

Complaints filed on: 13-12-2024

Disposed on: 31-07-2025

**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL  
COMMISSION, TUMAKURU**

**DATED THIS THE 31<sup>st</sup> DAY OF JULY 2025**

**PRESENT**

**SMT.G.T.VIJAYALAKSHMI, B.Com., LL.M., PRESIDENT  
SMT.NIVEDITA RAVISH, B.A., LL.B.(Spl), LADY MEMBER**

**CC.No.164/2024**

Sri.Ramesh Naik.L ✓

S/o Late Lakshman Naik.R,

Aged 43 years,

Residing at Kadaranahalli Thandya,

Urdigere Hobli,

Tumkur Taluk and District-572140.

Advocate by Profession and Agriculturist.

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Twitter(X):RameshNaikL\_Tum.

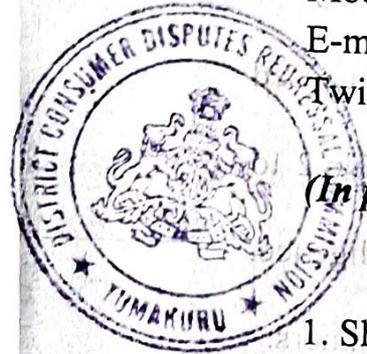
**(In person)**

**.....Complainant**

**V/s**

1. Shamika Indane Agencies  
Represented by its Proprietor/owner  
Sy.No.2/2, Kesaramadu Circle, Ring Road,  
Kyathsandra, Tumkur-572104.  
Phone:0816-2284666/2284774.

2. Indian Oil Corporation Ltd.,  
Bangalore Indane Divisional office  
Represented by its Divisional Manager/Head  
Unity Building, IV Floor, J.C.Road,  
Bangalore-560002.  
Phone:080-22220152/22220618



.....Opposite Parties

(OP No.1 By Sri.H.M.Ananthakumaraiah, Advocate)

(OP No.2 By Sri.Gireesha Kodgi, Advocate)

**:ORDER:**

**BY SMT.G.T.VIJAYALAKSHMI, PRESIDENT**

This complaint has been filed by the complainants against the OP U/s 35 of the Consumer Protection Act 2019 with a prayer to direct the OP No.1 to return the sum of Rs.150/- as price of new hose pipe and Rs.400/- as service charge which in total Rs.550/- spent by the complainant in getting new hose pipe of LPG cylinder connection of his house which ought to have done by the OP No.1 and OP No.1 to pay the sum of Rs.5,00,000/- for its negligence, carelessness, deficiency of service towards the complainant and mental pain and harassment caused to the complainant and his family members and direct the OP No.2 to take necessary and appropriate action against OP No.1 for its negligence, carelessness and deficiency of service towards its customers/consumers.

2. The brief facts of the complaint are as under:-

The complainant is a consumer, having LPG Gas connection with the consumer number 7042353658, of the Indane LPG distributor agency/company/firm Shamika Indane Agencies-Opposite party No.1. The OP No.1 is providing service of supplying LPG cylinder to



complainant's house since from the past many years. A copy of the LPG connection order standing in the name of complainant for his house is enclosed herewith as Annexure-C for the kind perusal of this Hon'ble Court.

Further complainant submitted that, the hose pipe connected from LPG cylinder to cooking gas stove of complainant's home's LPG connection installed by the OP No.1 was of seven year old pipe and its time of use seemed to have expired in the year 2022 as mentioned on the pipe itself. The regulator connecting LPG cylinder is also of Ten year old.

Further complainant submitted that, since from the month of June-2024, complainant's family members (Mother and wife) observed that occasionally there used to be a LPG smell coming when they light the stove for cooking and hence they immediately called to OP No.1 office phone number 0816-2284666 and requested to look into the problem but OP No.1 failed to address the same. After the matter was brought to the knowledge of the complainant, he requested OP No.1 couple of times in July and August 2024 to visit his house to check the LPG connection hose pipe and regulator by calling to OP No.1 office staff but every time OP No.1 neglected to address the problem.



The complainant having aggrieved by the negligence and failure on the part of OP No.1 to address complainant's grievance, complainant raised an online complaint dated 13.09.2024 with the service request number 11147439021086 in the grievance redressal mechanism provided by the OP No.2. Unfortunately the aforesaid complaint has been closed at one side without providing to the complainant, an opportunity of being heard and without resolving the issue raised in the complaint. Even after the same, complainant called to OP No.1 office number 0816-2284666 on 21.09.2024 and requested to resolve the issue but OP No.1 continued their attitude of negligence towards the consumers and the serious issue faced by the complainant.



