

MANU/CF/0055/2020

Equivalent Citation: I(2020)CPJ210(NC), 2020 (1) CPR 773

**IN THE NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION  
NEW DELHI**

Consumer Case Nos. 261 of 2012, 2238 of 2018, Consumer Case No. 267 of 2012, IA/2509/2013, IA/4409/2013, IA/6663/2015, IA/7297/2019, IA/8036/2019, IA/12784/2019, IA/12924/2019 IA/13416/2019, Revision Petition Nos. 1366 of 2019, 1731 of 2017, 1732 of 2017, 1733 of 2017, 1960 of 2016, 2047 of 2013, 222 of 2015, 2955 of 2018, 2956 of 2018, 2957 of 2018, 2958 of 2018, 2959 of 2018, 2960 of 2018, 2961 of 2018, 2962 of 2018, 2963 of 2018, 3159 of 2014, 3383 of 2018, 3384 of 2018, 721 of 2018, Revision Petition No. 722 of 2018, IA/4356/2018 and Revision Petition No. 82 of 2017

Decided On: 20.01.2020

Appellants: **Manu Solanki and Ors.**  
**Vs.**

Respondent: **Vinayaka Mission University and Ors.**

**Hon'ble Judges/Coram:**

*R.K. Agrawal, J. (President), V.K. Jain, J. (Member) and M. Shreesha, Member*

**Counsels:**

*For Appearing Parties: Ashish Kumar, AAG, Vineet Kumar Jain, Deepasha Talwar, Mansi Bajaj, Nidhi Tyagi, Nitin Prakash, Kaustubh Bhardwaj, Smaran Kapoor, Ruchita, Preeti Kakkar, Abhimanyu Garg, Ayushi Kakkar, Nicholas Choudhury, D. Bharat Kumar, Aman Shukla, Soumyajit Pani, Chittaranjan Singh, Pradeep Mishra, Binisa Mohanty, Shakti Verma, Monalisha Kosaria, D. Abhinav Rao, Sandeep Narain, Bhanwar Lal Parekh, Pratap Shanker, Preeti Jha, Monalisha Harsa, Pallav Mongia, Sneha Jeetam, Anant Aggarwal, Preeti Jha, Pratap Shanker, Monalisha Harsh, Abdul Rahiman Tambdi and Pooja Kashyap, Advocates*

**ORDER**

1. The case of the Complainants in Consumer Complaint No. 261 and 267 of 2017, is that the Opposite Party University has indulged in deficiency of service and unfair trade practice by inducing them and false assurances that the University had the requisite approvals and the Complainants, who were admitted in the offshore program in 2005-2006 comprising of two year study in Thailand and two and half years study in the Opposite Party University, would be getting their MBBS final degree conferred by the Opposite Party University and recognized by the Indian Government and Medical Council of India.

2. Learned Counsel appearing for the Complainants submitted that after two years of study in Thailand, the students were informed that they should continue their course at Thailand and would be conferred a Foreign Medical Degree and should subsequently appear for screening test in India. Learned Counsel submitted that a Writ Petition was preferred by the Opposite Party before the Hon'ble High Court of Madras seeking permission for the Complainants' seniors to appear in the screening test, which was allowed by the learned Single Judge. The National Board of Examination in the meantime filed a Writ Appeal and the Division Bench allowed the Writ Appeal holding

that the qualification is not a primary medical qualification since the Degree is not recognized by the Medical Council of India or the Council of Thailand. On 17.05.2010, the Complainants passed their final exams of MBBS course and were issued a Provisional Certificate. On 30.08.2010, the Complainants' senior preferred SLP (C) No. 25911 of 2010 and some of the Complainants have also preferred SLP (C) No. 10016 of 2011 and vide Order dated 22.02.2012, the Hon'ble Supreme Court dismissed the SLPs. It is the Complainants' case that thereafter several meetings were held with the University Vice Chancellor and the Registrar and it was orally committed that they would be offered seats in the Educational year 2012-2013 in the three Medical Colleges of the University in the NRI quota and in the event of the Opposite Party not getting recognition from Medical Council or the National Board of Examination their amounts would be refunded with interest. It is submitted by the learned Counsel that the Complainants were neither allowed to participate in the examination conducted and that the Academic Year 2012-2013 commenced without the Complainants being granted the seats nor any compensation was paid. Hence the Complaint seeking a direction to the Opposite Party to compensate for the deficiency of service and the unfair trade practice indulged in by the Opposite Party and pay each of the Complainant a sum of 1,44,13,573/- towards loss of social standing, loss of Academic Years, loss of career opportunities, mental and physical agony.

**3.** Learned Counsel appearing for the Opposite Parties placing reliance on the judgment of the Hon'ble Supreme Court in P.T. Koshy & Anr. Vs. Ellen Charitable Trust & Ors., MANU/SC/1324/2012 : 2012 (3) CPC 615 (SC), submitted that students are not 'Consumers' and 'Education' is not a commodity and that Educational Institutions are not rendering 'Service'. As against this argument, learned Counsel appearing for the Complainants' submitted that there were other judgment of the Hon'ble Supreme Court in Civil Appeal Nos. 7003-7004 of 2015, P. Sreenivasulu & Anr. Vs. P.J. Alexander & Anr., dated 09.09.2015, wherein the Hon'ble Supreme Court has clearly laid down that Educational Institutions would come within the purview of the Consumer Protection Act, 1986 and that Education is a Service. He further argued that in the judgment cited by the Counsel for the Opposite Parties it has not been emphatically laid down that the Consumer Fora do not have jurisdiction to entertain 'all disputes' regarding 'any activity' associated with 'Educational Institutions'.

**4.** The main point for consideration is whether all activities associated with Educational Institutions, whether they pertain to the admission stage; whether they are strictly a part of the curriculum; or whether these activities are involved in the 'course of imparting knowledge' and fall within the definition of 'Education' as envisaged by the Hon'ble Apex Court needs to be decided.

