

**IN THE CONSUMER DISPUTES REDRESSAL COMMISSION, PATHANAMTHITTA**

**Dated this the 13<sup>th</sup> day of March , 2025**

**Present : Sri. George Baby (President)  
Sri. Nishad Thankappan (Member)**

**CC 154/2024 (Filed on 21-05-2024)**

**Between:**

Jayakumary C L,  
Oorakathu Illom,  
Ezhamkulam, Parakode P.O,  
Pathanamthitta – 691554.

...Complainant

**And:**

1. Fathima Hanna,  
Dealer,  
Thenankalil Petroleum,  
Payyoli P.O, Kozhikode – 673522.  
(By Adv. G. Praveen Kumar)(OP1)
2. Aswin Das A.P,  
Manager (RS) – Kozhikode 2 RSA,  
Indian Oil Corporation Ltd.,  
Kozhikode Divisional Office,  
P.M.K Tower, 02<sup>nd</sup> Floor,  
Wayanad Road – 673020.
3. Divisional Retail Sales Head,  
Indian Oil Corporation LTD.,  
Kozhikode Divisional Office,  
P.M.K Tower, 02<sup>nd</sup> Floor, Wayanad – 673020
4. Chairman,  
Indian Oil Corporation Limited,  
3079/3, Sadiq Nagar, JB Tito Marg,  
New Delhi – 110049.  
(By Adv. R. Chandran) (OP2,OP3&OP4)

....Opposite parties

**ORDER**

**Sri. George Baby (President)**

The complaint is filed under section 35 of the Consumer Protection Act 2019. The crux of the complaint is as follows.

2. The complainant, a teacher who travelled from Kasargod to her home town Pathanamthitta on 08<sup>th</sup> May 2024 in KL 26E 6287 Xylo car, she stopped at Thenankalil Petroleum Fuel Pump to refuel her vehicle and with an urgent need to use the toilet facilities provided by the pump. The vehicle was properly fuelled and the complainant rushed to the toilet, but the toilet door was found locked. Immediately the complainant approached the pump staff and requested to unlock the

toilet due to urgency. But they responded negatively and stated that the toilet was locked by the manager and it is inaccessible to the customers. They argued that the toilet was out of order and not in a usable condition, justifying their refusal to grant access. The complainant made phone calls to the manager of fuel station and the dealer two times in the numbers provided in notice at the fuel station. Both the manager and dealer didn't pick up the call. Due to urgency the complainant pleaded with the staff to reconsider and open the toilet. Unfortunately they remained unyielding, displaying lack of empathy and understanding towards the basic human need. The situation was exacerbated by the fact that finding an alternative fuel station with operational toilet facilities was exceedingly difficult as the maintenance work of the road was blocking access to other pumps. The complainant called in the emergency number 112 for getting the assistance of the Kerala Police. Even in the presence of police the staff of the pump refused to open the toilet and police were compelled to take forceful measures to open the toilet. Upon getting access, it was evident that the toilet was in good and usable condition, contrary to the claims of the fuel pump staff. As per the guidance of the police, the complainant reported the matter to the Payyoli police station and general diary entry was prepared. The disrespectful treatment faced by the complainant caused physical and mental stress and it is a severe violation of the consumer rights. Hence the complainant filed this complaint.

3. The consumer disputes Redressal Commission entertained the complaint and issued notice to the opposite parties. All the opposite parties appeared before the commission. The first and other two opposite parties filed versions separately. The version of the first opposite party came with the following main contentions. The first opposite party is a only dealer of Indian Oil Corporation and running an outlet with limited responsibilities. It is admitted that on 8/5/2024 a vehicle bearing no. KL 26 E 6287 came to the outlet of the first opposite party and purchased fuel and went back. After a few minutes the same vehicle came back to the outlet and asked for permission to use the toilet in the outlet. The authorized officer who was present over there at that time informed them about the helplessness to permit them to use the toilet as it was under maintenance due to overflow of septic tank. The officer in charge informed them that they can arrange toilet facility in the adjacent property of the outlet. But the people in the vehicle engaged in altercation with the officers in charge. The staff of the outlet has not done anything un-empathetic towards the complainant without understanding the basic human need. After a few minutes police came there and forcefully opened the toilet by break opening the door. There was no law and order issue where the police can involve but the police intervened and broke opened the door. It is true that the toilet was in good condition and properly maintained. But it cannot be used since septic tank was overflowing. The toilet closed whole day and maybe it was drained by the late hours of the day. Hence they use toilet without any difficulties. There

was no violation of any consumer rights or disrespectful treatment on the side of the staff of the outlet. Hence the first opposite party prayed to dismiss the complaint with cost to them.

