

*** THE HONOURABLE SRI JUSTICE RAVI NATH TILHARI**
*** THE HONOURABLE SRI JUSTICE SUBHENDU SAMANTA**

WRIT PETITION NO: 29425/202526

% 24.06.2026

A.S.S.K.Durga Prasad

.....petitioner

And:

\$ National Consumer Disputes Redressal
Commission & 3 others

.... respondents

!Counsel for the petitioner : Sri Phani Babu Yalamanchili

^Counsel for the respondents : Sri Bonu Rama Sankar Rao,
learned counsel for respondent
No.4

<Gist:

>Head Note:

? Cases referred:

1. (2024) 8 SCC 430

HIGH COURT OF ANDHRA PRADESH AT AMARAVATI

* * * *

WRIT PETITION NO: 29425/2025

Between:

A.S.S.K.Durga Prasad

..... PETITIONER

AND

National Consumer Disputes Redressal
Commission & 3 others

...RESPONDENTS

DATE OF JUDGMENT RESERVED :

DATE OF JUDGMENT PRONOUNCED : 24.06.2026

DATE OF JUDGMENT UPLOADED :30.06.2026

SUBMITTED FOR APPROVAL:

THE HON'BLE SRI JUSTICE RAVI NATH TILHARI

&

THE HONOURABLE SRI JUSTICE SUBHENDU SAMANTA

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|---|--------|
| 1. Whether Reporters of Local newspapers may be allowed to see the Judgments? | Yes/No |
| 2. Whether the copies of judgment may be marked to Law Reporters/Journals | Yes/No |
| 3. Whether Your Lordships wish to see the fair copy of the Judgment? | Yes/No |

RAVI NATH TILHARI,J

SUBHENDU SAMANTA,J

THE HONOURABLE SRI JUSTICE RAVI NATH TILHARI
THE HONOURABLE SRI JUSTICE SUBHENDU SAMANTA

WRIT PETITION NO: 29425/2025

ORDER: *(per Ravi Nath Tilhari, J)*

Heard Sri Phani Babu Yalamanchili, learned counsel for the petitioner and Sri Bonu Rama Sankar Rao, learned counsel for respondent No.4.

2. The petitioner filed a complaint in the District Consumer Disputes Redressal Commission No.I, Visakhapatnam (in short 'District Forum') vide Consumer Complaint No.181 of 2014 against an Advocate – the present respondent No.4 on the allegation of the deficiency in service with respect to the suit filed at the instance of the present petitioner. The District Forum dismissed the complaint on merits by order dated 04.03.2022. The petitioner's appeal being F.A.No.7 of 2022 was dismissed by the Andhra Pradesh State Consumer Disputes Redressal Commission, Vijayawada (in short 'the State Commission') on 16.11.2022. The petitioner's Revision Petition No.8 of 2023 was also dismissed by the National Consumer Disputes Redressal Commission at New Delhi by judgment dated 20.09.2023.

3. Challenging the aforesaid orders, the present writ petition has been filed.

4. Learned Counsel for the petitioner could not satisfy about the maintainability of the complaint against an advocate for alleged deficiency in rendering legal services, under the Consumer Protection Act.

5. The law is well settled that an Advocate/lawyer in connection with the service rendered by him in legal side is not covered under the Consumer Protection Act.

6. It was submitted by the learned counsel for the petitioner that the complaint made against the advocate to the State Bar Council was dismissed.

7. In ***Bar of Indian Lawyers v. D.K.Gandhi PS National Institute of Communicable Diseases***¹, where the question was as to whether a given relationship should be classified as a contract “for services” as opposed to a contract “of service” i.e. contract “of personal service” in the light of the provisions of Section 2(1)(g) of Consumer Protection Act, 1986 and in Section 2(42) of Consumer Protection Act, 2019 which define service and also in the light of the provisions of the Advocates Act, it was held by the Hon’ble Apex Court that a complaint alleging “deficiency in service” against the advocates practicing Legal Profession would not be maintainable under the Consumer Protect Act, 2019. Relevant para Nos.51 to 53 are reproduced as under:

“51. When we examine the relationship between an advocate and his client from this point of view, the following unique attributes become clear:

51.1. Advocates are generally perceived to be their client's agents and owe fiduciary duties to their clients.

51.2. Advocates are fastened with all the traditional duties that agents owe to their principals. For example, advocates have to respect the client's autonomy to make decisions at a minimum, as to the objectives of the representation.

