

Telecom Regulatory Authority of India (TRAI) launched the Complaint Management System (CMS) Portal and App

In January 2020, TRAI launched an online Complaint Management System (CMS) for effective redress of consumer complaints. It happens quite often that consumers are charged for a subscription they never consented to - a Hello Tunes package for example, that gets auto-renewed every month without a confirmation. The CMS seeks to address such complaints where the consumer neither opted for a plan nor gave a double consent for it. For the time being, the CMS will only feature rule-based redress of complaints related to Value Added Services (VAS). Using the CMS portal or the app, consumers will be able to fetch details of VAS services activated on their phone. Where double consent for VAS has not been recorded by Telecom Service Providers, the consumers shall be able to file claims for the cost of VAS for one month.

The CMS provides information about the number of active Value Added Services, the number of complaints you have initiated, and the status of those complaints. It also shows if you double-consented for the VAS or not, making it easier for the claim, if any, to process. Consumers will be paid back the amount they were charged by their respective Telecom Operators. For more details, [click here](#)

India to set up its first Central Consumer Protection Authority (CCPA) by the first week of April

Section 10(1) of the Consumer Protection Act, 2019 provides for a CCPA, which aims to protect the rights of consumers by cracking down on unfair trade practices, and false and misleading advertisements that are detrimental to the interests of consumers.

The CCPA will have the powers to inquire or investigate matters relating to violations of consumer rights or unfair trade practices suo motu, or on a complaint received, or on a direction from the central government. While there is no per se confirmation on the structure of the CCPA, the Ministry of Consumer Affairs, Food and Public Distribution is in the process of finalising the rules relating to the composition and functioning of the CCPA, all of which are expected to be released by the first week of April, as was announced by Union Minister of Consumer Affairs, Food and Public Distribution, Mr. Ram Vilas Paswan.

For more details, [click here](#)

Medical Devices to be regulated under the Drugs and Cosmetics Act

A gazetted notification was released by the Ministry of Health and Family Welfare (MoHFW) which sought to regulate medical devices under the Drugs and Cosmetics Act by treating them as a category of 'drugs'.

A list of 37 devices including syringes, needles, condoms, prosthetic replacements, ligatures and sutures among others, have been drawn up and manufacturers or importers would now have to upload details including the generic name, model name, class of use and the like on the online portal of the Central Drugs Standard Control Organisation. Following this, the manufacturer or importer would have to mention the registration number on the device once it has been registered.

The MoHFW has specified that all such devices including instruments, apparatus, appliances, implants or other articles, whether used alone or in combination, including a software or an accessory, intended by its manufacturer to be used specifically on human beings or animals, will be considered for this purpose.

For more details, [click here](#)

Beneficiaries of insurance policy are “consumers” - Supreme Court

Insurance companies have a notorious reputation of finding means to limit their liability. The parties to an insurance are usually the Insurer (the party, who for a consideration, assumes the risk of loss and agrees to indemnify the insured upon the happening of a specified or a contingent event), and the Insured (the party in whose favour the contract is operative). However, there are instances where the benefits of an insurance might be reaped by a Beneficiary, who is a third person, but is entitled to benefits arising out of the contract. Eg: Life Insurance Policy.

The present appeal was instituted by the United India Insurance Co. Ltd before the SC and against the order of the National Consumer Dispute Redressal Commission (NCDRC), on the ground that beneficiaries of an insurance are not parties to the contract, and do not fall under the definition of consumer under the Consumer Protection Act, 1986 (COPRA) and hence cannot sue.

FACTS:

The Claimants, the farmers in the present matter, had grown and stored crops in a partnership firm, namely Sreedevi Cold Store, which was insured by United India Insurance Co. Ltd. The Claimants had also taken a loan for their products from Canara Bank. Later, a fire that took place in the cold store, resulted in the destruction of agricultural products and the cold store. Upon instituting the insurance notice for the said plants, machinery and store, the company rejected the claim on the grounds that the farmers had no locus standi in the matter, given that only the cold store was insured and also on the grounds of there being no privity of contract between the farmers and the company, given that the farmers did not fall within the ambit of “consumers” as per the COPRA.

APPEALS:

The primary contentions of the Insurance Company were: 1. The fire in question was not accidental. 2. The farmers were not “Consumers” under COPRA. 3. There exists no privity of contract between the farmers and the company, as the farmers were not a party to the agreement. 4. Fraudulent claim. 5. Withholding of material information by the Claimants.

