(1994) 10 NCDRC CK 0043

In the National Consumer Disputes Redressal Commission

INDIAN OVERSEAS BANK APPELLANT

Vs

A. HAMID GANY RESPONDENT

Date of Decision : 20-10-1994

Acts Referred:

Citation : 1995 1 CLT 414 : 1995 1 CPJ 105

Hon'ble Judges : David Annoussamy , J.Anjani Dayanand J.

Final Decision : Appeal allowed

Judgement

1. THIS is an appeal by the opposote party.

2. THE facts relevant for disposing of this appeal are as follows:- THE Complainant obtained an agricultural crop loan on pledging her jewel on 8.12.88 for an amount of Rs. 7,000/-. THE loan was repayable on or before 8.12.89. While so, the Agricultural Debt Relief Scheme, 1990, came into force, as per which all dues for agricultural loans which become overdue on 2.10.89 stood waived. THE Complainant prayed for the waiver of her loan which was refused. She approached the District Forum for getting relief towards the waiver of the loan. THE District Forum by order dated 11.3.94 directed the Opposite Party to pay an amount of Rs. 10,000/- representing the amount of loan plus compensation. Aggrieved by that order the Opposite Party preferred this appeal. From the rival contentions of the parties the only point which arises for consideration in this appeal is whether the loan became overdue on 2.10.89. The case of the complainant is that it became overdue even earlier. In support of his contention the learned Counsel for the Complainant would refer to the phrase "repayable on or before 8:12.89". From this he would ask us to draw the conclusion that the loan was due at any time from the date of loan. He would proceed to say that this was an agricultural loan obtained in the month December, 1988 for the purpose of the crop to be raised in January and which was to be harvested in May and that, therefore, the loan amount was meant to be repaid in May and after May it became overdue. This argument however ingenious it may appear, is hard to accept.

The first reason is that, for the reason that the loan is described as repayable on or before 8.12.89 it cannot be said that it became due before 8.12.89. It means only that the loan amount could be paid at the choice of the borrower even before 8.12.89 in order to avoid interest but that he has the obligation to pay after 8.12.89. But that does not create a right for the lender to insist on payment from the borrower from the next date for the loan. This would amount to give an absurd meaning to the phrase "repayable on or before 8.12.89". This shows that the loan though repayable earlier at the instance of the borrower was really due only on 8.12.89 and, therefore, overdue only after that date.

3. SECONDLY, the date on which a loan is due and after which it becomes overdue is the date for the purpose of the scheme which should be susceptible of being determined with precision. Therefore, the date should be indicated in any document pertaining to the loan. If one is to determine the due date with reference to harvest that will be a source of unending problems. Even otherwise the document of loan does not indicate that the debt is to be paid after harvest. The argument of the learned Counsel for the complainant cannot be accepted. Therefore, we came to the conclusion that the loan became due only on 8.12.89 and overdue after that and therefore it was not overdue on the effective date namely on 2.10.89 for the purpose of enjoying relief under Agricultural and Rural Debt Relief Scheme, 1990. In the result, the appeal is allowed. The order of the District Forum is set aside. The complaint is dismissed. No costs. Appeal allowed with costs.

