

**IN THE DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION, KOLLAM
PRESENT**

**SMT. S.K.SREELA, B.A.L, LL.B, PRESIDENT
SMT.S.SANDHYA RANI, BSC, LL.B, MEMBER
SRI. STANLY HAROLD, BA, LL.B, MEMBER
C.C. No. 276/ 2023**

ORDER DATED 9TH DAY OF OCTOBER, 2023

BETWEEN

K.Vasudevan Pillai : **Complainant**
S/o Kochappi Pillai
KunnumpurathuPuthuvila Veedu
Chariparampu P.O-691536
Chariparampu, Kadakkal
Kottarakkara Taluk
Kollam District.

AND

Manager : **Opposite party**
Punnakkalayil Rubber Nursery
Kuttikkadu P.O-691536
Kadakkal, Kottarakkara Taluk
Kollam District.

ORDER

S.K.SREELA, PRESIDENT

1. The complainant who is a senior citizen, has filed this complaint before this Commission, seeking resolution for his request to acquire 225 rubber saplings RR-11-105 variety, intended for planting on the property belonging to his wife Omana Amma.

2. The opposite party had initially agreed to plant 225 saplings for a total sum of ₹3000, which included an additional ₹300 for carriage fees. The complainant had made an advance payment of ₹2000 toward this arrangement. However, upon the delivery of the rubber saplings for plantation, several of them were found to be defective. The complainant promptly informed the opposite party about the issue, and they agreed to replace the defective saplings. Regrettably, the

opposite party did not fulfill this promise. Furthermore, in August 2022, when financial assistance became available for rubber plantation purposes, the complainant in the process of obtaining the necessary bill for this purpose, approached the opposite party, who insisted on a 5% GST charge. Despite the complainant's assertion that no GST applies to agricultural seedlings and saplings, the opposite party remained firm on the demand. As a result, the complainant was compelled to pay an amount of ₹788 for the sale. During this period, a Field Officer from the Rubber Board conducted an inspection and discovered that two types of rubber saplings have been planted on the designated site. Only at that time it came to the complainant's knowledge that, not all of the supplied rubber saplings were of the RR-11-105 variety, with only a few being of this type and others were of low yielding variety RR-11-430. Despite the complainant's request for a replacement of the appropriate saplings, they were met with insults from the opposite party. Hence, this complaint seeks compensation and coverage for associated costs.

3. The opposite party was served notice by this Commission, and they duly acknowledged receipt of the notice. However, they did not appear before this Commission, nor did they submit their version. Hence the opposite party remains *exparte*.

4. On the other hand, the complainant was examined as PW1. The complainant has submitted an affidavit and provided their testimony as PW1, and produced documents which have been duly marked as evidence Exhibit P1 in favour of the complainant. Importantly, there has been no cross-examination of the complainant's affidavit, leaving it unchallenged in this regard.

5. The issues under consideration are as follows:

- i. Whether the opposite party has supplied low yielding saplings in place of the saplings that were initially ordered by the complainant constituting unfair trade practice.*
- ii. Whether there has been any deficiency in the service on the part of the opposite party.*

iii. Whether the complainant is entitled to the relief claimed.

6. Points (i) to (iii): The complainant alleges that they made an advance payment for the saplings, which were subsequently delivered. Upon inspection, the complainant noticed that there were defective rubber saplings, and the opposite party assured them that the damaged saplings would be replaced. The complainant asserts that they had specifically ordered only RR-11-105 rubber saplings, but the opposite party supplied RR-11-105 and a low yielding variety RR-11-430. This fact came to the complainant's attention when a field officer from the Rubber Board inspected the planted saplings.

7. The field officer advised the complainant that it is advisable to plant only one variety of rubber saplings in one area, and planting two different kinds in the same location is not recommended. It was then revealed that there were only a few RR-11-105 saplings. Following this discovery, the complainant approached the opposite party to address the issue of misleading and unfair practices. However, the opposite party responded harshly, suggesting that the complainant could discard the allegedly useless saplings.

8. We have carefully considered all the facts and evidence presented. The complaint revolves around issues related to the supply of rubber saplings and alleged misrepresentation by the opposite party. Upon thorough examination of the evidence and the submissions made by the complainant, it is evident that the complainant had made an advance payment for the supply of rubber saplings by the opposite party, and the saplings were indeed delivered. The complainant rightfully raised concerns about the quality of the delivered saplings, specifically the presence of defective rubber saplings. The opposite party assured the complainant that they would replace the damaged saplings, indicating an acknowledgment of the issue.

9. The complainant had placed an order for a specific type of rubber saplings, namely RR-11-105, but it was found that the opposite party had supplied both RR-11-105 and another variety, which was not in accordance with the complainant's order. The complainant became aware of the mix-up when a field

officer from the Rubber Board inspected the planted saplings and advised against planting two different kinds of rubber saplings in one location.

