the definition of the word ‘deficiency’ in Section 2(g):

(g) “deficiency” means any fault, imperfection, shortcoming or inadequacy in the quality, nature and manner of performance which is required to be maintained by or under any law for the time being in force or has been undertaken to be performed by a person in pursuance of a contract or otherwise in relation to any service;

Section 2(c) defines the ‘complaint’:

(c) “complaint”means any allegation in writing made by a complainant that—

(i) an unfair trade practice or a restrictive trade practice has been adopted by any trader or service provider;

(ii) the goods bought by him or agreed to be bought by him suffer from one or more defects;

(iii) the services hired or availed of or agreed to be hired or availed of by him suffer from deficiency in any respect;

(iv) a trader or the service provider, as the case may be, has charged for the goods or for the services mentioned in the complaint, a price in excess of the price—
(a) fixed by or under any law for the time being in force;
(b) displayed on the goods or any package containing such goods;
(c) displayed on the price list exhibited by him by or under any law for the time being in force;
(d) agreed between the parties;

(v) goods which will be hazardous to life and safety when used are being offered for sale to the public,—

(a) in contravention of any standards relating to safety of such goods as required to be complied with, by or under any law for the time being in force;
(b) if the trader could have known with due diligence that the goods so offered are unsafe to the public;

(vi) services which are hazardous or likely to be hazardous to life and safety of the public when used, are being offered by the service provider which such person could have known with due diligence to be injurious to life and safety;

with a view to obtaining any relief provided by or under this Act."

Undoubtedly, the word 'complaint' as defined, is not confined to mere deficiency of service but it comprehends other aspects including unfair trade practices or restrictive trade practices among other elements.

Therefore, the Act contemplates the consumer as defined being enabled to move a complaint as defined, setting the ball rolling for the Body under the Act to consider the complaint on its merits and to decide to grant appropriate relief or refuse relief. A crucial provision in the context of this case would appear to us to be the word 'deficiency'. The word 'deficiency' has been widely worded to capture any fault, imperfection, shortcoming or inadequacy in the quality, nature and manner of performance. The law giver has not stopped with this requirement. The law giver has infused clarity by indicating that the blemishes which have been specifically articulated must be

ones which must be measured or understood with reference to any law for the time being in force. The deficiency may also arise out of a contract. We must understand it to be that the fault, imperfection, shortcoming or inadequacy must arise from an obligation undertaken to be performed in pursuance of a contract. The matter does not end there. The subject matter of the deficiency viz., any fault, imperfection, shortcoming or inadequacy in the quality, nature and manner of performance can also arise 'otherwise'. At this juncture, we may also notice the fact that the law giver has also defined 'service' in section 2(o) of the Act and it is as follows:

> **(o) "service" means service of any description which is made available to potential users and includes, but not limited to, the provision of facilities in connection with banking, financing, insurance, transport, processing, supply of electrical or other energy, board or lodging or both, housing construction, entertainment, amusement or the purveying of news or other information, but does not include the rendering of any service free of charge or under a contract of personal service;**

13. Apposite in the context of this case is the inclusion of the word 'housing construction' inserted by Act 50 of 1993 with retrospective effect from 18.06.1993. The only services which are exempted are services rendered free of cost for contract of personal service. The word 'service' is very widely worded. However, it is indispensable to the granting of relief for a complainant to establish the

existence of a deficiency in terms of any law or in pursuance of an obligation arising from a contract or otherwise.

14. No doubt, it is next relevant to notice the exact case in the complaint.

A perusal of the complaint does not reveal any specific complaint lodged against the appellant. The appellant is made respondent No. 2. The complaint, in short, was that the possession of the flat was not made over by 31.12.2015. Substantial amounts were paid as consideration. The complainant suffered financial losses without getting benefit of the use due to the sole conduct of the opposite party for not building within the promised time. Act and omission of the opposite party fall within the definition of unfair trade practices and restrictive trade practices it is averred. There is even allegation that there are malpractices on the part of the opposite party to take money from the buyers who purchased apartments / flats in Umang Realtech group housing project and to use it elsewhere and delay the project unreasonably for their wrongful gains causing wrongful losses and injuries to the complainant.

