(2001) 06 NCDRC CK 0033

In the National Consumer Disputes Redressal Commission

MANAGING DIRECTOR, A.P. COOPERATIVE HOUSING SOCIETIES FED. LTD. — APPELLANT

Vs

CHEKURI SRINIVASA RAO — RESPONDENT

Date of Decision : 26-06-2001

Acts Referred:

Citation : 2002 1 CPJ 524

Hon'ble Judges : P.Ramakrishnam Raju , Mamata Lakshmanna J.

Final Decision : Appeal dismissed

Judgement

1. THE second opposite party in O.P. No. 758/1994 (C.D. No. 758/1994) on the file of the District Consumer Forum, Khammam is the appellant. THE case of the complainant is that he is a member of the first opposite party society which in turn is a member of the second opposite party. THE complainant made an application for loan before the first opposite party. THE said application was recommended by the first opposite party and finally the second opposite party sanctioned loan of Rs. 12,000/- through first opposite party on 13.1.1971 repayable by the complainant in twenty annual instalments. It is the first opposite party that collects premiums on behalf of the second opposite party. THE complainant paid all the instalments commencing from 1974 to 1987 and requested the second opposite party by registered letters dated 23.1.1984 to return the original documents pertaining to the house of the complainant, whereupon the second opposite party asked the first opposite party to inform it about the outstanding amount due from the complainant and other members by name T. Pullaiah and Madhusudhana Rao whose loan account was maintained jointly by the first opposite party and to send the proposal for release of documents and for refund of the share capital of the complainant''s loan account after remittance of the balance due from the complainant. THE complainant also filed a statement, according to which there is an excess payment made by him in a sum of Rs. 269/-. THErefore, he is entitled for return of the documents. As there was no response, he approached the District Forum.

2. THE first opposite party filed a counter stating that the then Society President Laxminarayana wrongly credited the amounts paid by the complainant to some other accounts. In the counter filed by the second opposite party, the appellant admitted the sanction of loan and that it had already instructed the bifurcation to show the outstanding amount against each individual member. It is also stated that the complainant can approach the first opposite party to settle his account and the appellant has nothing to do with the transactions between the first opposite party and the complainant and the second opposite party is ready to return the documents pledged with it as security for the loan, provided the first opposite party remits the loan outstanding together with interest, etc. The complainant marked Exs. A-1 to A-12, while the opposite parties marked Exs. B-1 and B-2.

On the basis of the evidence on record the District Forum came to the conclusion that there is deficiency on the part of the opposite parties and accordingly directed them to return the documents to the complainant. It is this order that is questioned in this appeal.

3. SANCTION of loan is not in dispute. The complainant has produced bundle of receipts under Ex. A-5 which shows that the complainant was regular in payment of instalments. According to him there is an excess payment of Rs. 269/-. Ex. B-2 is a letter filed by the opposite parties showing that as on 1.8.1997 there is an outstanding amount of Rs. 2,871/- only in the account of the complainant, and as the complainant has made payment of Rs. 2,740/- on 4.5.1988 which is evidenced by Ex. A-5 receipt No. 17 issued by the first opposite party and the said amount is deducted and the share capital of the complainant which is a sum of Rs. 1,000/- is adjusted there won''t be any balance payable by the complainant. It is, therefore, clear that the complainant has discharged the entire loan. The next question is whether the second opposite party who is in custody of the original documents is bound to return the same ? In the counter filed by the appellant it is stated that the complainant can contact the first opposite party to settle the loan account and the appellant has nothing to do with the transactions between the first opposite party and the complainant. Consistent with this stand the complainant has paid a sum of Rs. 2,740/- under Receipt No. 17 of Ex. A-5 leaving a balance of Rs. 131/- which can be adjusted from out of the share capital. Further in the counter of the appellant it is admitted that the appellant is ready to return the documents pledged with it as security for the loan provided the first opposite party remits the loan outstanding together with interest, etc. Whether the first opposite party makes the payment after collecting from the complainant is not in the hands of the complainant. The complainant has paid the entire dues payable by him to the 1st opposite party under the directions of the appellant. Therefore, it is for the second opposite party/appellant herein to collect the amount from the first opposite party/second respondent herein. The complainant has no part to play in payment of the said amount to the appellant by the first opposite party. It is an internal matter between the Societies where the complainant cannot interfere. Inasmuch as the

joint loan account of the complainant with others has been separated with the consent of the appellant and as outstanding dues were already paid by the complainant there is no defalt on his part. The District Forum in our view rightly directed the opposite parties to return the title deeds to the complainant. This direction in our view cannot be challenged. If the amount collected by the first opposite party is not forwarded to the appellant it is open to the appellant to take such steps as are open to it under law, but on that account the complainant shall not suffer. For all these reasons, the appeal fails and is accordingly dismissed. Appeal dismissed.