4. The opposite parties 2 to 4 filed version with the following main contentions. The complainant has no locus standi or cause of action to file this complaint. The terms of the dealership agreement determine the relationship as Principal to Principal and not as Principal to agent. There is no privity of contract between the answering opposite parties and the complainant. The complainant did not intend to hire or avail the service of toilet in lieu of consideration. The answering opposite parties have not fixed any charge from the consumers who will come to the retail outlet for fuelling and look for free facilities of toilets. Hence, the petition filed by the complainant is not a complaint as per the definition envisaged under section 2(6) of the Act nor for the same is tenable in the eye of law since, the services referred in the complaint was not against consideration. No call has received from the concerned police station by the answering opposite parties in respect of the difficulties faced by the alleged complainant. The answering opposite party came to know about the incident only when notice was served upon its divisional office on 10/06/2024. In view of the same explanation was sought by the answering opposite parties from the first opposite party and the dealer in their reply stated that it was because of maintenance issues beyond control of the dealer. Due to the legal position no action can be taken by the 02<sup>nd</sup> to 04<sup>th</sup> opposite parties against the 01<sup>st</sup> opposite party but it has been duly advised to all retail outlet dealers to provide basic amenities to the customers who enter the retail outlet premises for fuelling. When the facility was already in existence, not allowing the facility by the customer is not desirable and action if any may be taken against the dealer. The complainant has not sustained any damages due to any of the acts or omissions on the part of the opposite parties 02<sup>nd</sup> to 04<sup>th</sup>. Hence the 02<sup>nd</sup> to 04<sup>th</sup> opposite parties prayed to dismiss the complaint with costs to them.

5. We perused the complaint, version and framed the following issues for determination.

1. Whether the opposite parties had committed any deficiency in service or unfair trade practice?
2. Whether the complainant is entitled to get any reliefs? If so, at what quantum?

6. For evidence the complainant filed his proof affidavit in lieu of his chief examination and examined her as PW1. Exhibits A1 to A8 is marked through PW1. Exhibit A1 is the bill for purchase of the fuel dated 08/05/2024. The outgoing mobile phone records trying to call the pump manager are marked as Ext. A2. The outgoing mobile phone records trying to call the dealer of IOC are marked as Ext. A3. Ext. A4 is the photo showing the board mentioning the customers right and

facilities available at the petrol pump. Exhibit A5 is the call record to 112. The call back from control room marked as Ext. A6. The photographs showing that the police intervening in the issue at the petrol pump is marked as Ext. A7 series (sub to obj). The copy of GD entry of Payyoli Police is marked as Ext. A8. The authorised person of the first opposite party filed proof affidavit and examined him as DW1. Ext. B1 is the page no. 9859 of the complaint book and Ext.B2 is the page no.9860 of the complaint book. Exhibits B1 and B2 are marked subject to objection. Ext.B3 is the authorisation letter.

**7. Point No.1:**-The complainant averred that she travelled from Kasargod to her home town Pathanamthitta on 8<sup>th</sup> May 2024 in KL 26E 6287 Xylo car and that she stopped at Thenankalil Petroleum fuel pump to refuel her vehicle and with an urgent need to use the toilet facilities provided in the pump and that the vehicle was properly fuelled and the complainant rushed to the toilet, but the toilet door was found locked and therefore immediately the complainant approached the pump staff and requested to unlock the toilet due to urgency but they responded negatively and stated that the toilet was locked by the manager and it is inaccessible to the customers and they argued that the toilet was out of order and not in a usable condition, justifying their refusal to grant access. The complainant next averred that she made phone calls to the manager of fuel station and the dealer two times in the numbers provided in notice at the fuel station and both the manager and dealer didn't pick up the call and due to urgency the complainant pleaded with the staff to reconsider and open the toilet but unfortunately they remained unyielding, displaying lack of empathy and understanding towards the basic human need and the complainant called in the emergency number 112 for getting the assistance of the Kerala Police and even in the presence of police, the staff of the pump refused to open the toilet and police were compelled to take forceful measures to open the toilet. The complainant further averred that upon getting access, it was evident that the toilet was in good and usable condition, contrary to the claims of the fuel pump staff and that the disrespectful treatment faced by the complainant caused physical and mental stress and it is a severe violation of the consumer rights. The first opposite party contented that the first opposite party is only dealer of Indian Oil Corporation and running an outlet with limited responsibilities and that on 8/5/2024 a vehicle bearing no. KL 26 E 6287 came to the outlet of the first opposite party and purchased fuel and went back and after a few minutes the same vehicle came back to the outlet and asked for permission to use the toilet in the outlet. The first opposite party next contented that the authorized officer who was present over there at that time informed them about the helplessness to permit them to use the toilet as it was under maintenance due to overflow of septic tank and that the staff of the outlet has not done anything un-empathetic towards the complainant without understanding the basic human need. The first opposite party again contented that after a few minutes police came there and forcefully opened the toilet by break