**5.** At this juncture, it is very relevant to understand the definitions of 'Consumer', 'Deficiency', 'Service', 'Student' and Education:

Definition of 'Consumer'

As per Section 2(d) of the Act "Consumer" means any person who--

(i) buys any goods for a consideration which has been paid or promised or partly paid and partly promised, or under any system of deferred payment and includes any user of such goods other than the person who buys such goods for consideration paid or promised or partly paid or partly promised, or under any system of deferred payment when such use is made with the approval of such person, but

does not include a person who obtains such goods for resale or for any commercial purpose; or

(ii) hires or avails of any services for a consideration which has been paid or promised or partly paid and partly promised, or under any system of deferred payment and includes any beneficiary of such services other than the person who 'hires or avails of the services for consideration paid or promised, or partly paid and partly promised, or under any system of deferred payment, when such services are availed of with the approval of the first mentioned person but does not include a person who avails of such services for any commercial purposes;

#### Definition of 'Deficiency'

As per Section 2(g) of the Act "Deficiency" means any fault, imperfection, shortcoming or inadequacy in the quality, nature and manner of performance which is required to be maintained by or under any law for the time being in force or has been undertaken to be performed by a person in pursuance of a contract or otherwise in relation to any service;

#### Definition of 'Service'

As per Section 2(o) of the Act "Service" means service of any description which is made avail-able to potential users and includes, but not limited to, the provision of facilities in connection with banking, financing insurance, transport, processing, supply of electrical or other energy, board or lodging or both, housing construction, entertainment, amusement or the purveying of news or other information, but does not include the rendering of any service free of charge or under a contract of personal service.

#### Definition of 'Student'

'Student' means one who studies or one who devotes to book or any study or enrolled for a course of instruction in any School, College or University. (Chambers 20 Century Dictionary)

#### Definition of 'Education'

A Seven Judge Bench of the Hon'ble Supreme Court in P.A. Inamdar & Ors. Vs. State of Maharashtra & Ors., MANU/SC/2621/2005 : (2005) 6 SCC 537, while dealing with admissions, students, fees and quota seats of professional unaided Educational Institutions, defined 'Education' as follows:

##### "Education

**81.** "Education" according to Chambers Dictionary is "bringing up or training; strengthening of the powers of body or mind; culture."

**82.** In Advanced Law Lexicon (P. Ramanatha Aiyar, 3rd Edition, 2005, Vol. 2) Education' is defined in very wide terms. It is stated:

'Education is the bringing up; the process of developing and training the powers and capabilities of human beings. In its broadest sense the word comprehends not merely the instruction received at school, or college but the whole course

of training moral, intellectual and physical; is not limited to the ordinary instruction of the child in the pursuits of literature. It also comprehends a proper attention to the moral and religious sentiments of the child. And it is sometimes used as synonymous with learning'."

**83.** In *Sole Trustee. Lok Shikshana Trust Vs. C.I.T. MANU/SC/0273/1975* : (1976) 1 SCC 254, the term 'Education' was held to mean:

"the systematic instruction, schooling or training given to the young in preparation for the work of life. It also connotes the whole course of scholastic instruction which a person has receive.....What education connotes.....is the process of training and developing the knowledge, skill, mind and character of students by formal schooling."

**84.** In 'India -- Vision 2020' published by Planning Commission of India, it is stated (at p. 250):

"Education is an important input both for the growth of the society as well as for the individual. Properly planned educational input can contribute to increase in the Gross National Products, cultural richness, build positive attitude towards technology and increase efficiency and effectiveness of the governance. Education opens new horizons for an individual, provides new aspirations and develops new values. It strengthens competencies and develops commitment. Education generates in an individual a critical outlook on social and political realities and sharpens the ability to self-examination, self-monitoring and self-criticism."

"The term 'Knowledge Society', 'Information Society' and 'Learning Society' have now become familiar expressions in the educational parlance, communicating emerging global trends with far-reaching implications for growth and development of any society. These are not to be seen as mere cliché or fads but words that are pregnant with unimaginable potentialities. Information revolution, information technologies and knowledge industries, constitute important dimensions of an information society and contribute effectively to the growth of a knowledge society." (ibid, p. 246)

"Alvin Toffler (1980) has advanced the idea that power at the dawn of civilization resided in the 'muscle'. Power then got associated with money and in 20th century it shifted its focus to 'mind'. Thus the shift from physical power to wealth power to mind power is an evolution in the shifting foundations of economy. This shift supports the observation of Francis Bacon who said knowledge itself is power'; stressing the same point and upholding the supremacy of mind power, in his characteristic expression, Winston Churchill said, "the Empires of the future shall be empires of the mind". Thus, he

corroborated Bacon and professed the emergence of the knowledge society." (ibid, p. 247)

In paras 87, 88 and 89 of the judgment the Hon'ble Apex Court has further laid down as follows:

*87. Under Article 41 of the Constitution, 'Right To Education', amongst others, is obligated to be secured by the State by making effective provision therefore. Fundamental duties recognized by Article 51A include, amongst others, (i) to develop the scientific temper, humanism and the spirit of inquiry and reform; and (ii) to strive towards excellence in all spheres of individual and collective activity so that the nation constantly rises to higher levels of endeavour and achievement. None can be achieved or ensured except by means of Education. It is well accepted by thinkers, philosophers and academicians that if JUSTICE, LIBERTY, EQUALITY and FRATERNITY, including social, economic and political justice, the golden goals set out in the Preamble to the Constitution of India are to be achieved, the Indian polity has to be educated and educated with excellence. Education is a national wealth which must be distributed equally and widely, as far as possible, in the interest of creating an egalitarian society, to enable the country to rise high and face global competition. 'Tireless striving stretching its arms towards perfection' (to borrow the expression from Rabindranath Tagore) would not be successful unless strengthened by Education.*

*88. Education is:*

*"....continual growth of personality, steady development of character, and the qualitative improvement of life. A trained mind has the capacity to draw spiritual nourishment from every experience, be it defeat or victory, sorrow or joy.*

*Education is training the mind and not stuffing the brain."*

*(See Eternal Values for A Changing Society, Vol. III Education for Human Excellence, published by Bharatiya Vidya Bhavan, Bombay, at p. 19)*

*"We want that education by which character is formed, strength of mind is increased, the intellect is expanded, and by which one can stand on one's own feet." "The end of all education, all training, should be man-making. The end and aim of all training is to make the man grow. The training by which the current and expression of will are brought under control and become fruitful is called education." (Swami Vivekanand as quoted in ibid, at p. 20)*

*89. Education, accepted as a useful activity, whether for charity or for profit, is an occupation. Nevertheless, it does not cease to be a service to the society. And even though an occupation, it cannot be equated to a trade or a business.*

(Emphasis supplied)

**6.** Now we address ourselves to the ratio laid down by the Hon'ble Supreme Court in a catena of judgments with respect to 'Education' and 'Educational Services' vis-a-vis Consumer Protection Act, 1986.