Further, the complainant submits that not replacing the hose pipe and regulator of the LPG cylinder upon its expiry date of use might result in the leakage of LPG and pose danger to the life and property of the consumers/customers. The negligence and carelessness of OP No.1 in addressing such a serious problem when it was brought to their notice multiple times, amounts to deficiency in service on the part of OP No.1.

Further complainant submitted that, the staff of the OP No.1 also involved in demanding Rs.50 to 80/- extra amount upon delivery of the

LPG cylinder apart from its billing amount which amounts to unfair trade practice adopted by them.

Further submitted that, the complainant caused a legal notice dated 24.09.2024 issued to the OP No.1 through RPAD describing the entire issue but not received any reply. In fact the complainant wrote an E-mail dated 04.10.2024 to the OP No.2 mail ID [servocare@indianoil.in](mailto:servocare@indianoil.in), requesting to take action against OP No.1 but in vain. Hence this complaint.



After issuing the notice by this Hon'ble Commission, the OP present and files their version and submitted that, the OP No.2 is a company incorporated under the provision of company's act and central public sector undertaking under the Ministry of Petroleum and Natural Gas, Government of India is engaged inter-alia in the business of refining of crude oil, manufacture, processing, distribution and marketing of petroleum products including petrol (MS), Diesel (HSD), Lubricants, Liquefied Petroleum Gas ("LPG") etc. The LPG stands for liquefied petroleum gases. It can be easily liquefied at atmospheric temperature under moderate pressure. LPG in its pure form is colorless and odourless. However, compounds are added to give it a distinct smell so that if leaked, it can be easily detected. LPG meant for use as cooking

*Guy*

fuel in household kitchens, marketed by the public sector oil companies and each domestic consumer is entitled to 12 subsidized LPG cylinders of 14.2 Kg / 34 cylinders of 5 Kg in a financial year at subsidized rates. LPG is used in domestic household through an installation. A typical LPG installation consists of a cylinder, pressure regulator, LPG Hose and a gas stove.

Further OP submitted that, the PSU Oil Companies have a well spread network of distributors to service the LPG consumers in the

country. The Distributors are appointed through public advertisements.

The services rendered by the distributors to the LPG consumers like release of New LPG Connections and Additional Cylinder (Double

Bottle Connection), facilities for booking LPG refill etc. Accordingly

this OP No.1 had appointed OP No.1 as its Distributor vide

Distributorship agreement dated 10.12.2015 on Principal to Principal

basis for sale of corporation's liquefied Petroleum Gas (LPG) for house

hold consumers and commercial consumer like hotels, canteen's etc., as

permitted under law in the territory or distribution area. He had made

security deposit for due performance of his obligation under the contract.

The gas cylinder and pressure regulator supplied by the OPs were in

perfect condition and were supplied after subjecting them to thorough

quality checking. The complainant is bound to abide by the terms and



conditions under which the LPG connection has been released to him.

These are printed on the reverse of Subscription Voucher and contained in the undertaking submitted at the time of release of the connection.

The complainant has no rights or interest over the property of the equipment and he shall be responsible to the Corporation for its safe

custody until it is returned to the corporation or its Distributor. The

customer shall not create any interest in favour of any third party. The

customers must insist on a mandatory inspection of their LPG

installation once in 2 years, by the trained mechanic. This service is

available on payment of the requisite charges approved by the oil

company. This will help in safe up keep of the domestic LPG

installation. At the time of taking refill delivery, customer must satisfy

himself with the condition of the cylinder seal and weight. Once having

acknowledged receipt of cylinder with seal intact, correct weight and in

good condition, there shall be no scope for dispute with regard to the

same. The deliveryman will break open the seal in presence of the

customer and check that the cylinder is sound and fit for use. Customers

must get the cylinder connected to the regulator (DPR) and have the

installation checked for proper functioning, even for the additional

cylinder. The customer must adopt safe practices while using LPG. In

case of Leakage or in case there is smell of gas the customer should



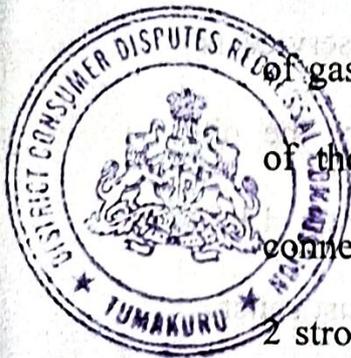
made a complaint Distributors who render prompt assistance in case of gas leakage and other complaints. The telephone numbers are mentioned on the refill cash memos, displayed at the distributor's showroom and also available on the oil companies websites. The services rendered by the distributor for attending to leakage complaints are free of charge.

