(2015) 03 P&H CK 0381

In the Punjab And Haryana At Chandigarh

Case No : Civil Revision No. 4121 of 2014 (O&M)

Anil Kumar and Others APPELLANT

Vs

Indusind Bank Limited RESPONDENT

Date of Decision : 02-03-2015

Acts Referred:
Constitution of India, 1950 — Article 226
Consumer Protection Act, 1986 — Section 12

Citation : (2015) 178 PLR 823

Hon'ble Judges : Sabina, J

Bench : Single Bench

Advocate : S.K. Rattan, for the Appellant; A.S. Virk, Advocates for the Respondent

Final Decision : Dismissed

Judgement

Sabina, J—Petitioners have filed this petition under Article 226 of Constitution of India challenging the order dated 31.7.2014 (Annexure P-12) whereby objection petition filed by petitioner No. 1, was dismissed. Learned counsel for the petitioners has submitted that execution application filed by the decree holder-bank was not maintainable as the Court had no jurisdiction to issue the process of execution. Learned counsel has further submitted that the Arbitrator had no jurisdiction to pass the award at Chennai as it had no jurisdiction in this regard.

2. Learned counsel for the respondent, on the other hand, has submitted that as per the loan agreement Annexure P-4, the venue of arbitration proceedings shall be at Chennai. The said agreement was duly signed by the borrowers as well as the guarantors.

3. Petitioners had purchased an auto rickshaw which had been financed by the respondent-bank. Petitioners paid the installments. However, the vehicle was forcibly taken by the bank. Petitioner No. 1 filed a complaint under Section 12 of the Consumer Protection Act. However, the said complaint was dismissed vide order dated 3.11.2009 (Annexure P-1). Petitioner No. 1 filed an appeal before

the State Consumer Disputes Redressal Commission, Punjab, Chandigarh and the same was allowed vide order dated 25.4.2013 (Annexure P-2). The bank was directed to hand over the possession of the vehicle in question to petitioner No. 1 after receiving the due installments without levying any penalty charges. It was further ordered that in case the bank was unable to deliver the possession of the vehicle, then it shall pay Rs. 1,00,000/- as compensation including litigation expenses to petitioner No. 1 Against the said order, the bank has preferred a revision petition before the National Consumer Disputes Redressal Commission, New Delhi and operation of the impugned order dated 25.4.2013, was stayed subject to the bank depositing 50% of the awarded amount with the District Forum.

4. The bank approached the Arbitrator at Chennai and the Arbitrator passed the award dated 1.4.2009 (Annexure P-5) and petitioners were directed to pay Rs. 70,861/- and Rs. 250/- to the respondent-bank. Admittedly, the said award has not been challenged by the petitioners. The bank filed execution petition qua award dated 1.4.2009 before the Executing Court. Petitioner No. 1 filed an objection petition and the same was dismissed vide order dated 31.5.2014 (Annexure P-12).

5. The Executing Court while dismissing the objection petition held that the award passed by the Arbitrator had not been challenged by the petitioners. The Executing Court could not go behind the award dated 1.4.2009. It has been further noticed by the Executing Court that similar objections filed by petitioner No. 1 challenging the award dated 1.42009, had been dismissed by the Executing Court vide order dated 1.10.2011 in Execution Application No. 24 dated 7.52010 decided on 18.2.2012.

6. In these circumstances, the learned Executing Court lightly dismissed the objection petition filed by petitioner No. 1. No ground for interference by this Court is made out.

Dismissed.