**7.** In Bihar School Examination Board vs. Suresh Prasad Sinha, MANU/SC/1605/2009 :



(2009) 8 SCC 483, dated 04.09.2009, it has been held by the Hon'ble Supreme Court that any dispute relating to fault in holding of examination and non-declaration of result by an examinee does not fall within the purview of the Consumer Protection Act, 1986. The following principle was laid down by the Hon'ble Supreme Court:

*"11. The Board is a statutory authority established under the Bihar School Examination Board Act, 1952. The function of the Board is to conduct school examinations. This statutory function involves holding periodical examinations, evaluating the answer scripts, declaring the results and issuing certificates. The process of holding examinations, evaluating answer scripts, declaring results and issuing certificates are different stages of a single statutory non-commercial function. It is not possible to divide this function as partly statutory and partly administrative.*

*12. When the Examination Board conducts an examination in discharge of its statutory function, it does not offer its "services" to any candidate. Nor does a student who participates in the examination conducted by the Board, hires or avails of any service from the Board for a consideration. On the other hand, a candidate who participates in the examination conducted by the Board, is a person who has undergone a course of study and who requests the Board to test him as to whether he has imbibed sufficient knowledge to be fit to be declared as having successfully completed the said course of education; and if so, determine his position or rank or competence vis-a-vis other examinees. The process is not therefore availment of a service by a student, but participation in a general examination conducted by the Board to ascertain whether he is eligible and fit to be considered as having successfully completed the secondary education course. The examination fee paid by the student is not the consideration for availment of any service, but the charge paid for the privilege of participation in the examination.*

*13. The object of the Act is to cover in its net, services offered or rendered for a consideration. Any service rendered for a consideration is presumed to be a commercial activity in its broadest sense (including professional activity or quasi-commercial activity). But the Act does not intended to cover discharge of a statutory function of examining whether a candidate is fit to be declared as having successfully completed a course bypassing the examination. The fact that in the course of conduct of the examination, or evaluation of answer-scripts, or furnishing of mark-sheets or certificates, there may be some negligence, omission or deficiency, does not convert the Board into a service-provider for a consideration, nor convert the examinee into a consumer who can make a complaint under the Act. We are clearly of the view that the Board is not a 'service provider' and a student who takes an examination is not a 'consumer' and consequently, complaint under the Act will not be maintainable against the Board.*

(Emphasis supplied)

**8.** Learning Counsel appearing for the Complainant in Consumer Complaint No. 261 of 2012, relied on another judgment of the Hon'ble Supreme Court in Punjab Urban Planning and Development Authority (Now GLADA) Vs. Vidya Chetal, MANU/SC/1266/2019 : (2019) 9 SCC 83, dated 16.09.2019, rendered by a three Judge Bench, in which the Hon'ble Apex Court placed reliance on Lucknow Development Authority Vs. M.K. Gupta, MANU/SC/0178/1994 : (1994) 1 SCC 243, Ghaziabad Development Authority Vs. Balbir Singh, MANU/SC/0282/2004 : (2004) 5 SCC 65, On

Prakash Vs. Reliance General Insurance Company and Anr., MANU/SC/1259/2017 : (2017) 9 SCC 724 and Commissioner of Customs (import), Mumbai Vs. Dilip Kumar and Others MANU/SC/1385/2015 : (2018) 9 SCC 40 and held in para 16 and 21 as follows:

"16. On a different note, if the statutory authority, other than the core sovereign duties, is providing service, which is encompassed under the Act, then, unless any Statute exempts, or provides for immunity, for deficiency in service, or specifically provides for an alternative forum, the Consumer Forums would continue to have the jurisdiction to deal with the same. [3] We need to caution against over inclusivity and the tribunals need to satisfy the ingredients under Consumer Protection Laws, before exercising the jurisdiction.

**21.** We may also refer to the case of Ghaziabad Development Authority (supra) wherein this Court, relying upon Lucknow Development Authority case (supra), held that the power of the Consumer forum extends to redressing any injustice rendered upon a consumer as well as over any mala fide, capricious or any oppressive act done by a statutory body. The relevant para of the judgment reads as under:

"6. ...Thus, the law is that the Consumer Protection Act has a wide reach and the Commission has jurisdiction even in cases of service rendered by statutory and public authorities. Such authorities become liable to compensate for misfeasance in public office i.e. an act which is oppressive or capricious or arbitrary or negligent provided loss or injury is suffered by a citizen.

...

Where there has been capricious or arbitrary or negligent exercise or non-exercise of power by an officer of the authority, the Commission/Forum has a statutory obligation to award compensation. If the Commission/Forum is satisfied that a complainant is entitled to compensation for loss or injury or for harassment or mental agony or oppression, then after recording a finding it must direct the authority to pay compensation and then also direct recovery from those found responsible for such unpardonable behavior.

**9.** The Hon'ble Supreme Court concluded that determination of the dispute concerning authority of the imposition of statutory dues arising out of a deficiency in service can be undertaken by the Consumer Fora as per the provisions of the Act. Learned counsel appearing for the Complainants submitted that in view of this observation, any deficiency of service by a Statutory Board also falls within the ambit of the Consumer Protection Act as it was rendered by a larger bench and was a later decision.

**10.** In Maharshi Dayanand University Vs. Surjeet Kaur, MANU/SC/0485/2010 : 2010 (11) SCC 159, dated 19.07. 2010, the Hon'ble Supreme Court has examined in detail the jurisdiction of the Consumer Fora to entertain a Complaint with respect to deficiency of service by Educational Institutions. It is relevant to briefly touch upon the facts of this case. The Complainant was pursuing M.A. and B.Ed. simultaneously, contrary to General Rules of examination which prohibits pursuing two courses simultaneously. She had chosen to continue M.A. while admission of B. Ed was cancelled. Without disclosing said fact the Complainant managed to appear in supplementary examination for B.Ed. and passed, which result was withheld on detecting the mischief. A Complaint was filed for direction to award B.Ed., degree as the University refused to confer the degree of

B.Ed. on the Complainant. The Complainant approached the District Forum in the year 2000 praying for the relief, which has been allowed vide Order dated 24.09.2004 directing the University to issue of B.Ed. degree and also awarded 1,000/- as compensation. In an Appeal filed by the University before the State Commission, the same was allowed vide judgment dated 19.10.2005 and the Order of the District Forum was set aside holding that the District Forum did not have jurisdiction to entertain the Complaint. Revision Petition under Section 21 of the Consumer Protection Act, 1986 was preferred before the National Commission, which placed reliance on its larger Bench Order in First Appeal No. 643 of 1994 dated 31.05.2011 and held that imparting of education by the Educational Institution for consideration, falls within the ambit of "Service" as defined under the Act and further relied on the judgment of the Hon'ble Supreme Court in Bangalore Water Supply & Sewerage Board Vs. A. Rajappa, MANU/SC/0257/1978 : (1978) 2 SCC 213 and held that in view of the ratio of the said decision and the peculiar facts of the case, the Complainant was entitled for the relief claimed and accordingly the University was directed to issue a B.Ed. degree.

