

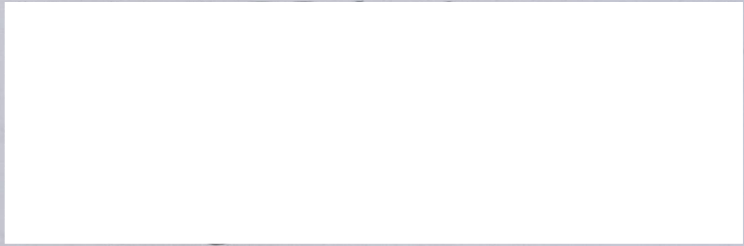
Complaint filed on:23.02.2021  
Disposed on:03.10.2022

**BEFORE THE DISTRICT CONSUMER DISPUTES  
REDRESSAL COMMISSION AT BANGALORE (URBAN)**

**DATED 03<sup>RD</sup> DAY OF OCTOBER 2022**

**PRESENT:- SRI.K.S.BILAGI : PRESIDENT**  
**SMT.RENUKADEVI : MEMBER**  
**DESHPANDE**  
**SRI.H.JANARDHAN : MEMBER**

**COMPLAINT No.233/2021**

<b>COMPLAINANT</b>	Mr.Goutham b.C. 
<b>(By Sri.Sam George, Advocate)</b>	
<b>Vs</b>	
<b>OPPOSITE PARTY</b>	1. The Government of India, Ministry of Defence, Room No.234 South Block, New Delhi 110 011. Rep. by its Secretary.  2. The Defence Exhibition Organisation, Department of Defence Production, Ministry of Defence Production, Ministry of Defence, Government of India, Hotel Ashoka, Room No.102-107, chanakyapuri, New Delhi 110 021.
<b>(By Sri.Kumar M.N., Advocate)</b>	



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**ORDER****SRI.K.S.BILAGI, PRESIDENT**

1. This complaint has filed by the complainant under section 35 of C.P.Act 2019 (herein after referred as "Act") against the OPs for the following reliefs.

1. The OPs to pay a compensation of Rs.9,84,524/- towards the cost and expenses of purchasing a new vehicle

2. To compensate the complainant with Rs.4,00,000/- towards the mental agony suffered

3. To compensate the complainant with Rs.1,00,000/- towards litigation expenses and advocate fee

4. Grant such other reliefs.

2. The case of the complaint in brief is as follows:

The complainant being the RC owner of the vehicle bearing No.KA 04 MU 5681 had purchased three tickets to watch air show at Air force station, Yelahanka on 22.02.2019. He had purchased the ticket for the show and he had been to parking car through gate No.5 and parked the vehicle in the parking area. There was no facilities of water air fire extinguisher in case of any eventuality. The OPs being the organizers failed to take care of the parking area and thereby the vehicle of the complainant



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was completely destroyed. The insurance company paid only Rs.26,84,600/- against the total loss of Rs.37,82,156/-. He has spent Rs.37,97,981/- for this car. Therefore OPs are liable to pay the claim of the complainant.

3. It is further case of the complainant that despite legal notice dated 31.07.2019, the OPs failed to compensate the complainant. Hence this complaint for claiming Rs.14,16,883/-.

4. In response to the notice, OPs appeared and filed version. The OPs contend that the complaint is not maintainable either in law or on fact. The complaint does not fall under the definition of consumer and there is no negligence on the part of the OPs.

5. The Central government and State government agencies which involved in air show, the area of 110000 sq. meters accommodating approximately 4125 vehicle for parking purpose. In fact only 3500 cars were parked in P4. Police, Home department, BBMP were involved in Disaster management. The complainant had not pointed out in short comings of the statutory agencies. There is a specific condition that "parking at the venue at owners own risk and the organizer shall not be responsible for any claims, demands and causes of action, injury, loses, liabilities and



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expenses resulting or arising as a result of event or any part of it". The complainant has purchased the vehicle in the name of Anasuya Chandrappa convention Hall, bearing No.KA 04 MW 2961, notice of the complainant has been suitably replied. OPs are not paid any amount to the complainant as there is no deficiency.

6. The complainant filed affidavit evidence and relies on 15 documents. The affidavit evidence of Director of defence has been filed who relied on 3 documents. Heard the arguments. Perused the records.

7. The points that would arise for our consideration are as under:-

- 1) Whether the complainant proves deficiency of service on the part of the OPs?
- 2) Whether the complainant is entitled to reliefs mentioned in the complaint?
- 3) What order?

