(2012) 05 NCDRC CK 0061

In the National Consumer Disputes Redressal Commission

Preamavathy APPELLANT

Vs

STATE BANK OF INDIA RESPONDENT

Date of Decision : 23-05-2012

Acts Referred:

Citation : 2012 0 NCDRC 803 : 2012 3 CPJ 62

Hon'ble Judges : R.C.JAIN , S.K.NAIK J.

Final Decision : dismissed

Judgement

1. AGGRIEVED by the order dated 30.12.2011 passed by the Tamil Nadu State Consumer Disputes Redressal Commission (for short ''the State Commission '') in FA No. 138/2010, the original complainant has filed this petition purportedly under Section 21(b) of the Consumer Protection Act, 1986. The appeal before the State Commission was filed by the opposite party State Bank of India against the order dated 19.11.2009 passed by the District Consumer Disputes Redressal Forum, Coimbatore, in CC No. 207/2009. By the said order, the District Forum had allowed the complaint and directed the opposite party Bank to issue ''No Dues Certificate '' and return the documents to the complainant besides a direction to pay Rs. 5,000 as compensation for mental agony and cost of Rs. 1,000 with the stipulation that the action shall be taken within two months failing which the complainant shall be at liberty to execute the order under Sections 25 and 27 of the Consumer Protection Act, 1986. In the appeal filed by the Bank it was pleaded on behalf of the Bank that the Bank had committed no deficiency in service by demanding a sum of Rs. 1,93,575 which had accrued on account of interest for the period and which was not debited in the account of complainant due to her account having been declared a Non Performing Asset (NPA), that is why the documents were not released and No Due Certificate was not issued. The State Commission on a perusal of the statement of account and all the relevant factors upheld the said plea by observing as under: "On perusal of the statements of accounts, we find that piecemeal payments have been made by the complainant and also the payments have been irregular. Further, it is pertinent to note that the complainant himself has stated in the complaint that in

the remittance of EMIs there may be some defaults in the middle. Therefore, being a defaulter, the complainant cannot question the declaration of the account as Non Performing Asset (NPA) and the opposite party bank has every right to declare it as NPA. The further contention of the respondent/complainant is that it is not shown in the statement of accounts that the loan account was declared as NPA on 1.4.2003. The omission to show that the account was declared as NPA on 1.4.2003 in the copy of the statement of accounts is not a material factor to be considered and this omission will not prove it to be otherwise as though it is not an NPA account. The further contention of the respondent/complainant would be that though according to the opposite party the account was declared as NPA on 1.4.2003 interests of Rs. 22,432 and Rs. 11,002 have been debited in ''the complainant ''s account, subsequent to declaration of the account as NPA on 1.4.2003 the interests debited would be adjusted in the account and non-prejudice would be caused to the complainant and, therefore, there is no merit in the contention of the complainant. Further, we have to note that the complainant herself has stated in the complaint that she discharged the entire loan on 31.3.2006 and that a sum of Rs. 3,350.87 was in dispute and this was also settled on a later date, and the last remittance of Rs. 321.87 was made on 24.3.2009. Therefore, the opposite party could claim the unapplied interest due as on the date of final settlement, from which date the account was declared as NPA. "

2. THE State Commission held that the Bank has committed no deficiency in service. Learned Counsel for the petitioner/complainant would assail the said finding primarily on the ground that the opposite party bank had not followed the guidelines issued by the RBI in the matter declaring an account as NPA. His precise contention is that before an account can be declared a NPA, a period of 90 days must elapse from the due date of payment. No such instruction has been brought to our notice. Even assuming that such a guideline exists, the Bank was certainly entitled to the interest on the loan amount till the period it was cleared. Merely because due to some ministerial or other reason, the amount was not debited on the relevant due dates, it would not mean that the Bank had forgone its right to collect the interest from the complainant on the loan amount. We, therefore, reject this contention of the Counsel for the petitioner. In our view, finding reached and order made by the State Commission is based on correct and proper appreciation of the facts and circumstances of the case and the evidence and material brought on record. It does not suffer from any illegality, material irregularity much less any jurisdictional error which calls for any interference by this Commission. Dismissed in limine. Revision dismissed in limine.