opening the door and there was no law and order issue where the police can involve but the police intervened and broke open the door and the toilet was in good condition and properly maintained but it cannot be used since septic tank was overflowing and as the toilet was closed whole day it was drained by the late hours of the day and therefore they used the toilet without any difficulties. The opposite parties 2 to 4 stated that the terms of the dealership agreement determine the relationship as Principal to Principal and not as Principal to agent and that there is no privity of contract between them and the complainant and that the complainant did not intend to hire or avail the service of toilet in lieu of consideration and they have not fixed any charge from the consumers who will come to the retail outlet for fuelling and look for free facilities of toilets. The opposite parties 02 to 04 stated that the petition filed by the complainant is not a complaint as per the definition envisaged under section 2(6) of the Act nor for the same is tenable in the eye of law since, the services referred in the complaint was not against consideration and no call has received from the concerned police station by the opposite parties 02 to 04 in respect of the difficulties faced by the alleged complainant came to know about the incident only when notice was served upon its divisional office on 10/06/2024. According to the opposite parties 02 to 04 due to the legal position, no action can be taken by the 2<sup>nd</sup> to 4<sup>th</sup> opposite parties against the 1<sup>st</sup> opposite party but it has been duly advised to all retail outlet dealers to provide basic amenities to the customers who enter the retail outlet premises for fuelling. The opposite parties 02 to 04 again stated that when the facility was already in existence, not allowing the facility to the customer is not desirable and action if any may be taken against the dealer.

8. Ext. A1 shows that the complainant had refuelled their vehicle from "Thenankalil Petroleum Indian Oil Dealer" on 08/05/2024. Exts. A2 and A3 shows that the complainant had made calls to the second opposite party and the first opposite party on 8<sup>th</sup> May 2024. Ext. A4, notice for display at retail outlet has listed the customer's rights and toilet facility is one among those listed rights. Ext. A5 proves that the complainant had called in the distress number 112 to seek the assistance of the police for getting the basic customer right listed in Ext.A4 notice exhibited at the pump. Ext. A6 shows that the complainant had to make a call to the emergency control room. Ext. A7 series shows that the complainant got police assistance for getting the basic right of toilet facility. In Ext.A6 it is reported that the complainant gave statement that the complainant and her family reached the pump at 08.35 pm on 08/05/2024 and asked for using the toilet facility in the pump but the pump staff had not permitted her to use the same by saying that the key of the toilet is with the manager and talked very arrogantly to the complainant.

Mandatory facilities which every petrol pump must provide free of charge include tyre inflation, drinking water, suggestion/complaint book, telephone number of oil company personnel, first aid box, toilet, safety equipments etc. A