**11.** Addressing the most important issue with respect to Jurisdiction, the Hon'ble Supreme Court noted as follows:

*"20. The third and the most important issue that deserves to be answered is the competence of the District Forum and the hierarchy of the Tribunals constituted under the Act 1986 to entertain such a complaint. In our opinion, this issue is no longer res integra and has been extensively discussed by a recent judgment of this Court in the case of Bihar School Examination Board Vs. Suresh Prasad Sinha, MANU/SC/1605/2009 : (2009) 8 SCC 483, where it has been held that:-*

*"that the Board is not a 'service provider' and a student who takes an examination is not a 'consumer' and consequently, complaint under the Act will not be maintainable against the Board."*

(Emphasis added)

*21. The respondent abused the privilege of appearing in the B.Ed., examination though she was not entitled to avail of the benefit of notification dated 16.3.1998.*

*22. The National Commission appears to have been swayed by observations made in the Bangalore Water Supply case (supra). The respondent as a student is neither a consumer nor is the appellant rendering any service. The claim of the respondent to award B.Ed., degree was almost in the nature of a relief praying for a direction to the appellant to act contrary to its own rules. The National Commission, in our opinion, with the utmost respect to the reasoning given therein did not take into consideration the aforesaid aspect of the matter and thus, arrived at a wrong conclusion.*

(emphasis supplied)

*23. The case decided by this Court in Bihar School Examination Board (supra) clearly lays down the law in this regard with which we find ourselves in full agreement with. Accordingly, the entire exercise of entertaining the complaint by the District Forum and the award of relief which has been approved by the National Commission do not conform to law and we, therefore, set aside the same. We wish to make it clear that the National Commission felt that the respondent had been "harassed" and has also gone to the extent of using the*



word "torture" against an officer of the appellant. The appellant is an autonomous body and the decision of the appellant and the statutory provisions have to be implemented through its officers. This also includes the implementation of all such measures which have a statutory backing and if they are implemented honestly through a correct interpretation, the same, in our opinion, cannot extend to the degree of torture or harassment. The appellant had to battle out this litigation upto this Court to establish the very fundamental of the case that the District Forum had no jurisdiction to entertain any such complaint and, in our opinion, they have done so successfully.

24. The appeal is accordingly allowed. The judgment and order of the District Forum and the National Commission are set aside. No costs."

(Emphasis Supplied)

**12.** It is the case of the learned Counsel appearing for the Educational Institutions that the Hon'ble Supreme Court has clearly culled down the principles and has emphatically laid down that Student is not a Consumer and Educational Institutions are not providing any 'Service'.

**13.** It is relevant to reproduce the order of the Hon'ble Supreme Court in P.T. Koshy (Supra):

*"In view of the judgment of this Court in Maharshi Dayanand University Vs. Surjeet kaur MANU/SC/0485/2010 : 2010 (11) SCC 159 : 2010 (2) Code of Civil Procedure 696 S.C. wherein this Court placing reliance on all earlier judgments has categorically held that education is not a commodity. Educational institutions are not providing any kind of service, therefore, in matter of admission, fees etc.. there cannot be a kind of service therefore, in matter of admission, fee etc.. there cannot be a question of deficiency of service. Such matters cannot be entertained by the Consumer Forum under the Consumer Protection Act, 1986. In view of the above, we are not inclined to entertain the special leave petition. Thus, the Special Leave Petition is dismissed."*

(Emphasis supplied)

**14.** In the aforementioned judgment the Hon'ble Supreme Court placed reliance on Maharshi Dayanand University (supra) and observed that Education is not a "Commodity" and that Educational Institutions are not providing any kind of "Service", therefore, in the matter of admission fees etc., there cannot be a question of deficiency of service.

**15.** Learned Counsel appearing for the Complainants/students vehemently contended that the ratio of this order has to be interpreted in the sense that it was applicable only to cases which involve 'Core Education' services and not all activities which relate to Educational Institutions and that both Bihar School Examination Board (Supra) and Maharshi Dayanand University (supra), refer to conference of a degree and conduction of an examination, which do not sum up the entire gamut of "Education". He further argued that non affiliation and non-recognition is unfair trade practice indulged by the Educational Institution has not been addressed to in these cases.

**16.** At this juncture, learned Counsel appearing for the Educational Institutions placed reliance on the judgment of the Hon'ble Supreme Court in Prof. K.K. Ramachandran Director/Vice Principal G.R.D. College of Science. Coimbatore Vs. S. Krishnaswamy & Anr. Civil Appeal No. 4133 of 2013 decided on 29.04.2013, by which order, the Appeal preferred by Prof. K.K. Ramachandran, Director/Vice Principal, G.R.D. College of

Science, Coimbatore was allowed and the order of the State Commission was set aside with the following observation:

*"Heard learned counsel for the parties and perused the record.*

*In view of the judgment of this court in Maharshi Dayanand University vs. Surjit Kaur MANU/SC/0485/2010 : (2010) 11 SCC 159 wherein all earlier judgment of this Court has been considered and wherein it has been consistently held that imparting education is not rendering service and therefore these matters cannot be subject matters under the Consumer Protection Act, 1986.*

*In view of the aforesaid judgment, the appeal is allowed the judgments and orders of the courts below are said aside with the liberty to the respondent to approach the appropriate forum. However, it is made clear that we express no opinion on the merits of the case including the issue of limitation. If the respondent approaches any including the issue of limitation. If the respondent approaches any such forum, the matter may be dealt with strictly in accordance with law."*

(Emphasis supplied)

**17.** In *Unni Krishnan, J.P. & Anr. Vs. State of Andhra Pradesh & Ors.*, MANU/SC/0333/1993 : (1993) 1 SCC 645, dated 04.02.1993, the Hon'ble Supreme Court observed that Education has never been a commerce in this country and that establishing an Educational Institution can neither be a trade or business nor can it be a profession within the meaning of article 19(1)(g), it was held that "Education" in its truest aspect is more a mean and a vocation rather than a profession or trade or business, however wide may be the denotation of the two later words.