10. The complainant has been examined as PW1 and has stated that the opposite party had initially agreed to provide specific saplings. PW1 has not been cross examined by the opposite party.

11. The opposite party had accepted the notice from this Commission, but their subsequent failure to respond to it demonstrates a level of obstinacy and a disregard for the established legal processes. The opposite party's behavior underscores a concerning attitude towards the legal system from which it can be assumed how the opposite party might treat the complainant, a senior citizen and a 76-year-old farmer, who sought justice through the very legal system that the opposite party seems unwilling to engage with.

12. The opposite party's response to the complainant's concerns was harsh, and it evidences that they were unwilling to address the issue in a satisfactory manner. Considering these findings, it is clear that there was a deficiency in the service provided by the opposite party, as they supplied saplings that were not in accordance with the complainant's order amounting to unfair trade practice.

13. The complainant was assured by the opposite party that they would supply rubber saplings as required by the complainant, and the opposite party failed to fulfill their obligations, it constitutes a breach of contract. Compensation is the remedy to address such breaches and ensure that the complainant who is an agriculturist is not left with financial losses.

14. The complainant contended that had he received the rubber saplings he ordered, they would have yielded a substantial amount of income. However, he suffered a loss solely due to the actions of the opposite party. It is important to consider that a senior citizen who is an agriculturist, endured this hardship due to the negligence of the opposite party and has been severely affected by the actions of the opposite party. Hence, it is incumbent upon the opposite party to compensate such farmers who play a vital role in our society. Furthermore, had the opposite

party addressed the issue at the grassroots level, the senior citizen complainant would not have been compelled to seek resolution from this Commission. The actions of the opposite party, which led a senior citizen to seek redress from this Commission amounts to gross deficiency in service. By not receiving the rubber saplings, the complainant missed out on the opportunity to generate income from rubber cultivation. The complainant suffered a financial loss due to not receiving the rubber saplings as ordered. We find that compensation should cover the potential earnings that the complainant could have realized if the contract had been fulfilled.

15. The act of a 76-year-old farmer, who has been compelled to approach this Commission for redressal of his grievances, is indeed worthy of appreciation. It shows that age is not a barrier to standing up for one's rights and seeking justice. When a farmer, especially one of advanced age, actively engages in the process of addressing grievances, it symbolizes advocacy for the entire farming community. It showcases the importance of addressing issues that affect the livelihoods of farmers. Senior citizens often face unique challenges, both in terms of physical limitations and potential financial constraints. This farmer has overcome these challenges to raise his concerns, ensuring they have equal access to justice and protection of their consumer rights. In conclusion, the decision of a 76-year-old farmer to approach a Commission for redressal of grievances demonstrates a remarkable level of determination and resilience. This act serves as an example to society of the importance of standing up for what is right, regardless of age or circumstance.

16. The complainant is a senior citizen who relies on agriculture. The breach of contract directly affects his livelihood and agricultural activities. The complainant's suffering, is a result of the opposite party's actions or negligence. Compensation serves as a means to hold the opposite party accountable for their actions and to discourage similar behaviour in the future. The importance of farmers and agriculturists in society has to be taken into consideration. Compensating the farmer not only addresses his individual losses but also

recognizes the broader social significance of supporting those who contribute to the agricultural sector.

17. Hence, considering all the above, we find that an amount of Rs.50,000/- as reasonable towards compensation to the complainant.

18. Therefore, the complaint is allowed. The opposite party shall reimburse the complainant the amount paid as an advance, which is Rs. 2000/-. The opposite party shall also refund the complainant the additional costs incurred as GST, which is Rs. 788/-. The opposite party shall also pay an amount of Rs. 50,000/- towards compensation for the inconveniences and the loss caused to the complainant, due to the deficiency in service of the opposite party. Time for compliance 45 days from the date of acceptance of the copy of the order failing which the entire amount aforementioned shall carry interest @ 12 % from the date of order till realization.

Dictated to the Confidential Assistant Smt. Deepa.S transcribed and typed by her corrected by me and pronounced in the Open Commission on this the 9th day of October , 2023.

S.K.SREELA :Sd/-

(President)

S.SANDHYA RANI :Sd/-

(Member)

STANLY HAROLD :Sd/-

(Member)

Forwarded/by Order

Senior Superintendent

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Witnesses Examined for the Complainant:-

PW1 : K.Vasudevan Pillai.

Documents marked for the complainant

Ext P1: Copy of receipt dated 07.05.2021.

Witnesses Examined for the opposite party:-Nil

Documents marked for the opposite party:-Nil

**S.K.SREELA :Sd/-
(President)
Forwarded/by Order**

Senior Superintendent

ORDER
IN
CC NO.276/2023
DATED 09.10.2023