**8. Our answer to the above points are as under:**

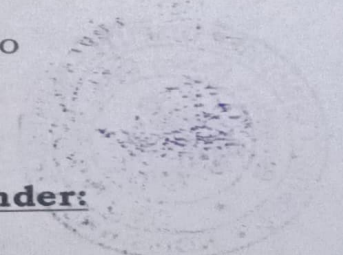
**Point No.1 :-** Negative

**Point No.2 :-** Negative

**Point No.3:-** As per the final order.

**REASONS**

9. **Point No.1 and 2:** At the first instance, we would like to refer the facts are not in dispute. The complainant having obtained Ex.P3 finance



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quotation from Viva Toyota for rate price of Fortune for Rs.35,73,194/- referring loan amount of Rs.21,00,000/- paid in all Rs.35,40,980/- to Viva Toyota company towards ex-showroom price of Rs.28,28,000/-, road tax +handling charges Rs.5,75,034/-, insurance Rs.1,08,958/- and TCS@ 1% Rs.28,280/- and Fast tag Rs.708/-. Ex.P5 is the RC Book of vehicle of the complainant bearing No.KA 04 MU 5681. Ex.P6, the undisputed insurance policy indicates that the complainant had insured above the vehicle with HDFC ERGO General insurance Company for the period from 08.03.2018 to 07.03.2019 for a sum insured amount of Rs.26,86,600/- by paying Rs.80,000/- as premium.

10. After the incident, the complainant got reimbursed Rs.4,91,582/- towards road tax from Transport department, Government of Karnataka. Ex.P7, P8, P9 are the loan particulars of the complainant with HDFC Bank. Ex.P7 indicates that the net amount payable was Rs.16,16,959/- on 16.03.2019. Ex.P8 is EMI payment details. Ex.P9 indicates that the entire loan amount of Rs.16,69,606/- were paid. Ex.P10, P11, P12 are the documents in respect of the vehicle purchased by Anasuya Chandrappa convention Hall, subsequent to the



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incident referred in this case. These documents are not relevant so far as this case is concerned.

11. The complainant by issuing Ex.P13 legal notice dated 31.07.2019 called upon the OPs to pay compensation of Rs.25,00,000/-. But the complainant for the reasons best known to him has reduced his claim to the extent of Rs.14,84,524/- and furnished the details at page 6 of the complaint.

12. It is admitted by the complainant that he received Rs.26,84,600/- from the insurance company towards loss of car against Rs.37,82,156/-. It is relevant to note that the complainant has purchased victim vehicle on 06.03.2018 and insured the same vehicle for some assured amount of Rs.26,86,600/- as could be seen from Ex.P6 insurance policy. The complainant got reimbursed the road tax from the Transport department of Government of Karnataka to the tune of Rs.4,91,582/-. When the cost of the vehicle on road tax was not the subject matter of the insurance when the sum assured amount for the vehicle was Rs.26,86,600/- and complainant has received Rs.26,84,600/- from the insurance company, complainant not at all insured his vehicle for Rs.37,82,156/-. Complainant has received total sum assured amount less Rs.2,000/- from the



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insurance company. Therefore complainant is not right in saying that he received less amount from the insurance company.

13. The complainant claims difference in cost of purchase of new vehicle of Rs.6,05,974/- and loss in respect of interest Rs.3,10,910/-. The OP is not liable to pay difference in the cost of new vehicle and old vehicle as new vehicle is not purchased by the complainant. The new vehicle is purchased by Anasuya Chandrappa Convention Hall.

14. The complainant has not produced any iota of evidence to prove that he has spent Rs.2,50,000/- towards accessories and paid Rs.3,10,909/- towards interest.

15. It is admitted and proved from Ex.P1 ticket that the complainant having purchased three tickets to witness air show on 23.02.2019 had been to the air show place. It is relevant to note that the complainant has not produced the entire photocopy of the ticket to ascertain the terms and conditions of the ticket. Whereas OPs have produced a model ticket as per Ex.R3. It is relevant to refer the terms and conditions of the ticket which reads thus;

*The organizer shall not be responsible for any claims, demands and causes of action, injury, losses, liabilities and expenses resulting or arising as a result of the event or any part of it.*



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16. The complainant purposefully has not produced the ticket with terms and conditions. It clearly indicates that the complainant has not approached this commission with clean hand only with an intention to make wrongful gain by suppressing the facts.

17. When the complainant has purchased the tickets by accepting the terms and conditions and as per the terms and conditions the complainant had parked the vehicle at his own risk. It is true that the vehicle of the complainant was completely burnt as could be seen from Ex.P2 photos and reimbursement of sum assured amount from the insurance company.

