STATE CONSUMER DISPUTES REDRESSAL COMMISSION

WEST BENGAL

REVISION PETITION NO. SC/19/RP/108/2025

(Against the Order dated 5th May 2025 in Appeal No. DC/AB3/315/CC/335/2024 of the District Consumer Disputes Redressal Commission Kolkata-iii(south))

WITH

SC/19/IA/1028/2025 (CONDONATION OF DELAY)

M/S MODULE A PROPRIETOR FIRM REPRESENTED BY ITS PROPRIETOR .....Petitioner(s)

PRESENT ADDRESS - A PROPRIETORSHIP FIRM REPRESENTED BY ITS PROPRIETOR HAVING ITS REGISTERED OFFICE AT PREMISES NO. P-240, LAKE ROAD, P.S. LAKE, KOL-29.KOLKATA,WEST BENGAL.

PRANAB CHATTERJEE S/o. Parashnath Chatterjee proprietor of module

PRESENT ADDRESS - P 240 LAKE ROAD KOLKATA,WEST BENGAL.

Versus

ARNAB MUKHERJEE S/o. Manicklal mukherjee .....Respondent(s)

PRESENT ADDRESS - S/O LATE MANICKLAL MUKHERJEE RESIDING AT PREMISES NO. 7A, DESHAPRIYA PARK ROAD, 2ND FLOOR, P.S. TOLLYGUNGE, KOL-26.KOLKATA,WEST BENGAL.

SOMA BOSE W/o. Late Sabyasachi Bose

PRESENT ADDRESS - D/O LATE MANICKLAL MUKHERJEE, PRESENTLY RESIDING AT PREMISES NO. 5386 NW SKY CREST PRKY, PORTLAND, ZIP CODE-97229 REPRESENTED BY HER CONSTITUENT ATTORNEY NAMELY ARNAB MUKHERJEE THE COMPLAINANT NO. 1.KOLKATA,WEST BENGAL.

RUPASREE BANERJEE W/o. Sumit banerjee

PRESENT ADDRESS - W/O SUMIT BANERJEE, D/O LATE MANICKLAL MUKHERJEE RESIDING AT PREMISES NO. 8/3, S.N. CHATTERJEE ROAD, FLAT NO. 1C, AJANTA APARTMENT, BEHALA, P.O. SAHAPUR, P.S. BEHALA, KOL-38.KOLKATA,WEST BENGAL.

SHIMANTI DASGUPTA D/o. Late amulya kumar dasgupta

PRESENT ADDRESS - D/O LATE AMULYA KUMAR DASGUPTA RESIDING AT ADITI BUILDING, GROUND FLOOR, 73/1/2, GOLF CLUB ROAD, P.O. TOLLYGUNGE, P.S. GOLF GREEN, KOL-33.KOLKATA,WEST BENGAL.

NIRMALYA DASGUPTA S/o. Amulya kumar Dasgupta

PRESENT ADDRESS - S/O LATE AMULYA KUMAR DASGUPTA RESIDING AT ADITI BUILDING, GROUND FLOOR, 73/1/2, GOLF CLUB

ROAD, P.O. TOLLYGUNGE, P.S. GOLF GREEN, KOL-33.KOLKATA,WEST BENGAL.
DILIP KUMAR GANGOPADHYAY S/o. Late jatindra nath gangopadhyay
PRESENT ADDRESS - S/O LATE JATINDRA NATH GANGOPADHYAY RESIDING AT PREMISES NO. 152C, LAKE GARDENS, 1ST FLOOR, P.S. GOLF GREEN, KOL-45.KOLKATA,WEST BENGAL.
KUMKUM GANGOPADHYAY W/o. Dilip kumar gangopadhyay
PRESENT ADDRESS - W/O DILIP KUMAR GANGOPADHYAY RESIDING AT PREMISES NO. 152C, LAKE GARDENS, 1ST FLOOR, P.S. GOLF GREEN, KOL-45.KOLKATA,WEST BENGAL.

BEFORE:

HON'BLE MR. JUSTICE BIBHAS RANJAN DE , PRESIDENT
HON'BLE MRS. MRIDULA ROY , MEMBER

FOR THE PETITIONER: PRASANTA BANERJEE (Advocate)

FOR THE RESPONDENT: SOURYA MUKHERJEE (Advocate)
VED SHARMA (Advocate)

DATED: 14/10/2026

ORDER

HON'BLE MR. JUSTICE BIBHAS RANJAN DE, PRESIDENT

PRELUDE with FACTS

1. The instant Revision Application is directed against the impugned order dated 05.05.2025, whereby the Ld. District Consumer Disputes Redressal Forum, Kolkata Unit – III (South) (hereinafter referred to as Jurisdictional DCDRC), strictly anchored to the dictum of the Hon'ble Supreme Court in New India Assurance Company Ltd. vs. Hilli Multipurpose Cold Storage Pvt. Ltd. reported in (2020) 5 SCC 757, declined to take on record the written version filed by the opposite parties on 25.10.2024, the same having been presented beyond the statutory window computed from the date of receipt of notice on 10.09.2024.

