

Consumer Protection Law

Introduction:

When a customer purchases something from a shop, it's not a mere bargain. Indeed it is a selling arrangement done under the umbrella of legally binding contract, which invites the legal consequences in case of default/failure by any of the parties involved.

Cause of Action:

This is an arrangement where consumer gets the desired product for the price paid to the seller. But sometimes, this arrangement is disturbed, by the fault or defaultive compliance by one of the parties. In such a situation, the desirable course of action is to approach an appropriate legal forum rather than taking the law in one's own hands.

Punjab Consumer Protection Act 2005

In Punjab, consumer rights are protected by Punjab Consumer Protection Act 2005 (PCPA) along with Punjab Consumer Protection Rules 2009. Here, it is to be made clear that, special courts have been set up to hear the matters regarding consumer claims. These courts are specifically equipped to deal with consumer rights in an inquisitorial manner, which is consumer friendly, rather than being filled with complex procedural requirements of ordinary civil court. Unlike Civil Court, there is no court fee for filing a claim, here.

Carte Blanche

However, this law doesn't grant consumer a Carte Blanche to illimitably sue the other party. This piece of legislation limits its application to the situations, where a product is defective or there is faulty/defective service. Moreover, to protect the rights of the other party, a court can impose a fine of up to 10,000 rupees, in case of false claims. More than this, a manufacturer is disabled to exclude his liability for the defective product, in whatsoever manner. A product or service is not faulty or defective, just because consumer finds it to be. The product can only be defective, if it is defective in construction or composition or design or because of inadequate warning or non-conformity to express warranty. Otherwise, it would be assumed to be perfectly suitable for the use of consumers. Even to decide whether it is defective in construction etc, the criteria is set out in the relevant sections of law. A service would be said to be faulty or defective, if it falls below the reasonably expected standard of a reasonable consumer, if there is no specialised body regulating its standards.

Proximate Damages

Once it is established that a product or service is defective, a manufacturer is directly responsible to pay for all the proximate damages, if they are caused by reasonably anticipated use of that faulty product/service. There also arises the situation, where there's no damage at all. But the real loss is the price paid for buying the faulty product or defective service. In this case, a manufacturer is to compensate for the price paid to the consumer. The wide discretionary power of consumer court allows it to make a wide range of reliefs which includes the order for payment of legal costs as well.

Jurisdiction:

The important point to know is that simply having a legal claim will not automatically transfer all these remedies to the consumer. To avail these reliefs, they have to approach the consumer Court of that territory, in whose local limits, the other party resides or works. Even the Court in whose jurisdiction the cause of action has arisen can hear the case.

Serving of Legal Notice:

Before accessing consumer court, the consumer has to go through the pre-trial settlement of the claim. The consumer has to serve the other party with the legal notice, and give them 15 days to address the grievance. However, the time-span to claim a defect or fault in a product from court, is not more than 30 days.

Issuance of price receipt:

This act also puts a strict duty on the manufacturer of the product to exhibit prices at business place and always issue a receipt to the purchaser. It has to be kept in mind that to issue the receipt is the duty of the manufacturer, but to keep it safe is consumer's own responsibility. Otherwise, it would be difficult to prove the case against manufacturer in the evidentiary stage of the case. This act gives immense protection to the consumers without unnecessarily burdening the manufacturer. The only thing to remember is that this law is only for "consumers". Consumer is a person who purchases the product for value and for their own use, not for reselling purpose.