IN THE CONSUMER DISPUTES REDRESSAL COMMISSION, THRISSUR

Present : Sri. C.T. Sabu, President
Sri. Ram Mohan R., Member

30th day of September 2026
CC 336/17 filed on 26/05/17

Complainant : T.R. Pushpangadhan, Thandwekkal House,
P.O. Anthikkad, Thrissur.
(By Adv. A.D. Benny, Thrissur)

Opposite Parties : 1. Divisional Engineer, BSNL,
P.O. Kandasamkadavu, Thrissur – 680 613.
2. General Manager, BSNL, Thrissur – 680 001.
(OP 1 & 2 By Adv. K. Bhavadasan & K.O. Ouseph, Thrissur)

F I N A L O R D E R

By Sri. Ram Mohan R, Member :

1) Complaint in brief, as averred :

The complaint is filed under Section 12(1) of the Consumer Protection Act, 1986. The complainant has approached this Commission alleging deficiency in service on the part of the opposite parties which provide landline telephone service to the complainant. The 1st opposite party is its Divisional Engineer, whereas the 2nd opposite party its General Manager. The case of the complainant is that his landline telephone (No. 2632272) became defunct on 24/03/2017 and remained non-functional until 11/04/2017. According to the complainant, the defect was not rectified within a reasonable period and he was subjected to inconvenience, hardship and mental agony. The complainant apprehends that the disruption occurred in the connection with the laying of cable in the locality. Alleging deficiency in service on the part of the opposite parties, the complainant seeks compensation and costs.

2) NOTICE :

The Commission having issued notice, the opposite parties filed their written version and contested the complaint.

3) Version of the opposite parties :

The opposite parties admitted that the telephone connection remained defunct during the aforesaid period. It is stated that the disruption occurred owing to the laying of optical fibre cable and that 300 telephone connections in the area became defunct during the relevant period. It is further stated that appropriate reduction in rental was granted to 11 subscribers who had submitted written requests for such reduction. The opposite parties denied any deliberate or wilful deficiency on their part. The opposite parties further contend that the complainant was only a sparing user of the telephone and he was also having a mobile phone. According to the opposite parties, therefore, the complainant could not have suffered any substantial agony or hardship. It is also contended that in view of Section 7 B of the Indian Telegraph Act, remedy of the complainant was by way of arbitration and that the present consumer complaint is not maintainable.

4) Evidence :

The complainant produced documentary evidence that had been marked Exts. P1 & P2, apart from affidavit and notes of argument. The opposite parties produced documentary evidence that had been marked Exts. R1 to R3, apart from affidavit and notes of argument.

5) Deliberation of evidence and facts of the case :

The Commission has very carefully examined the facts and evidence of the case. Ext. P1 is copy of lawyer notice. Ext. P2 is Postal Acknowledgment card.

Ext.R1 is copy of Telephone bill in favour of the complainant (Customer ID 4015855012) issued by the opposite party for the period from 01/01/17 to 28/02/17. Ext. R2 is copy of Telephone bill in favour of the complainant (Customer ID 4015855012) issued by the opposite party for the period from 01/03/17 to 30/04/17. Ext. R3 is copy of Telephone bill in favour of the complainant (Customer ID 4015855012) issued by the opposite party for the period from 01/05/17 to 25/06/17

6) Points of deliberation :

(i) Maintainability ?

(ii) Whether there is any deficiency in service on the part of the opposite parties ?

(iii) Whether the complainant is entitled to any compensation from the part of the opposite parties ? If so its quantum ?

(iv) Costs ?

7) Point No.(i)

The opposite parties aver that in view of Section 7 B of the Indian Telegraph Act, the dispute ought to have been referred to arbitration and the jurisdiction of this Commission is consequently barred. This contention cannot be accepted in view of the authoritative pronouncement of the Hon'ble Supreme court in ***Vodafone Idea Cellular Ltd Vs Ajay Kumar Agarwal (2022) VI SCC 496*** decided on 16/02/2022. The Hon'ble Supreme Courd held therein that Section 3 of the Consumer Protection Act, 1986 expressly provided that the remedies under the act were " in addition to and not in derogation of " the

remedies available under any other law for the time being in force. The court observed that the Consumer Protection Act, was itself a special legislation enacted for the protection of consumers and that the availability of an alternate statutory remedy would not, in the absence of a clear bar, oust the jurisdiction of the consumer commission. The honourable apex court specifically considered the earlier decision in ***General Manager, Telecom Vs M. Krishnan & Anr (2009) 8 SCC 481***, wherein it had been held otherwise. The Hon'ble Apex court in Vodafone Idea (Supra) expressly stated that it was unable to subscribe to the view adopted in M. Krishnan (Supra) and emphasised that existence of an arbitral remedy under Section 7 B of the Telegraph Act, does not oust the jurisdiction of the consumer Commission.

Point No.(i) is found in the affirmative.