The contentions of the Bank included contentions on the interest payable on the loan and on the amounts claimed from the Insurance Company.

ORDER:

The SC observed that a beneficiary to a contract will also be considered a consumer, even if he is not a party to the contract, given the wider definition of “consumer” under the COPRA. Thus, the court held that the farmers in the present matter are indeed consumers because the beneficiaries of the policy are taken out by the insured. The court also held that there was some level of deficiency of service from the Bank, as it being a prudent financial institution, should have insisted on a copy of the tripartite agreement to be sent to the Insurance Company, which would have prevented such litigations in the first place, and held that the bank would not be allowed to claim Interest as per the contractual rates and would only be entitled to simple interest on the amount loaned. Further, the court observed that there was no evidence to prove that the fire was not accidental and hence dismissed the appeal, holding the insurance company to be liable to indemnify the cold store. The court also held that the farmers were beneficiaries of the insurance, and thus were entitled to get the insurance money from the company, along with interest for the delayed period.

IMPLICATIONS:

With the present ruling of the Supreme Court, a respite has been brought to consumers as the court has upheld the wide interpretation of “consumer” which includes beneficiaries to contracts, who can sue should there be a default from the insurers end. This promotes consumer rights.

-Shreya Harikumar, Law Intern at CAG

பாலிசிதாரர் மனைவிக்கு இழப்பீடு வழங்க உத்தரவு

கோவையில் உள்ள கணபதி மின் வாரிய காலனியில் வசித்து வந்தவர் சசிதரன். இவர் டி.பி. ரோட்டில் உள்ள "பாரதி அக்சா" என்ற தனியார் இன்சூரன்ஸ் நிறுவனத்தில், 2007ல் ஆயுள் காப்பீடு செய்திருந்தார். மூன்று மாதத்திற்கு ஒரு முறை பாலிசி தவணை தொகையினை செலுத்தி வந்தார்.

சசிதரனுக்கு கல்லீரல் பாதிக்கப்பட்டு, தனியார் மருத்துவமனையில் சிகிச்சை பெற்று வந்தார். சிகிச்சை பலனின்றி, 2012, அக்டோபர் 30 ஆம் தேதியில் இறந்தார். சசிதரன் பெயரில் போடப்பட்ட இன்சூரன்ஸ் பாலிசிக்கான ஆயுள் காப்பீடு தொகையான, ரூபாய் 5 லட்சம் வழங்கக் கோரி, அவரது மனைவி ஷீலா விண்ணப்பித்தார். தனியார் இன்சூரன்ஸ் நிறுவனம், இழப்பீட்டுத் தொகையினை வழங்காமல் இழுத்தடித்தது.

கோவை நுகர்வோர் நீதிமன்றத்தில், ஷீலா வழக்கு தாக்கல் செய்தார். வழக்கினை விசாரித்த நீதிமன்ற தலைவர் பாலச்சந்திரன், பாலிசிக்கான ஆயுள் காப்பீடு தொகையை பாலிசிதாரரின் வாரிசான, அவரது மனைவிக்கு செலுத்தாமல் இன்சூரன்ஸ் நிறுவனம், சேவை குறைபாடு செய்துள்ளது உறுதியாகியுள்ளது.

பாலிசிக்கான இழப்பீடு தொகை 5 லட்சம் ரூபாய் வழங்க வேண்டும் எனவும், மன உளைச்சலுக்கு இழப்பீடாக 1 லட்சம் ரூபாய் மற்றும் வழக்கு செலவிற்காக 3,000 ரூபாய் வழங்க வேண்டும் என, "பாரதி அக்சா" நிறுவனத்துக்கு உத்தரவிட்டார்.

Do you know?

Industrially produced trans fats are harmful to health and are largely present in products like vanaspathi, margarine and bakery shortenings. Many of our food items are prepared using these products. As part of its "Eat Right India" campaign, Food Safety and Standards Authority of India has introduced the trans fat free logo.

Food establishments which use trans fat free fats/oil and do not have industrial trans fat of more than 0.2g/100g of food, in compliance with the Food Safety and Standards (Advertising and Claims) Regulations, 2018, can display "Trans Fat Free" logo in their outlets and on their food products. The use of the said logo is voluntary.



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CAG is a 34 year old non profit, non political, professional organization working towards protecting citizen's rights in consumer and environmental issues and promoting good governance including transparency, accountability and participatory decision making.

The complaints cell at CAG addresses specific problems of consumers. Also CAG regularly conducts consumer awareness programmes for schools, colleges and special target groups.

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