Further OP submitted that, there was never any sort of any defect in the regulator supplied with the gas cylinders to the complainant from the very date of supply of the same as on 05.11.2016 resulting in leakage

of gas there from at any moment, as are now being claimed. The usage of the same regulator right from the day of installation of the gas connection without any sort of written complaint to the Opponents 1 and

2 strong evidence as well as the pointer to the fact that there cannot be any effect in the regulator, as are now being complained of. The last refill supplied to the said customer acknowledged by subscribing signature on cash memo wherein it is clearly stated that cylinder/equipment was tested for any leakage to the satisfaction of the customer.

Further submitted that, the LPG marketed by OP No.2 under the brand name Indane conforms to Bureau of Indian standards specification. The LPG brand "INDANE" caters to more than 140 million customers through its Distributors. The LPG cylinders supplied



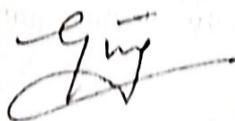
are thoroughly subjected to leakage tests by qualified personnel by using sophisticated equipment at the Bottling Plants. The Distributor in turn carries out pre-delivery checks before delivering the filled-in cylinder to the customers. This OP No.2 Indian oil corporation limited is a Government undertaking company and the company is providing a good service to its customers. The increasing number of customers year by year itself is an example to the good service of the company. Hence there is no chance of any deficiency in service by these OPs.

Further submitted that, the OP No.2 for the larger interest of all their consumers have obtained a policy of insurance from Tata AIG General Insurance Company Ltd., bearing policy No. Section I 0304011815 and Section II 0304011816 valid from 01.04.2024 to 31.03.2025 under Public Liability of Insurance Act of 1991 for coverage of the risks and bear all the expenditure of the aggrieved consumers in case of accident, injury, death or any type of untoward occurrences. The Section I of the Insurance policy provides same is being reproduced hereunder:

**Section I – Legal Liability**

The company will indemnify the insured against their legal liability to pay compensation including claimant cost, fees and expenses anywhere in India in accordance with Indian Law in the event of :

- (a) Accidental bodily injury to any person (not being a person engaged in and upon the service of the insured at the time of occurrence giving rise to such injury not a person claiming against the insured under any workmen's compensation Act)

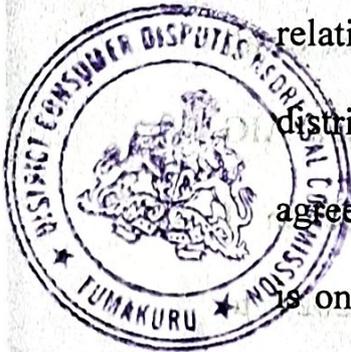


(b) Accidental damage to property (not being property of or belonging to or in the custody or under the control of the insured or any person in the services of the insured or upon which the insured or any such person is or has been working if that damage result directly from such work) happening during the period of insurance specified in the schedule in connection with Trade/Business as described in the schedule.

Therefore, so in this case also if at all the complainant has suffered any damages to the properties due to LPG fire accident, complainant should have made a claim with all documents and could have approached the above named Insurance company.

Further submitted that, the OP no.1 is the LPG Distributor and it's relationship with this OP No.2 is that of a Principal to Principal as per distributorship agreement executed 10.12.2015. Clause 1(a) of agreement clearly speaks that the appointment of OP No.1 as distributor is on Principal to Principal basis for sale of the corporation's LPG and Indian Oil Corporation Ltd., OP No.2 cannot be held responsible for any act or omission / commission of the Distributor, if any and as per clause 17 of the distributorship agreement entered into between OP No.1 and OP No.2, the distributor acts as a Principal and has to fully indemnify the corporation. Clause 17 of the Distributorship agreement executed between the Corporation (OP No.2) and distributor (OP No.1) reads as follows:

