

B. Sridharnath Vs. the Executive Engineer

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Court : Tamil Nadu State Consumer Disputes Redressal Commission SCDRC
Chennai

Decided On : Aug-28-2008

Judge : Hon'Ble Thiru Justice N. Kannadasan, President Thiru Pon. Gunasekaran
B.a.,B.L., Member - I

Appeal No. : F.A.NO.326 of 2007 (Against E.P.No.110 of 98 in O.P.No.232/2006
on the file of the DCDRF, Chennai (South))

Appellant : B. Sridharnath

Respondent : The Executive Engineer

Judgement :

N. KANNADASAN J. (Open Court)

1. The above appeal is filed as against the order in E.P.No.110/1998 in OP.No.232/96 of the District Forum, by the complainant / Decree Holder, wherein serious objection is raised by him to the effect that before the District Forum an allegation is made as against him to the effect that he is a trouble shooter and claiming ownership over the vacant area and the compensation of Rs.2000/- was paid to him in time.

2. On the basis of the above contentions raised by the appellant/ complainant, we have perused the order passed by the District Forum. The order discloses that the Kurinji Flat Owners Association has made a complaint, wherein an allegation is

raised that the complainant is claiming ownership over the vacant area nearer to his flat and he is a trouble shooter. The District Forum has merely extracted the said complaint given by the Association. It is to be seen that the dispute between the Association and the complainant / appellant herein with regard to claiming of ownership over the vacant area and other issues are not germane to the issue before the District Forum. Even though the District Forum has not given any finding in this regard, considering the fact that this statement is recorded, which is not germane to the issue, we are constrained to expunge the said portion of the order, wherein the representation of the association is taken note of as if the complainant as a trouble shooter. Accordingly we expunge the said portion.

3. As regards the other contentions raised by the complainant / appellant is concerned that though he has received the amount of Rs.2000/-, the said amount was not paid to him in time, it appears that the said amount was paid by the respondent / Housing Board, in pursuance of the memo of compromise, entered into between the Housing Board as well as the Association of the flat owners of the Housing Board, wherein the appellant is also one of the member. It is only under the said circumstances, even though there appears to be delay on the part of the housing board on making the payment, the association has not chosen to raise any grievance, which consists of various members. Hence we do not see any substance in the contentions raised by the complainant / appellant that further action should be initiated against the respondent for the belated payment.

4. Accordingly the appeal is disposed off in above terms.

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