**18.** The Learned Counsel appearing for the Educational Institutions in Revision Petition Nos. 1731 to 1733 of 2017, vehemently contended that the definition of Education, includes imparting education of incidental services like taking out children for an Education excursion tours, to develop their overall personality and held that such activities also fall within the definition of 'Core Education' and cannot come within the scope and ambit of Consumer Protection Act, 1986. He relied on the judgment of the Hon'ble Calcutta High Court in *Smt. Taneja and Another Vs. Calcutta Distt. Forum and others* (MANU/WB/0014/1992 : AIR 1992 Cal 95), in which the Hon'ble High Court, while considering whether the Education activities fall within the purview of Consumer Protection Act, 1986 has observed in para 19 and 20 as follows:

"19. The first and vital point is that whether Education comes within the purview of Consumer Protection Act, 1986. From the definition of Consumer and Service as given hereinbefore it is abundantly clear that Education does not come under the purview of this Act. The service rendered by a teacher is not a kind of service as described in S. 2(o) of the Act. It does not come under the purview of banking, financing, insurance, transport, processing, supply of electricity or other energy, board or lodging or both, entertainment, amusement or the purveying a news or other information, but does not include the rendering of any service of free of charges or under a contract of personal service. This definition of service is very widely clear and it must be noted that there is no contract of personal service so far as the teaching of a student in an educational institution is concerned, nor the contract as mentioned in S. 2(o) comes in any way under S. 2 of the Contract Act. In *MANU/SC/0282/1988 : AIR 1988 SC 1700* (supra) the Supreme Court has very expressly spelt out "that

imparting of education is in the nature of a mission or a noble vocation. A teacher educates children, he moulds their character, builds up their personality and makes them fit to become a responsible citizen. Children grow under the care of teachers the clerical work, if any they may do, is only incidental to their principal work of teaching." The definition of service under S. 2(o) if read with Ss. 2(c)(iii) and 2(d)(ii) and 2(g) of the Act, it becomes apparent that the relationship of teacher and student of an educational institution is not a service on hire because student is not such a consumer which is linked any way with the buyer of any economic goods and hire has not been linked with education, teacher and student. The contract as referred to in S. 2(g) certainly is not the contract as defined in S. 2(o) because the very conception of the contract cannot be forced into the Consumer Protection Act so far as education, teacher and student are concerned. It has been very expressly decided in 1991 (I) CIJ 226 : 1991 (1) CHN 322 (supra) that the West Bengal Board of Secondary Education Act, 1963 and the Rules and Regulations framed thereunder are quite comprehensive and completely statutory in nature and independent of any other Act. Any complaint on the part of any member of the teaching staff of a secondary educational institution can be effectively dealt with under the Management of Recognised Non-Government Institutions (Aided and Unaided) Rules, 1969 without referring it to any other authority.

**20.** From the above discussion it is crystal clear that Education does not come within the scope of Consumer Protection Act, 1986 and the Calcutta District Forum had no jurisdiction to entertain the complaint of the respondent No. 3 and all the orders passed on the complaint by the Calcutta District Forum are illegal and without jurisdiction."

**19.** The contention of the learned Counsel that teachers cannot be made liable for any act of deficiency, is not a reference issue in the instant matter, and hence is not being addressed to.

**20.** The learned Counsel appearing in Revision Petitions No. 1731 to 1733 of 2017 further submitted that definition of Education has to be considered holistically and therefore when Hon'ble Supreme Court in Maharshi Dayanand University (supra), P.T. Koshy & Anr. (Supra) and in Prof. K.K. Ramachandran (Supra) held that Education is not a 'Commodity' and 'Educational Institutions' are not rendering 'Service', the entire gamut of all areas of Education should be taken into consideration. He relied on the judgment of the Hon'ble Supreme Court in State of Tamil Nadu Vs. K. Shyam Sunder & Ors., MANU/SC/0915/2011 : (2011) 8 SCC 737, dated 09.08.2011, in which it was observed that Education is not a 'Consumer Service' nor can the Educational Institutions be equated with shops, therefore, "there are a statutory prohibitions for establishing and administering educational institutions without prior permission or approval by the authority concerned"

**21.** The Hon'ble Supreme Court in P. Sreenivasulu (Surpa) allowed the Civil Appeals preferred by the students and held as follows:

*"No one is present on behalf of the respondents despite service.*

*Leave granted.*

*We have heard learned counsel for the appellants.*

*A dispute was raised by the appellants with regard to deficiency in service by the*

*college run by the respondent Educational Foundation.*

*The National Consumer Disputes Redressal Commission (in short 'the National Commission') was of the opinion that in view of the decision of the Madras High Court in *The Registrar, University of Madras & Anr. v. Union of India & Ors.* [MANU/TN/0111/1994 : 1995 Writ.L.R. 246], the complaint before the State Commission was not maintainable. The attention of the National Commission was also drawn to a judgment delivered by the National Commission itself in *Bhupesh Khurana & Ors. v. Vishwa Buddha Parishad & Ors.* [MANU/CF/0012/2000 : 2000 CTJ 801 (CP)] in which it is held that a deficiency by an Educational Institute would come within the scope of the Consumer Protection Act, 1986.*

*The National Commission preferred to rely on the decision of the Madras High Court rather than its earlier decision rendered in *Bhupesh Khurana* (supra).*

*It has been brought to our notice that an appeal was filed against the order of the National Commission in *Bhupesh Khurana* and the decision in the appeal is reported as *Buddhist Mission Dental College & Hospital v. Bhupesh Khurana & Ors.* [MANU/SC/0204/2009 : (2009) 4 SCC 473]. The view expressed by the National Commission was upheld by this Court in the aforesaid decision.*

*Under the circumstances, an educational institution would come within the purview of the Consumer Protection Act, 1986 and the decision rendered by the Madras High Court would no longer be good law. Under the circumstances, we hold that the complaint filed before the State Commission was maintainable.*

*Accordingly, we set aside the judgment and order dated 12.09.2002 passed by the National Commission and remand the matter to the State Commission for its decision on merits.*

*The civil appeals are allowed."*

(Emphasis supplied)

**22.** In the aforementioned judgment the Hon'ble Supreme Court placed reliance on *Buddhist Mission Dental College & Hospital Vs. Bhupesh Khurana & Ors.*, MANU/SC/0204/2009 : (2009) 4 SCC 473, dated 13.02.2009, in which the view expressed by the National Commission was upheld by the Hon'ble Supreme Court. In this decision dated 09.09.2015, it was held by the Hon'ble Supreme Court that the decision rendered by the Madras High Court was no longer good in law and set aside the order dated 12.09.2002, passed by the National commission.

**23.** In *Buddhist Mission Dental College* (supra), which was rendered prior to *Maharshi Dayanand University* (supra), *P.T. Koshy & Anr.* (Supra), the Hon'ble Supreme Court placed reliance on *Bangalore Water Supply & Sewerage Board* (Supra) and held as follows:

"35. The Commission also held that this Court in *Bangalore Water Supply and Sewerage Board* (supra) held as under: [para 118 at page 583]:-

"95. ...In the case of the University or an educational institution, the nature of the activity is, ex hypothesi, education which is a service to the community. Ergo, the University is an industry..."

