(1993) 04 NCDRC CK 0083

In the National Consumer Disputes Redressal Commission

MADHABI MONDAL APPELLANT

Vs

GENERAL MANAGER, CITY BANK RESPONDENT

Date of Decision : 27-04-1993

Acts Referred:

Citation : 1993 2 CPJ 1001

Hon'ble Judges : Jyotirmoyee Nag , Sunil Kanti Kar J.

Final Decision : Complaint petition dismissed

Judgement

1. THE case of the complainant is that she took loan of Rs. 50,000/-for purchase of a Vehicle against its hypothecation on certain terms under agreement for repayment of the same by equal monthly installments @ Rs. 2,650/- but due to some unavoidable circumstances she failed to deposit the said monthly installments as per agreed terms consequently the sum of Rs. 20,650/- fell due against installments payable by the complaint to the opposite parties. She also sought for 6 months, time to repay the loan but the opposite parties did not concede to the said request. It is further alleged that on the plea of pretend inspection of the car the opposite parties retained the car by force and the husband of the complaint was made to sign some papers under force and threat. It is also alleged that opposite parties sent a notice to the complainant to pay the dues within 7 days but she was not given the time of 6 months as promised by the Bank and also demanded Rs. 5,000/- as garage rent which the complainant is not under any obligation to pay it as the possession of the car was taken by the opposite parties by force. THEreafter the opposite parties sent an another notice for auction sale of the car inspite of willingness of the complainant to repay the loan to the opposite parties. Accordingly the complaint was filed before this Commission praying for several relief''s as mentioned in complaint petition.

2. THE opposite parties have denied all materials in their written objection and challenged the maintainability of the complaint relying on the agreement dt. 26.11.91 entered into by and between the parties. JUDGMENT The first dispute raised by the complainant mainly relates to the loan transaction and repayment

thereof under an agreement dt. 26.11.91 entered into by and between the parties. The complainant sought for continuation of time to repay the loan which was not considered by the opposite parties. This sort of dispute does not Constitute the breach of the Bank''s obligation under the agreement towards its debtor and does not amount to deficiency in the case of M/s. Essex Farms (P) Ltd. & Another v. Punjab National Bank & Another reported in I (1992) CPJ 111 (NC)=1992 (1) CPR 68 (NC). Further relying on the case of Santosh Sharma & Ors. v. State Bank of India & Ors. reported in 1991 II (1991) CPJ 262 (NC)=1991 (1) CPR 103 (NC)., the second allegation about application of force and threat by opposite parties is also not the case of deficiency in service on the part of Bank and the remedy available to the complainant for the said actions if there be at all of the opposite parties in the Criminal Court. We are unable to hold that this complaint can be brought within scope of Consumer Protection Act.

In view of the above observations the complaint petition fails and we dismiss it without any order as to the costs. Complaint petition dismissed.