"In all contracts and engagements entered into by the distributor with the customers for sale of LPG and / or the sale and / or the sale and / or installation and / or repairs of appliances and / or connections thereof with LPG Cylinders (filled or empty) and / or refills and / or pressure regulators and / or attached equipment the

distributor shall act and shall always be deemed to have acted as principal and not as an agent or on account of corporation, and corporation shall not in any way be liable in any manner in respect of such contracts and / or engagements and / or in respect of any act or omission of the part of the distributor, his servants, agents, agents and workmen in regard to such installation, sale, distribution, connection, repairs or otherwise. The distributor shall be bound to inform the customers in writing of this provision, through correspondence or at the time of enrolment, of the customer”.

Further OP submitted that, clause 18 of the aforementioned Distributorship Agreement executed between these OP No.1 and OP No.2, clearly speaks that the distributor shall all time fully and effectively indemnify and keep indemnified and corporation against all losses damages, claims liabilities, suits, legal proceedings arising out of any claim by third parties whether on account of injury to person or loss of life or injury, loss or damage to any property. Clause 18 of the distribution of the distribution agreement executed between the corporation and distributor is reproduced herein below:

**Clause 18(a):** The distributor shall all time fully and effectively indemnify and keep indemnified and corporation its estates and effects from and against all losses, damages, claims, liabilities, suit, legal proceedings and otherwise howsoever from or in connection with any loss or injury to person or property in connection with any of the matters covered by this agreement or arising in the course of any of the contingencies referred to above or otherwise howsoever.”

**Clause 18(b):** Without effecting the generally of the indemnity referred to hereinabove the Distributor shall fully and effectively indemnify and keep indemnified the Corporation, it successors, assigns, estate, and effects officers, employees and agents from and against all losses, damages, claims liabilities, suits, legal proceedings or otherwise howsoever arising out of any claims made by all third parties whether on account of injury to person or loss of life or injury, loss or damages to any property and occasioned directly or indirectly and irrespective of the cause or quantification of such loss or damages and in particular in respect of third party claims covering all types of risks.....”.

*Guy*



It is submitted that such being the relationship of this OP No.2 IOCL with OP No.1 distributor, if at all it is proved that any negligence or deficiency of service is committed by OP No.1 distributor, then the OP No.1 distributor, shall be solely liable for the consequences.

However, OP No.1 distributor has insured the liability arising if any from such accidents, with the insurer the Oriental Insurance Company Limited bearing policy No.423201/48/2024/1080 valid from 18.02.2024 to 17.02.2025. hence, the liability, if any, shall have to be borne by the insurer. Therefore the Oriental Insurance Company Limited, is also proper and necessary party to the above complaint. Therefore, there is no deficiency in service by OP No.1 at any stage and hence are not liable for claim of any damage or compensation. The liability if any on the part of OP No.1 distributor shall have to be borne by his insurer, who as an insurer shall have to indemnify the other opposite parties.

Further OP submitted that, no proof is brought forward by the complainant that there was manufacturing defect in the cylinder or regulator. The fact is that the OP No.2 is taking adequate safety measure to avoid any type of incident. There is no deficiency of service on the part of OP No.2 (IOCL) and as such no liability can be fastened upon OP



No.2 for compensation. However, it is not disputed by OP No.2 that in case of proven case of LPG accident the Insurance Companies are liable to compensate the entire loss to complainant.

4. The complainant has filed his affidavit evidence and marked the documents as Ex.C1 to C7. Sri.Ramesh S/o Sh S B Iyasundaram, Divisional LPG Head, Bangalore Indane Divisional Office, Indian Oil Corporation Ltd, Bengaluru of OP No.2 filed affidavit evidence.

5. We have heard the arguments of complainant counsel. On perusal of copy of complaint and documents filed by the both parties the points that would arise for determination as follows:

- 1) Whether there is any deficiency in service on the part of OPs?
- 2) Whether complainant is entitled for reliefs sought for?