The Commission further held as under:

*"Imparting of education by an educational institution for consideration falls within the ambit of 'service' as defined in the Consumer Protection Act. Fees are paid for services to be rendered by way of imparting education by the educational institutions. If there is no rendering of service, question of payment of fee would not arise. The complainants had hired the services of the respondent for consideration so they are consumers as defined in the Consumer Protection Act."*

(Emphasis Supplied)

**36.** The Commission rightly came to the conclusion that this was a case of total misrepresentation on behalf of the institute which tantamounts to unfair trade practice. The respondents were admitted to the BDS Course for receiving education for consideration by the appellant college which was neither affiliated nor recognized for imparting education. This clearly falls within the purview of deficiency as defined in the 20 Consumer Protection Act, which defines the 'deficiency' as under:

"'Deficiency' means any fault, imperfection, shortcoming or inadequacy in the quality, nature and manner of performance which is required to be maintained by or under any law for the time being in force or has been undertaken to be performed by a person in pursuance of a contract or otherwise in relation to any service."

Therefore, the Commission rightly held that there was deficiency in service on the part of the institute and the claimants respondents are entitled to claim the relief as prayed in the plaint. The appeal filed by the appellant is devoid of any merit and deserves.

**24.** The facts in this case are with respect to deficiency of service by an Education Institutions that is a Dental College for admitting students, when it was neither affiliated with the university nor recognized by Dental Council of India. It was noted that this act of the College falls within the purview of deficiency as defined in the Act and confirmed the order of the National Commission directing refund of admission expenses to student with interest @12% per annum.

**25.** It is the case of Learned Counsel appearing for the Complainants that the facts in Buddhist Mission Dental College (supra), relate to deficiency of service on account of non-affiliation and that it does not fall within any deficiency rendered during the 'Course of Education' being imparted 'Post Admission'.

**26.** At the outset, we address ourselves to whether the latest judgment of the Hon'ble Supreme Court, needs to be followed, when the Bench is of equal strength. At the cost of repetition, the Hon'ble Supreme Court in P. Sreenivasulu (supra) dated 09.09.2015, relied on Buddhist Mission Dental College (supra), and held that student was a Consumer and Service rendered by Education Institutions fall within the definition of 'Service'.

**27.** Subsequently there was another judgment rendered by the Hon'ble Supreme Court, in Civil Appeal Nos. 17802 and 17803 of 2017 between Anupama College of Engineering Vs. Gulshan Kumar and Anr. dated 30.10.2017, in which the Hon'ble Supreme Court, directly addressed to the issue whether a College is a 'Service Provider' for the purpose



of Consumer Protection Act, 1986, and reliance was placed on the judgment of the Hon'ble Apex Court in *Maharshi Dayanand University (supra)*, *P.T. Koshy & Anr. (Supra)*:

*"Leave granted. The only question raised in this case is whether a college is a service provider for the purposes of the Consumer Protection Act, 1986. Learned counsel for the appellant has placed the decision of this Court in Maharshi Dayanand University v. Surjeet Kaur [MANU/SC/0485/2010 : (2010) 11 SCC 159]. The aforesaid decision was followed by this Court in SLP(C) No. 22532/2012 titled as P.T. Koshy & Anr. v. Ellen Charitable Trust & Ors. The order reads as follows: "In view of the judgment of this Court in Maharshi Dayanand University v. Surjeet Kaur [MANU/SC/0485/2010 : (2010) 11 SCC 159] wherein this Court placing reliance on all earlier judgments has categorically held that education is not a commodity. Educational institutions are not providing any kind of service, therefore, in matter of admission, fees etc., there cannot be a question of deficiency of service. Such matters cannot be entertained by the Consumer Forum under the Consumer Protection Act, 1986. In view of the above, we are not inclined to entertain the special leave petition. Thus, the special leave petition is dismissed." In view of the consistent opinion expressed by this Court, the orders passed by the National Consumer Disputes Redressal Commission in Revision Petition No. 3571/2013 and Revision Petition No. 807/2017 are not in accordance with the decision of this Court and are therefore set aside. The civil appeals are allowed."*

(Emphasis supplied)

**28.** The brief facts of ***Anupama College of Engineering (Supra)*** are that the Complainant after getting admission in the Institute and depositing the fee, withdrew from the institution within one week that is prior to the last date of admission and sought for refund of the fees. The District Forum allowed the Complaint directing the institution to refund the amount of 5000/- with interest @ 7 % per annum with effect from filing of the complaint till the date of realisation. The Educational Institution did not challenge the order of the District Forum and execution proceedings were filed vide EA/66/2010, which was challenged by the Institution by filing a Revision Petition before the State Commission. The State Commission dismissed the Revision observing that the substantive order was not challenged and has therefore attained finality. Aggrieved by the said order of the District Forum, a Revision Petition was preferred by the College before the National Commission, which dismissed the Revision Petition on the ground of limitation and no other question was gone into. On an Appeal preferred by the College the Hon'ble Supreme Court in the aforementioned decision observed that there was a consistent opinion expressed by the court in ***Maharshi Dayanand University (supra)***, ***P.T. Koshy & Anr. (Supra)***, and set aside the order of the Consumer Forum.

(Emphasis supplied)

**29.** It is the case of the learned Counsel appearing for the Complaints that the question of non-affiliation has not been gone into by the Hon'ble Supreme Court and therefore the judgment of the Apex Court in *P. Sreenivasulu (supra)* holds.

**30.** It is submitted that the order in *Maharshi Dayanand University (supra)*, *P.T. Koshy & Anr. (Supra)*, was not brought to the notice of the learned Bench in *P. Sreenivasulu (supra)* dated 09.09.2015, though they were subsequent to *Buddhist Mission Dental College (supra)*, which was relied on. Likewise, the decision of *P. Sreenivasulu (supra)* was not brought to the notice of the Bench, while deciding the matter of *Anupama*

College of Engineering (Supra), it is relevant that both the judgments were rendered by the Division Bench of two Hon'ble Judges in which one of the Hon'ble Judge was common.

**31.** At this juncture, we find it a fit case to place reliance on the observations made by Justice Dr. B.S. Chauhan relevant to the Law of Precedent dated 14.09.2008:

"(a) The Supreme Court in *Anugrah Narain Singh v. State of U.P.* MANU/SC/1252/1996 : (1996) 6 SCC 303, cautioned the High Courts of the judicial discipline and adherence to the rule of precedents, observing that when there is a difference of views between coordinate Benches of equal strength, the matter should be referred to a larger bench, instead of passing any order. (See also: *Jaisri Sahu v. Rajdewon Dubey*, MANU/SC/0371/1961 : AIR 1962 SC 83; *Delhi Development Authority v. Ashok Kumar Behal*, MANU/SC/0691/2002 : AIR 2002 SC 2940; and *Union of India v. Raghubir Singh*, MANU/SC/0619/1989 : (1989) 2 SCC 754).