8) Point No.(ii) :

The material facts regarding the interruption of service are substantially admitted by the opposite parties. The opposite parties admit that the complainant's telephone connection remained defunct from 24/03/17 to 11/04/17, i.e., for approximately 18 days. It is also admitted that 300 telephone connections in the locality were affected during the relevant period owing to the laying of optical fibre cable. A consumer who subscribes to a telephone service is entitled to accept reasonable continuity and proper maintenance of the service. Where the service becomes completely unavailable for a substantial period, the service provider is under an obligation to take reasonable steps to restore the service within a reasonable time. The fact that the disruption occurred in connection with the laying of optical fibre cable does not, by itself, absolve the opposite parties from responsibility for the consequences of the interruption. The opposite parties admittedly knew of the disruption and also knew the affected area and the period during which the telephone connections

remained non-functional. The consumer protection Act treats a fault, imperfection, shortcoming and inadequacy in the quality, nature or manner of performance of a service required under the contract or otherwise by law as deficiency in service. In the present case, the telephone service remained unavailable for approximately 18 days. No sufficient explanation has been established before this Commission as to why the complainant's service could not be restored within a reasonable period. We therefore find that the prolonged interruption of the telephone service constituted deficiency in service on the part of the opposite parties.

Point No. (ii) is thus found in favour of the complainant.

9) Point No. (iii) :

The complainant has alleged that the prolonged interruption of the telephone service caused him hardship, inconvenience and mental agony. As established under the foregoing point, the telephone connection remained defunct for approximately 18 days. The complainant was consequently deprived of the subscribed land line service for a substantial period. The opposite parties have relied upon the Exts. R1 to R3 to contend that the complainant was only a sparing user of the telephone. This contention cannot be accepted as a ground for denying relief and compensation because the telephone connection is not intended merely for making outgoing calls. The subscriber may also require the service for receiving incoming calls and for being accessible to family members, and other residents, if any, of the house, The value of the subscribed service cannot therefore be determined solely by the number of outgoing calls, which alone are reflected in the telephone bills. Similarly, the fact that the complainant possessed a mobile phone does not extinguish his right to receive the land line service for which he had subscribed. A consumer who had subscribed to a particular service is entitled to complain when that service is not

made available in accordance with the applicable terms. Hence the alleged sparing use of the telephone, or the possession of a mobile phone, therefore, does not absolve the opposite party of the deficiency established in the present case. The complainant is therefore entitled to compensation for the agony, hardship and inconvenience inflicted on him. Taking into consideration the duration of the interruption, the nature of the service, the inconvenience reasonably caused to the complainant and the circumstances of the case, we consider Rs.5,000/- (Rupees Five thousand only) to be just and reasonable compensation for the inconvenience, hardship and agony suffered by the complainant.

Likewise, the opposite party admitted that appropriate reduction in rental was granted to 11 subscribers who had submitted written requests. A consumer cannot reasonably be required to bear charges for a service which was admittedly unavailable. In the present case, the opposite parties admit that the proportionate rental reduction was granted to 11 subscribers affected by the same disruption. The opposite parties have not established any convincing basis for denying the corresponding applicable adjustment to the complainant merely because he did not make a separate written request. The opposite parties were admittedly aware that the complainant's telephone was non functional during the relevant period. Therefore the complainant is entitled to receive the same. Failure to extend such an applicable adjustment constitutes denial of legitimate right. The opposite party in its version has expressed readiness to refund the proportionate rental, provided the complainant makes a demand in this regard. It is pertinent to observe that, had the opposite parties communicated such willingness and taken steps to redress the grievance at the relevant point of time of Ext. P1 lawyer notice, the dispute might possibly have been resolved without the necessity of the present proceedings. The willingness expressed before this Commission, however, came only after the dispute had reached the adjudicatory

stage. The complainant was constrained to approach this Commission to establish his legitimate right. Hence he is certainly entitled to costs of litigation. At the same time, since the exact amount refundable to the complainant has neither been quantified in the version nor established by evidence on record, we consider it inappropriate to issue an unspecified direction for refund. Having regard to the nature of the dispute and the circumstances of the case, we consider Rs.5,000/- (Rupees Five thousand only) as reasonable costs.

In the result, the complaint is allowed and the opposite parties are directed to jointly and severally pay the complainant :

1. a sum of Rs.5,000/- (Rupees Five thousand only) towards compensation for the inconvenience, hardship and agony inflicted on him, and
2. a sum of Rs.5000/- (Rupees Five thousand only) towards costs of litigation.

The opposite parties shall comply with the above direction within 30 days of receipt of a copy of this order. In the event of failure to comply with the above direction within the stipulated period, the amounts mentioned in clauses (1) and (2) above shall carry interest @ 4.5 % p.a. from the date of filing of the complaint till the date of realisation.

Dictated to the Confidential Assistant, transcribed by her, corrected by me and pronounced in the open Commission this the 30th day of September 2026.

Sd/-	Sd/-
Ram Mohan R	C. T. Sabu
Member	President

Appendix

Complainant's Exhibits :

Ext. P1 copy of lawyer notice.

Ext. P2 Postal Acknowledgment card.

Opposite Parties' Exhibits :

Ext.R1 copy of Telephone bill in favour of the complainant (Customer ID 4015855012) issued by the opposite party for the period from 01/01/17 to 28/02/17.

Ext. R2 copy of Telephone bill in favour of the complainant (Customer ID 4015855012) issued by the opposite party for the period from 01/03/17 to 30/04/17.

Ext. R3 copy of Telephone bill in favour of the complainant (Customer ID 4015855012) issued by the opposite party for the period from 01/05/17 to 25/06/17

Id/-
Ram Mohan R
Member

//True copy//

Assistant Registrar

Scs