The final prayer was to direct the opposite party to refund the entire amount collected from the complainants with 18 per cent interest from date of the collection of the

amount. The appellant filed a reply therein. It is contended that there is no cause of action against the appellant. It was indicated that the appellant was a land owner. It had given vacant possession to the developer. There is no liability incurred by the appellant also. Clause 14.3 of the collaboration agreement was extracted in reply. Clause 14.3 indicated that the development and sale of project being the responsibility of the developer, the developer shall be liable to indemnify the land owner.

15. We have heard learned counsel for the parties.

16. Though the NCDRC did note the contention of the appellant, the matter came to be dealt with in the manner which we have indicated, namely, by directing the appellant and the developer to refund the amounts with interest.

17. We have indicated the scheme of the Act. A claim can succeed in a case of this nature if the consumer establishes deficiency of service. No doubt, the law giver contemplates other elements as contemplated in the definition of the word 'complaint'. The word 'deficiency' has been widely worded. Equally so, is the word 'service'. A statute of this nature must, indeed, if possible, be construed in favour of the consumer. However, that is a far cry from holding that if deficiency is not established, yet the opposite party must bear the liability which cannot be thrust on its shoulders. We would clarify that by making it clear that what we intend

to say is that when there is no privity between the complainant and the opposite party, the opposite party could not become liable under the Act. In other words, if there is no law under which a person is to provide a service and if it does not fall within the residuary clause, namely, 'otherwise' as defined under the word 'deficiency', it is necessary for a consumer to succeed, that there must be a contract. It is in that context, we indicated that the existence of an obligation under a contract is a *sine qua non* for a consumer to successfully prosecute a case under the Act.

18. The NCDRC has despite the stand taken specifically by the appellant, proceeded to premise its finding on a particular clause. The clause in question which has persuaded the NCDRC to hold against the appellant, in our view, cannot by itself result in the appellant being held liable under the Act. We have noticed the scheme of the dealings between the parties. Apparently it originated with the collaboration agreement between the appellant and the developer. The home buyer comes in, undoubtedly, through the tripartite agreement. It is no doubt true that there is a power of attorney which is executed by the appellant in favour of the developer. We will not say anything on the power of attorney as there is an argument by the learned counsel for the complainant that the power of attorney

clinchingly establishes that the appellant was the principal and the developer was a mere agent. We say that we are not reflecting anything more about this for the reason that this is not the case which was set up before the NCDRC. There are no pleadings in this regard. Very fairly, the learned counsel for the complainant has stated that there is no foundation for such a case and such a case is even not reflected in the order. The only aspect which appealed to the NCDRC was clause 4.1.

19. Clause 4.1 contemplates revenue sharing and this clause is part of the collaboration agreement. The buyer in terms of the tripartite agreement must be understood to have familiarised itself with the terms of the collaboration agreement. The NCDRC has proceeded to hold that it is pertinent to note that the appellant was the signing and confirming party. Thereafter, reference is made to the consideration towards non-refundable security deposit paid by the developer to the appellant. And finally, the NCDRC has seized upon the terms of clause 4.1. Clause 4.1 deals with the revenue sharing between the appellant and the developer. Thereafter, NCDRC reiterates the fact that the appellant has signed the tripartite agreement as a confirming party. On this basis, NCDRC found that both parties are jointly and severely liable to pay the amount. Lastly it is found that any other arrangement is only *inter*

se **between the opposite parties and shall not bind the complainant.**

20. We take up the last finding first, namely, that any other arrangement is only *inter se* between the opposite parties and shall not bind the complainant. Apparently, this is the answer to clause 14.1 set up by the appellant. Clause 14.1 deals with the arrangement entered between the developer and the owner because it speaks about reimbursement and protecting the owner from any loss it may be visited with. The fact that developer has agreed to reimburse the land owner would not detract from any liability which the land owner may incur under the law and under the contract. While that may be so, the substratum of the finding of the NCDRC is clause 4.1 and the fact that the appellant is a confirming party. We are of the view that in the contracts in question, the NCDRC has not correctly appreciated the nature of the obligations and requirement under the Act to make a party liable. The NCDRC has not adverted to the relevant provisions, the collaboration agreement and the tripartite agreement which would spell out the nature of the obligations incurred by the developer and the appellant. The appellant, as the owner of the land on which the project was contemplated, has indeed undertaken certain obligations. So did the developer. It is, at this stage, that the consumer appears in the form of a party in

the tripartite agreement. The learned counsel for the complainants has a case that the complainants were not aware of the terms of the collaboration agreement as such.