51.3. Advocates are not entitled to make concessions or give any undertaking to the court without express instructions from the client.

51.4. It is the solemn duty of an advocate not to transgress the authority conferred on him by his client.

51.5. An advocate is bound to seek appropriate instructions from the client or his authorised agent before taking any action or making any statement or concession which may, directly or remotely, affect the legal rights of the client.

51.6. The Advocate represents the client before the court and conducts proceedings on behalf of the client. He is the only link between the court and the client. Therefore, his responsibility is onerous. He is expected to follow the instructions of his client rather than substitute his judgment.

¹ (2024) 8 SCC 430

52. Thus, a considerable amount of direct control is exercised by the client over the manner in which an advocate renders his services during the course of his employment. All of these attributes strengthen our opinion that the services hired or availed of an advocate would be that of a contract “of personal service” and would therefore stand excluded from the definition of “service” contained in Section 2(42) of the CP Act, 2019. As a necessary corollary, a complaint alleging “deficiency in service” against advocates practising legal profession would not be maintainable under the CP Act, 2019.

53. In that view of the matter, we summarise our conclusions as under—

53.1. The very purpose and object of the CP Act, 1986 as re-enacted in 2019 was to provide protection to the consumers from unfair trade practices and unethical business practices, and the legislature never intended to include either the professions or the services rendered by the professionals within the purview of the said Act of 1986/2019.

53.2. The legal profession is sui generis i.e. unique in nature and cannot be compared with any other profession.

53.3. A service hired or availed of an advocate is a service under “a contract of personal service”, and therefore would fall within the exclusionary part of the definition of “service” contained in Section 2(42) of the CP Act, 2019.

53.4. A complaint alleging “deficiency in service” against advocates practising legal profession would not be maintainable under the CP Act, 2019.”

8. In ***Bar of Indian Lawyers*** (supra) in a separate judgment Hon’ble Pankaj Mithal, J also observed and held that “in India also the services of professionals more particularly that of lawyers have to be excluded from consumer protection law in accordance with the intention expressed in enacting the same. Relevant para Nos. 80 & 81 are reproduced as under:

“80. In doing so, in India also the services of professionals more particularly that of lawyers have to be excluded from consumer protection law in accordance with the intention expressed in enacting the same.

81. With the above additional reasoning supplementing the various other grounds for excluding the services of the professionals from the Consumer Protection Act, I am in agreement with the opinion expressed by my esteemed Sister and I am of the view that the legislature in India as in some other countries, had not intended to include the services rendered by the professionals especially the lawyers to their client within the purview of the Consumer Protection Act, 1986 and re-enacted in 2019.”

9. In ***Bar of Indian Lawyers*** (supra) the National Consumer Disputes Redressal Commission had taken a view that the deficiency of, in service rendered by an advocate fell under the Consumer Protection Act and that the complaint was maintainable. The Hon’ble Apex Court held that the view taken

was not correct and set aside the order of National Consumer Dispute Redressal Commission. It was held as under:

“82. Accordingly, the view taken by the NCDRC to the effect that in respect of deficiency in service rendered by the lawyers, a complaint in Consumer Protection Act, 1986 would be maintainable, is incorrect and stands overruled.”

10. In view of the aforesaid, we are of view that the complaint filed by the writ petitioner against the lawyer/advocate under the Consumer Protection Act was not maintainable. The same has rightly been dismissed. No interference is required with all the three orders impugned in the writ petition.

11. The Writ Petition is dismissed.

No order as to costs.

As a sequel thereto, miscellaneous petitions, if any pending, shall also stand closed.

RAVI NATH TILHARI,J

SUBHENDU SAMANTA,J

Dated:24.06.2026

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Whether the order is :

Speaking / Reasoned ✓

Reportable ✓/ Non-Reportable

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THE HONOURABLE SRI JUSTICE RAVI NATH TILHARI
THE HONOURABLE SRI JUSTICE SUBHENDU SAMANTA

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