person's basic requirement is to go to toilet or use the rest room which the petrol pump owner cannot refuse. From the evidence placed on record it is understood that the complainant had reached the opposite party pump to refuel her vehicle at night time. Those who travel long distances depend on the toilet facility arranged in the petrol pumps on the way of their journey. As maintaining of clean and working toilet in petrol pump is a statutory requirement, the opposite party petrol pump ought to have maintained a toilet in a usable condition. But in this instant case, the first opposite party, the petrol pump which was duty bound to provide the basic amenities to the customers who enter the petrol pump premises for fuelling, kept the already existing toilet facility locked and refused to open it for the complainant who requested for using it. It is pertinent to note that the opposite party pump took an adamant stand not to open the toilet and the complainant was not given permission to use the toilet even when the police was called for the assistance of the complainant. The complainant might have chosen the opposite party petrol pump at 8.35 pm for fuelling, to meet her urgency in using the toilet. But the first opposite party refused the complainant who was a woman from using the toilet which is not at all justifiable. The opposite party contented that the septic tank was overflowing and the toilet was not working, but nothing is placed on record to prove that contention. Again it was argued that the complainant was asked to use the toilet facility in the adjacent property of the petrol pump. For proving that argument also nothing is placed in evidence. The first opposite party obtained the license to conduct the petrol pump after arranging all the facilities mandated by the statute. The act of first opposite party in refusing the customers from using the basic statutory facilities arranged in the petrol pump after obtaining the licence from the government is a clear case of unfair trade practice and deficiency in service. In our considered view the complainant might have become severely aggrieved by the lapses on the part of the first opposite party and the act of the first opposite party in refusing the requests of the complainant for getting permission to use the toilet and the unresponsive attitude of the first opposite party towards the very urgent need of the complainant to use the toilet facility. We are of the opinion that the said act of the first opposite party might have definitely caused severe inconvenience, mental agony, time loss and money loss to the complainant. We are of the opinion that the said act of opposite party tantamount to grave deficiency in service and unfair trade practice. Thus point no.1 is found in favor of the complainant.

**9. Point no.2:-** The deficient and unfair act of the first opposite party caused mental tension, money loss and time loss to the complainant for which the first opposite party is liable to compensate. So in our considered view the first opposite party is liable to compensate the inconveniences, loss of time and money suffered by the complainant by paying a compensation of Rs.1,50,000/- along with cost of Rs. 15,000/- to the complainant. Thus point no.2 is also found in favor of the complainant.

10. In the result the complaint is allowed.

- 1) The first opposite party is directed to pay an amount of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only) to the complainant as compensation with interest @10% p. a from the date of filing of complaint before this commission, till realization.
- 2) The first opposite party is also directed to pay Rs.15,000/- (Rupees Fifteen Thousand only) as cost to the complainant within 30 days from the date of receipt of this order failing which the cost ordered will carry interest @ 9% p. a from the date of order till realization

Dictated to the Confidential Assistant, transcribed and typed by her, corrected by me and pronounced in the Open Forum on this the 13<sup>th</sup> day of March, 2025.

(Sd/-)  
George Baby  
(President)

Nishad Thankappan (Member): (Sd/-)

**Appendix:**

**Witness examined on the side of the complainant:**

PW1: Jayakumary C.L

**Exhibits marked on the side of the complainant:**

A1: The bill for purchase of the fuel dated 08/05/2024.

A2: The outgoing mobile phone records trying to call the pump manager.

A3: The outgoing mobile phone records trying to call the dealer of IOC

A4: The photo showing the board mentioning the customers right and facilities available at the petrol pump.

A5: The call record to 112.

A6: The call back from control room.

A7 series(sub to obj): The photographs showing that the police intervening in the issue at the petrol pump.

A8: The copy of GD entry of Payyoli Police.

**Witness examined on the side of the opposite parties :**

DW1: Jamsheeth P

**Exhibits marked on the side of the opposite parties:**

B1: The page no. 9859 of the complaint book

B2: The page no.9860 of the complaint book.

B3: The authorisation letter.

Copy to:-

- (1) State Consumer Disputes Redressal Commission,  
Thiruvananthapuram.
- (2) Jayakumary C L,  
Oorakathu Illom, Ezhamkulam, Parakode P.O,  
Pathanamthitta – 691554.
- (3) Fathima Hanna,  
Dealer,  
Thenankalil Petroleum, Payyoli P.O, Kozhikode – 673522.
- (4) Aswin Das A.P,  
Manager (RS) – Kozhikode 2 RSA,  
Indian Oil Corporation Ltd.,  
Kozhikode Divisional Office, Wayanad Road – 673020.
- (5) Divisional Retail Sales Head,  
Indian Oil Corporation LTD.,  
Kozhikode Divisional Office,  
P.M.K Tower, 02<sup>nd</sup> Floor, Wayanad – 673020
- (6) Chairman,  
Indian Oil Corporation Limited,  
3079/3, Sadiq Nagar, JB Tito Marg,  
New Delhi – 110049.
- (7) Stock File.