ARGUMENT

2. Mr. Prasanta Banerjee, Ld. Counsel, appearing on behalf of the revisionists respectfully submits that while the opposite parties were served notice on 10.09.2024, their written versions were subsequently brought on record on 25.10.2024. Invoking the well-settled provisions of the General Clauses Act, it is contended that the day of service must be strictly excluded from the computation of time. Consequently, the written version was presented precisely on the 45th day, successfully placing it within the mandatory statutory boundary.

3. Per contra, Mr. Ved Sharma & Mr. Sourya Mukherjee, Ld. Counsels, appearing on behalf of two sets of respondents, vehemently contended that the writer version preferred by the opposite parties is hopelessly barred by time, having been filed beyond the unwavering statutory ceiling of 45 days.

4. It has been further submitted that the limitation stands rigidly cast by the authoritative pronouncement of the Constitution Bench of the Hon'ble Supreme Court in the Hilli Multipurpose Case (Supra), read in tandem with the statutory mandate of Section 13 of the Consumer Protection Act, 1986 [analogous to Section 38 (2)(a) of the Consumer Protection Act, 2019].

5. It is further urged that the day on which the notice was received cannot, by any stretch of legal interpretation, be excluded from the computation of this 45-day limitation period. Consequently, the written version fails the test of temporal compliance and cannot be deemed to have been presented within the strict confines of the prescribed statutory timeline.

DECISION

6. Having extended a patient hearing to the Ld. Counsel for both sides and meticulously scrutinized the impugned order, we note that the opposite

parties/revisionists were served with notice on September 14, 2024, whereas their written version was preferred on October 25, 2024. Consequently, the central pivot upon which this controversy turns is whether the said written version was ushered in within the inexorable statutory limitation of 45 days.

7. The chronological line of fact explicitly states that notice was received on 10.09.2024, meaning the 45-day window definitely closed on 24.10.2024. Filing of written version on 25.10.2024 frames the same as a "day 46" submission.

8. Adverting to the chronological facts of the instant case, the opposite parties received the statutory notice on 10.09.2024 and subsequently entered their written version on 25.10.2024. The argument for compliance hinges entirely on the untenable premise that the date of service should be omitted from the computation of time, which alone would bring the filing to the final hours of the 45th day. This proposition, however, stands directly refuted by the binding principles enunciated the Constitution Bench in Hilli Multipurpose (Supra), as well as the strict statutory design of the Consumer Protection Act, 2019, neither of which permits the exclusion of the date of receipt from the mandatory 45-day outer limit. The opposite parties having thus failed to lodge their defense within the non-extendable statutory window, the impugned order resists any charge of illegality and remains impervious to the revisional jurisdiction of this Commission.

9. To effectively resolve the matrix of rival contentions across the bar, profound guidance must be drawn from the luminous and eloquent observation articulated by the Hon'ble Constitution Bench of the Apex Court in Hilli Multipurpose (Supra), with specific and authoritative reference to the dictates of paragraph 41, which reads as under :

"41. To conclude, we hold that our answer to the first question is that the District Forum has no power to extend the time for filing the response to the complaint beyond the period of 15 days in addition to 30 days as is envisaged under Section 13 of the Consumer Protection Act; and the answer to the second question is that the commencing point of limitation of 30 days under Section 13 of the Consumer Protection Act would be from the date of receipt of the notice accompanied with the complaint by the opposite party, and not mere receipt of the notice of the complaint.

This Judgment to operate prospectively.

The referred questions are answered accordingly."

10. The absolute statutory boundary stands firmly fortified by the landmark decision of the Hon'ble Supreme Court, wherein it was authoritatively settled that Consumer Fora are completely denuded of jurisdiction to enlarge time or condone delays beyond the inflexible statutory outer limit of 45 days.

11. In view of the foregoing, the order impugned in this Revision Application does not suffer either from any illegality or impropriety.

12. Consequently, the revision application stands dismissed on contest.

13. The Ld. Jurisdictional DCDRC is requested to proceed with the adjudication of the consumer application and dispose of the same with the utmost expedition.

14. Let a copy of this order be transmitted forthwith to the Jurisdictional DCDRC for its immediate compliance, and a free copy be supplied to the respective parties.

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BIBHAS RANJAN DE
PRESIDENT

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MRIDULA ROY
MEMBER