6. Our findings to the aforesaid points are as under:

Point No.1: Partly in the affirmative

Point No.2: As per the final order

**:REASONS:**

7. **Point No.1 and 2:-** On perusal of pleadings, evidence and documents submitted by the both parties, it is an admitted fact that, the complainant is a consumer, having LPG Gas connection with the consumer number 7042353658, of the (Indane LPG distributor) agency/company/firm




Shamika Indane Agencies-Opposite party No.1. The OP No.1 is providing service of supplying LPG cylinder to complainant's house since from 2016. The Ex.C3 discloses the same. It is also admitted fact that, the hose pipe connected from LPG cylinder to cooking gas stove of complainant's home's LPG connection installed by the OP No.1 was of seven year old pipe and its time of use seemed to have expired in the year 2022 as mentioned on the pipe itself. The regulator connecting LPG cylinder is also of Ten year old.



Since from the month of June-2024, complainant's family members (Mother and wife) observed that occasionally there used to be a LPG smell coming when they light the stove for cooking and hence they immediately called to OP No.1 office phone number 0816-2284666 and requested to look into the problem but OP No.1 failed to address the same. The complainant requested the OP No.1 couple of times in July and August 2024 to visit his house to check the LPG connection hose pipe and regulator by calling to OP No.1 office staff but every time OP No.1 neglected to address the problem.

The complainant having aggrieved by the negligence and failure on the part of OP No.1 to address complainant's grievance, **complainant raised an online complaint dated 13.09.2024 with the service request**



number 11147439021086 in the grievance redressal mechanism provided by the OP No.2. Unfortunately the aforesaid complaint has been closed at one side without providing to the complainant, an opportunity of being heard and without resolving the issue raised in the complaint. Complainant called to OP No.1 office number 0816-2284666 on 21.09.2024 and requested to resolve the issue, but it went in vain.

Now, the main allegation of the complainant is that, **not replacing the hose pipe and regulator of the LPG cylinder upon its expiry date of use might result in the leakage of LPG and pose danger to the life and property of the consumers/customers.** Staff of the OP No.1 involved in demanding Rs.50/- to 80/- extra amount upon delivery of the LPG cylinder apart from its billing amount.



Per contra, OP No.2 contended that, the OP No.2 is a company incorporated under the provision of company's act and central public sector undertaking under the Ministry of Petroleum and Natural Gas, Government of India is engaged inter-alia in the business of refining of crude oil, manufacture, processing, distribution and marketing of petroleum products including petrol (MS), Diesel (HSD), Lubricants, Liquefied Petroleum Gas ("LPG") etc. The LPG stands for liquefied petroleum gases. LPG meant for use as cooking fuel in household

kitchens, marketed by the public sector oil companies and each domestic consumer is entitled to 12 subsidized LPG cylinders of 14.2 Kg / 34 cylinders of 5 Kg in a financial year at subsidized rates. LPG is used in domestic household through an installation. A typical LPG installation consists of a cylinder, pressure regulator, LPG Hose and a gas stove.

Further the OP contended that, the PSU Oil Companies have a well spread network of distributors to service the LPG consumers in the country. The Distributors are appointed through public advertisements.

The services rendered by the distributors to the LPG consumers like release of New LPG Connections and Additional Cylinder (Double Bottle Connection), facilities for booking LPG refill etc. Accordingly this OP No.1 had appointed OP No.1 as its Distributor vide Distributorship agreement dated 10.12.2015 on Principal to Principal basis for sale of corporation's liquefied Petroleum Gas (LPG) for house hold consumers and commercial consumer like hotels, canteen's etc., as permitted under law in the territory or distribution area. He had made security deposit for due performance of his obligation under the contract. The gas cylinder and pressure regulator supplied by the OPs were in perfect condition and were supplied after subjecting them to thorough quality checking. The customers must insist on a mandatory inspection of their LPG installation once in 2 years, by the trained mechanic. This service is available on



*[Handwritten signature]*

payment of the requisite charges approved by the oil company. Customers must get the cylinder connected to the regulator (DPR) and have the installation checked for proper functioning, even for the additional cylinder. In case of Leakage or in case there is smell of gas the customer should make a complaint to Distributors who render prompt assistance in case of gas leakage and other complaints. The telephone numbers are mentioned on the refill cash memos, displayed at the distributor's showroom and also available on the oil companies websites. The services rendered by the distributor for attending to leakage complaints are free of charge.

Further OP contended that, there was never any sort of any defect in the regulator supplied with the gas cylinders to the complainant from the very date of supply of the same as on 05.11.2016 resulting in leakage of gas there from at any moment, as are now being claimed. The usage of the same regulator right from the day of installation of the gas connection without any sort of written complaint to the Opponents 1 and 2. The LPG cylinders supplied are thoroughly subjected to leakage tests by qualified personnel by using sophisticated equipment at the Bottling Plants. The Distributor in turn carries out pre-delivery checks before delivering the filled-in cylinder to the customers.