18. It is one of the contention of the OPs that the responsibility of the OPs was only in the air show portion and it was the duty of the statutory authorities to look after parking areas. The OPs relied on Ex.R1 the proceedings of government of Karnataka dated 28.01.2019. it is relevant to refer the clause 7 heading Disasters management which reads thus;

*Regarding the fire safety measures, the DC Bangalore Urban informed that for both onsite an offsite Disaster Management plan has been prepared. The copy of the same has been submitted to MoD for approval. The JS(DP)*



*Noted*  
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agreed to get the approval by 28.01.2019. Further, it was informed that while IAF is managing the fire safety inside the perimeter, Fire Safety outside has to be provided by State Government. The representative of the fire department stated that all necessary fire safety equipments will be provided and they have made necessary arrangements.

19. This proceedings clearly indicates that IAF i.e., OP managing fire safety inside the perimeter and fire safety outside has to be provided by the state government. Admittedly the incident of fire and place of burnt by fire, car of the complainant was outside the perimeter. Under such circumstances, OPs are not liable. Ex.R2 indicates how many personnel and how many fire vehicle were deputed between 09.02.2019 to 20.05.2019.

20. The counsel for the complainant relies on the decision reported in III 2015(CPJ) 533 of National Commission in the matter between B.R.Karthikeyan -vs- Government of India, vehemently argues that Air show was arranged by the OP and car of the complainant got fired in the presents. But as indicated above, the incident was not happened within the perimeter of air show. We carefully perused the above decision. In the reported decision the CPWD declared that premises was fit for occupation without ensuring that fuse cut out installed at



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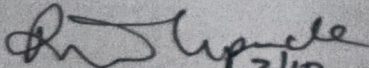
the meter board within the garage was having a nacked fuse wire without fuse grip. But in this case there is a government proceedings, fixing the responsibility of state government and central government. Under such circumstances, neither this decision is applicable to the present case on hand, nor complainant is not right in saying that there is a deficiency of service on the part of the OPs. The complainant having failed to prove deficiency of service on the part of the OPs, the complainant is not entitled to any amount. Accordingly we answer point NO.1 and 2.

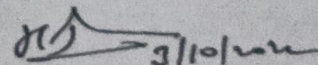
21. **POINT NO.3:** In view of the discussion referred above, complaint requires to be dismissed. We proceed to pass the following;

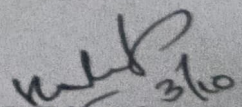
**ORDER**

1. Complaint is dismissed without cost.
2. Furnish the copy of this order to both the parties.

(Dictated to the Stenographer, got it transcribed and corrected, pronounced in the Open Commission on this 03<sup>RD</sup> day of October, 2022)

  
(Renukadevi  
Deshpande)  
MEMBER

  
(H. Janardhan)  
MEMBER

  
(K.S. Bilagi)  
PRESIDENT

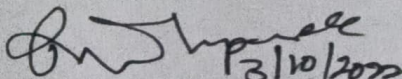


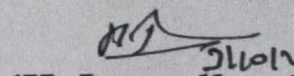
**Documents produced by the Complainant-P.W.1**  
**are as follows:**

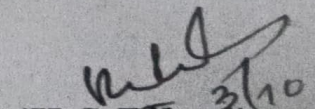
1.	Ex.P1 : Copy of bunch of air show ticket at page No.10 to 15
2.	Ex.P2: Bunch of my photos of car
3.	Ex.P3: Copy of the quotation of vehicle KA 04 MU 5681
4.	Ex.P4: Copy of the proforma invoice
5.	Ex P5: Copy of registration certificate with B register extract
6.	Ex.P6: Copy of insurance policy/certificate with enclosures at page No.24 to 27
7.	Ex.P7: Copy of insurance settlement
8.	Ex.P8: copy of EMI payment details
9.	Ex.P9: Copy of loan closure voucher
10.	Ex.P10: Copy of tax invoice is at page No.35 and 36
11.	Ex.P11: Copy of RC book of vehicle bearing No.KA 04 MW 2961
12.	Ex.P12: Photo of this vehicle
13.	Ex.P13: Copy of legal notice dated 31.07.2018
14.	Ex.P14: Postal receipts
15.	Ex.P15: copy of postal track consignment

**Documents produced by the representative of opposite party :**

1.	Ex.R1 : Copy of government of Karnataka proceeding dated 28.01.2019
2.	Ex.R2: Copy of letter of HAL to the Director of Karnataka State Fire and Emergence services dated 07.02.2019
3.	Ex.R3: Copy of E-ticket

  
**(Renukadevi Deshpande)**  
**MEMBER**

  
**(H. Janardhan)**  
**MEMBER**

  
**(K.S. Bilagi)**  
**PRESIDENT**

HAV\*

Asst. Registrar cum-  
Asst. Administrative Officer,  
District Consumer Disputes  
Redressal Commission,  
Bangalore Urban District,  
Bangalore.

Order sent by post/hand

Dated: 13/10/2022