(1997) 01 NCDRC CK 0022

In the National Consumer Disputes Redressal Commission

ANITA BANSAL APPELLANT

Vs

STATE BANK OF INDIAKALA AMB H.P. RESPONDENT

Date of Decision : 03-01-1997

Acts Referred:

Citation : 1997 1 CLT 590 : 1997 1 CPJ 383

Hon'ble Judges : P.N.Nag , I.D.Bali , Krishana Tandon J.

Final Decision : Appeal dismissed

Judgement

1. ALL the above cases can be disposed of by a common order as common facts and law arise in these appeals.

2. THE relevant facts necessary to be mentioned are that the appellants/ complainants (hereinafter to be referred to as the complainants) have given security of Fixed Deposit Receipts (F.D.Rs.) and National Saving Certificates (N.S.Cs.) for the facility of loan /overdraft given by the respondent (hereinafter to be referred to as the State Bank) to one Mr. D.V. Bansal. According to the complainants, the State Bank did not take any steps to get these F.D.Rs./N.S.Cs. encashed on the dates of maturity or to get them renewed and as a result thereof, the complainants suffered huge losses and such money remained un-invested for long. According to the State Bank, the complainants never gave in writing to the State Bank that the money in F.D.Rs./N.S.Cs. should be got encashed on maturity and adjusted against the loan account of the loanee. The District Forum has dismissed the complaint on the ground that since the F.D.Rs. and N.S.Cs. were deposited by the complainants with the State Bank by way of security and there was no relationship of banker and the customer between the State Bank and the complainants, it cannot be said that the complainants were to be rendered any service by the State Bank. In other words, it is not a consumer dispute.

Mr. Rajiv Mehta, learned Counsel for the complainants states that moment the F.D.Rs./ N.S.Cs. were given as security for the repayment of loan advanced to Mr. D.V. Bansal by way of overdraft, the relationship for rendering of the service by the State Bank to the complainants is created.

3. WE are unable to accept this contention. Section 2(d)(ii) of the Consumer Protection Act, 1986, provides that ''consumer'' means any person who - "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"

It is apparent from the definition of the ''consumer'' as given above that the case of the complainants does not fall within the definition of a consumer, as it cannot be said that the complainants have hired or availed of the services of the State Bank by merely giving security for the repayment of loan by way of overdraft to some other person, as mentioned above. Therefore, the complainants are not the consumers and it is not a consumer dispute. The finding given by the District Forum is in order and no interference is called for.

4. MR. Ashwani Kumar Sharma, learned Counsel for the State Bank has also brought to the notice of this Commission that in respect of the same subject matter, civil suit has also been filed by the complainants in the Court of Senior Sub- Judge, Nahan, District Sirmour and such cases are at initial stage of service. Since the matter is sub-judice in the Civil Court, this is another ground for not interfering in the appeal. The appeal is accordingly dismissed with no orders as to costs. Appeal dismissed.