Further OP contended that, for the larger interest of all their consumers have obtained a policy of insurance from Tata AIG General Insurance Company Ltd., bearing policy No. Section I 0304011815 and Section II 0304011816 valid from 01.04.2024 to 31.03.2025 under Public Liability of Insurance Act of 1991 for coverage of the risks and bear all the expenditure of the aggrieved consumers in case of accident, injury, death or any type of untoward occurrences.

Therefore, so if at all the complainant has suffered any damages to the properties due to LPG fire accident, complainant should have made a claim with all documents and could have approached the above named Insurance company. Further contended that, the OP no.1 is the LPG Distributor and it's relationship with this OP No.2 is that of a Principal to Principal as per distributorship agreement executed 10.12.2015. Clause 1(a) of agreement clearly speaks that the appointment of OP No.1 as distributor is on Principal to Principal basis for sale of the corporation's LPG and Indian Oil Corporation Ltd., OP No.2 cannot be held responsible for any act or omission / commission of the Distributor, if any and as per clause 17 of the distributorship agreement entered into between OP No.1 and OP No.2. As per clause 18 of distributorship agreement executed between these OP No.1 and OP No.2, clearly speaks that the distributor shall all time fully and effectively indemnify and keep



*[Handwritten signature]*

indemnified and corporation against all losses damages, claims liabilities, suits, legal proceedings arising out of any claim by third parties whether on account of injury to person or loss of life or injury, loss or damage to any property. It is submitted that such being the relationship of this OP No.2 IOCL with OP No.1 distributor, if at all it is proved that any negligence or deficiency of service is committed by OP No.1 distributor, then the OP No.1 distributor, shall be solely liable for the consequences.



In spite of several opportunities granted the OP No.1 appeared through counsel, but not filed version, evidence and failed to address their arguments. Hence, the evidence, documents submitted by the complainant and OP No.2 unchallenged. Even after, receiving the request from complainant to check the LPG connection hose pipe and regulator, the OP No.1 neglected to address the problem and failed to change the hose pipe and regulator of the LPG cylinder upon its expiry date. The OP No.1 has not come forward to stop the collection/demanding of Rs.50/- to 80/- extra amount upon delivery of the LPG cylinder apart from its billing amount by their staff. These acts of OP No.1 amounts to unfair trade practice and deficiency of service. Hence, OP No.1 is liable to pay Rs.25,000/- as compensation and Rs.8,000/- as litigation expenses to the complainant. We do not find any

deficiency of service on the part of OP No.2. Therefore, complaint against OP No.2 is liable to be dismissed. Accordingly, we pass the following:-

**:ORDER:**

The complaint is allowed in part.

The OP No.1 is directed to Rs.25,000/- as compensation and Rs.8,000/- litigation expenses to the complainant.

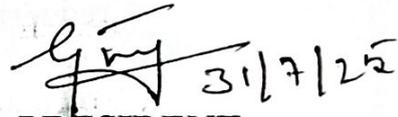
The complaint against OP No.2 is dismissed.

Further, the OP No.1 is directed to comply the above order within 45 days from the date of receipt/knowledge of the order.

Supply free copy of this order to both parties.

(Dictated to the Stenographer, got it transcribed, corrected and then pronounced in the Open Commission on this the 31<sup>st</sup> day of July, 2025).

Nivedita Parash,  
LADY MEMBER 31/7/2025

  
PRESIDENT

ದೃಢೀಕೃತ ಪ್ರತಿ (ಉಚಿತ)

ಶ್ರೀ S.M. Bharathi 01/09/25  
ಸಹಾಯಕ ರಿಜಿಸ್ಟ್ರಾರ್ ಹಾಗೂ ಸಹಾಯಕ ಆಯುಕ್ತರು  
ಕುಮಕೂರು ಜಿಲ್ಲಾ ಗ್ರಾಹಕರ ವ್ಯಾಜ್ಯಗಳ ಪರಿವಾರ ಆಯೋಗ.  
ಸ್ಥಳ : ಕುಮಕೂರು ದಿನಾಂಕ : 01.09.2025 50/2