21. The mere fact without anything more that the appellant was a confirming party also would not advance the case of the complainant. We are unable to divine as to on what basis it could be said in a contract of this nature that merely because the appellant has confirmed terms of the agreement which is styled as a tripartite agreement, it would by itself make the appellant liable. This is a matter which should have been dealt with, with reference to the various other provisions in both the collaboration agreement and the tripartite agreement. Such an exercise was not undertaken by NCDRC.

22. There is another aspect which is perhaps determinative of the course of action which has appealed to us. Learned counsel for the complainants would point out that this Court must bear in mind that this is a case where the management of both the developer and the land owner have actually been carried out by the same group. Learned counsel would point out that understanding the pattern of the composition of the Board of Management would successfully show that in essence, a single entity is running the whole show.

23. The present scenario is that the developer has gone into a state of insolvency. Proceedings under the

Insolvency and Bankruptcy Code (IBC) has been lodged. It is, no doubt, in such a scenario, that the home buyers, who despite an order which they have obtained, are left high and dry as they cannot proceed against the developer after having obtained relief which consist of refund with interest as already observed. This brings on the scene the IRP represented by Mr. Sai Deepak, learned counsel, who would point out that not only has the IRP been appointed but an order has been passed by the National Company Law Appellate Tribunal (NCLAT) in appeal against an order under Section 7 of the IBC. Learned counsel points out that there is an opportunity available to the home buyers made available by the order of the NCLAT which may be availed of by the home buyers.

24. The contention raised by the learned counsel for the complainant is that, in short, this is a fit case where the NCDRC should be asked to look into the complaint that both parties being a single entity, a case for lifting of the corporate veil is made out. As already noticed, it is also their case that the developer is nothing but a mere agent of the appellant.

25. Having regard to the Act being a beneficial piece of legislation, the Court should lean in favour of the hapless consumer so that any such manoeuvring by corporate entities if any does not succeed.

26. We have already scanned the pleadings of the parties. As fairly stated by the learned counsel for the complainants there is a complete lack of pleadings to support the case of the nature which is sought to be set up, viz., that this is a fit case for employing the doctrine of lifting of the corporate veil or that the appellant would be liable being the principal of the the developer.

27. In this context learned senior counsel for the appellant would also point out that apart from absence of pleadings, this is a matter which may go to the jurisdiction of the NCDRC having regard to limitations which have been carved out in law on the nature of the functions of the forum.

28. Having heard learned counsel for the parties, while we are of the view that we cannot uphold the order of the NCDRC in the manner in which it is being done, we should afford an opportunity to the respondents to seek amendment of the pleadings, if they are so advised, and to allow an opportunity to establish the case which is being set up which is based on matters which go beyond the scope of the findings by the NCDRC. At the same time, we must leave it open to the appellant to raise all contentions including the contentions against such pleadings being introduced as also the limitations on the jurisdiction of the NCDRC to make such an inquiry.

29. Accordingly, the upshot of the above discussion is that the appeals are to be allowed and the matter remanded back. The appeals are allowed. The impugned order will stand set aside. However, we leave it open to the respondents to seek amendment of the pleadings and adduce material in support of their contentions.

However, we make it clear that as already found by us on the clause and on the findings alone the order of the NCDRC is clearly insupportable. But it will be open to the NCDRC, if the pleadings are amended and new materials come to light to take note of this clause also to hold the appellant liable. We leave open all the contentions available to the appellant before the NCDRC.

No orders as to costs.

……., J.
[K.M. JOSEPH]

……., J.
[PAMIDIGHANTAM SRI NARASIMHA]

New Delhi;
December 07, 2021.