(b) Decision of larger Bench will prevail over the decision of a smaller Bench.

(c) Decisions of a smaller Bench prevails, which deals with and explains the decision of larger Bench. (*Union of India v. Nirala Yadav* MANU/SC/0580/2014 : (2014) 9 SCC 457).

(d) If decision of coordinate Benches of equal strength differ, and the later decision does not notice or consider the earlier decision, then the Court may choose to follow that decision which is closer to the facts of the case at hand and deals more directly with the legal issue.

(e) If a court considering a particular provision of law is faced with two decisions, it will follow the one, which deals with the same or identical provision rather than the decision which deals with a similar but not an identical provision, even if the latter is by a larger Bench or a later judgment.

(f) When a Constitution Bench has decided an issue and subsequent smaller Benches have not considered it or answered the similar issues somewhat differently, the later decisions should be construed in terms of the Constitution Bench decision as the smaller Benches could not have intended a different view. [See: Mohan Parasaran: "How to Comprehend Precedents"(2016) 2 SCC 28 (J)]"

**32.** We rely on the judgment of the Full Bench of the Hon'ble Supreme Court in *Amar Singh Yadav & Ors. Vs. Shanta Devi & Ors.*, MANU/BH/0021/1987 : AIR 1987 Patna 191, in which the Hon'ble Supreme Court while deciding the Law of Precedence has observed that when there is a direct conflict between two decisions of the Supreme Court of co-equal Bench, the subordinate Court must follow the judgments which states the law more elaborately and accurately and that the question whether the decision is earlier or later is not material. In the instant case in *Maharishi Dayanand University Case* (Supra) the Hon'ble Supreme Court had discussed the law elaborately.

**33.** Keeping in view *Maharshi Dayanand University* (supra) has addressed on merits and the question of law in detail and the same has been consistently followed by the Hon'ble Supreme Court in *P.T. Koshy & Anr.* (Supra), *Prof. K.K. Ramachandran* (Supra) and the latest decision of *Anupama College of Engineering* (Supra), we are of the considered view that the ratio laid down by the Hon'ble Supreme Court in the last judgment that is

Anupama College of Engineering (Supra) has to be followed.

**34.** However, at this juncture, it is significant to note here that the ratio in Maharshi Dayanand University (supra), P.T. Koshy & Anr. (Supra), Prof. K.K. Ramachandran (Supra) and Anupama College of Engineering (Supra) does not address to the aspect of what comprises 'Core Education' and whether all activities related to Education/Educational institutions would be excluded from the purview of the Act.

**35.** We find force in the contention of the learned Counsel appearing for the Petitioner in Revision Petition No. 3159 of 2014, who vehemently contended that post admission and having attended college for some period of time if the students leaves the college within his own volition and the seat falls vacant, which may or may not be filled by another candidate, the fee cannot be refundable as issue of is of 'post admission' and the student had left the seat 'during the course of imparting education'. Any defect/deficiency in conferring of a degree/diploma, marks, certificates which may arise 'during the course of imparting of Education' does not fall within the purview of Consumer Protection Act, 1986. Hence, the aforementioned judgments squarely apply and students falling in this category are not 'Consumers'.

**36.** Learned Counsel appearing for the Petitioners in Revision Petition Nos. 721 and 722 of 2018 submitted that Complainants' questioning allotment of seats in any specific location after having paid the fees cannot be constructed to be a Consumer as it falls within the 'Course of imparting education post admission'.

**37.** The following legal issues arise from the submissions made by the rival parties and the aforementioned decisions of the Hon'ble Supreme Court:

- Would any defects/deficiency/unfair trade practice indulged by the Educational Institutions post admission, which does not fall within the 'course of imparting knowledge' till the degree is conferred, falls within the ambit of the definition of Education?
- If we apply the definition of Education, imparting knowledge for full potential, will that criterion apply to the admission stage, when the foundation for admission itself is deficient?
- Would preferential activities for extracurricular activities, which do not have a direct nexus with admission fees, syllabus etc. be defined as Core Education? For Example if students go for a picnic and a mishap happens, does it fall within the definition of deficiency of service and is it part of Core Education? Do educational tours fall within the ambit of the definition of 'Education'.
- Another example, if a school has a swimming pool and students of that institution drown on account of some deficiency or negligence of the authorities, would swimming in the school campus fall within the ambit of Core Education? Does maintaining a swimming pool and teaching swimming be considered as a part of Core Education?
- Does defect/deficiency in service of any boarding/hostel facilities rendered fall within the umbrella of 'Education'?
- Do coaching centers/institutions fall within the ambit of the Definition of 'Educational Institutions'.

- Do institutions involved in vocational training like, nursing, designing etc. strictly fall within the definition of 'Educational Institutions'.

**38.** Learned Counsel appearing for the Petitioners in Revision Petition Nos. 2955 to 2963 of 2018 submitted that once the University is declared as 'Deemed University' all functions and activities governed by the University Grants Commission Act (UGC Act), fall within the definition of 'Authority' within the meaning of Article 12 of the Constitution and would be amenable only to the jurisdiction of the High Court. It is contended that even if the Education Institutions do not have a proper affiliation, Consumer Fora do not have jurisdiction to entertain the same. In our view even if an Institution imparting education does not have a proper affiliation in imparting education, it is not rendering any service and, therefore, will be out of the purview of the Consumer Protection Act, 1986.

**39.** Learned Counsel appearing for the Petitioner in Revision Petition No. 222 of 2015 vehemently contended that the Complainant had taken admission in B. Ed. course of the Opposite Party on the assurance that the said college was recognized by National Council of Technical Education (NCTE) and affiliated with the Opposite Party No. 2, Uttarakhand Technical University, who subsequently came to know that the Institute was not recognized by NCTE and therefore sought for refund of the fees. Whether such an unfair trade practice post admission would fall within the ambit of the Act needs to be seen. As the Institution is imparting education though it has been not recognized by the National Council of Technical Education, it would not make any difference because it will be covered under the education. Thus, the said Institute would not be rendering any service as defined in the provisions of the Consumer Protection Act, 1986.

**40.** There may be instances where there may be defect/deficiency of service in pre-admission stages by an educational Institution but as the educational Institutions are not rendering any service by imparting education, these instances will also not give any right for a person to approach the Consumer Fora under the provisions of the Consumer Protection Act, 1986.

**41.** Learned Counsel for the Educational Institution in Revision Petition No. 1731 to 1733 of 2017 argued that imparting education in a school is not limited to teaching in a class room and involves within its ambit other co-curricular activities including taking out the students for educational trips etc., for their overall growth and development and improvement of their faculties. In that matter, the children were taken by the Respondents for an "educational excursion trip" to a place of historical importance, and it was contended that, any shortcoming or negligence during the course of such an act falls within the definition of imparting education and therefore shall not fall within the domain of the Consumer Protection Act, 1986. Another issue which was raised is with respect to any defect or deficiency which may arise on account of a student drowning in a swimming pool maintained by the Educational Institution. We are of the considered opinion that such incidental activities of an Educational Institution while imparting education would also not amount to rendering any service under the provisions of the Consumer Protection Act, 1986.

**42.** Another relevant issue which was raised during the course of arguments was with respect to any defect or deficiency in the transportation which is provided by the schools/colleges. School buses are vehicles hired by the Institutions and in most schools is made compulsory with, the prescribed fees including the cost of transportation. Children come in their own vehicles also and we are of the view that any defect or deficiency in transporting the children to the school does fall within the

definition of 'imparting knowledge' and, therefore, the Consumer Fora has no jurisdiction to entertain such Complaints arising out of these issues.

**43.** Now we address ourselves to the submissions made by the Learned Counsels in Revision Petition No. 462 of 2013 with respect to Coaching Institutions. The question which arises here is whether the Coaching Institutions fall within the definition of "Educational Institution". Learned Counsel appearing for the Coaching Centres vehemently contended that though the Coaching Centres are not conventional Educational Institutions, since they are providing Coaching and training to students of an Educational nature same principles that apply to the Educational Institutions would also apply to these Institutions and that this view had been taken by this Commission in *Fitjee Limited Vs. Minathi Rath* MANU/CF/0609/2011 : I (2012) CPJ 194 NC. In this case it has been held that Complainants were consumers who sought to avail services for consideration and that Fitjee is the provider of the services and that they are Consumer Disputes. The issue that has been raised is that if the Coaching Centres were treated at par, as observed in this order, to be providing Coaching and training, to students of an Educational nature, then they too fall within the definition of 'Education' and, therefore, the services rendered by Coaching Centres cannot be construed to be 'Service' as defined under Section 2(1)(o) of the Act.

**44.** Learned Counsel appearing for the Complainants submitted that there is no Regulatory Mechanism applicable to the Coaching Institutes. He contended that Coaching Centres are promoting rote learning and not imparting actual knowledge. He vehemently contended that they are running for a commercial purpose with a single aim of making profit and are expanding using the franchise route.

**45.** We are of the considered view that conduction of Coaching Classes does not fall within the ambit of definition of 'Education' as defined by the Hon'ble Seven Judge Bench of the Supreme Court in *P.A. Inamdar (Supra)*. Coaching Centres cannot be equated to regular schools or colleges which are regulated by a Regulatory Authority and also confer a Degree/Diploma on the student who has passed in the examinations conducted as per the Rules and norms specified in the statute and also by the concerned Universities. Therefore, strictly speaking Coaching Centres cannot fall within the definition of 'Educational Institutions'. We refrain from making any comments on the submissions of the learned Counsel for the Complainants with respect of Coaching Institutions indulging only in 'rote learning'.

**46.** For all the afore-noted reasons, we are of the opinion that any defect or deficiency or unfair trade practice pertaining to a service provider like 'Coaching Centres' does fall within the jurisdiction of the Consumer Fora.

**47.** Learned Counsel appearing for the Petitioner in Revision Petition Nos. 3383 and 3384 of 2018 submitted that student, who took admission in Multimedia Diploma and Certificate Courses in 3D Animation, Visual Effects, Video, Editing, Graphic Designing and Web Designing, though fall within the definition of Vocational training, the programs are recognized by Karnataka State Open University and withdrawal of any such program cannot fall within the jurisdiction of the Consumer Fora.

**48.** At the outset, a broad definition of all that comprises 'Vocational Courses' needs to be seen. Generally speaking, there is a three tier system in HR Vocational Training program in India, which involve Certification level for 10+2 students, Diploma level Graduation program and Post-Graduation programs. For example vocational program include courses in areas of agriculture, automobiles, information technology, air



conditioning, lab technician, live stock management, films and television, tourism etc. The Hon'ble Supreme Court in State of Punjab & Ors. Vs. Senior Vocational Staff Masters Association & Ors., MANU/SC/1015/2017 : 2017 (9) SCC 379, in para 22 observed that Vocational Courses are those Courses in which teaching is not on regular basis, though they play an important role in the grooming of students in the different fields. Vocational education can also be termed as job oriented education and trains young people for various jobs and helps them acquire specialize skills.

**49.** The Union Cabinet has approved a merger of the existing Regulatory Institutions in the skills space -- National Council for Vocational Training (NCVT) and the National Skill Development Agency (NSDA) into the National Council for Vocational Education and Training (NCVET).

**50.** The main purpose and objective of NCVET is to recognize and regulate and assess the skill related service regulators. It is clarified that even if there is any defect/deficiency/unfair trade practice in the services offered by private bodies in offering these courses and are not regulated and do not confer any Degree or Diploma recognized by any Approved Authority do fall within the ambit of definition of 'Educational Institutions' and hence the Consumer Fora have no jurisdiction to entertain the same.

**51.** In view of the foregoing discussion, we are of the considered opinion that the Institutions rendering Education including Vocational courses and activities undertaken during the process of pre-admission as well as post-admission and also imparting excursion tours, picnics, extra co-curricular activities, swimming, sport, etc. except Coaching Institutions, will, therefore, not be covered under the provisions of the Consumer Protection Act, 1986.

**52.** The Reference is accordingly answered.

**53.** Consequently, Consumer Complaint Nos. 261 and 267 of 2012 are dismissed as not maintainable. Revision Petition No. 462 of 2013 is directed to be placed before the Appropriate Bench for deciding it on merits. Revision Petition Nos. 2047 of 2013, 3159 of 2014, 1960 of 2016, 721 & 722 of 2018, 2955 to 2963 of 2018, 3383 & 3384 of 2018 and 1366 of 2019 are allowed and the Complaints filed by the Complainants/Respondents herein are dismissed. Further, Revision Petition Nos. 222 of 2015, 1731 to 1733 of 2017 and 82 of 2017 are dismissed as the Complaints are not maintainable. Finally, Consumer Complaint No. 2238 of 2018 is dismissed as not maintainable.

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