(2015) 03 NCDRC CK 0089

In the National Consumer Disputes Redressal Commission

RAJENDER SINGH — APPELLANT

Vs

L I C Housing Finance Limited — RESPONDENT

Date of Decision : 31-03-2015

Acts Referred:

Citation : (2015) 03 NCDRC CK 0089

Hon'ble Judges : V.K.JAIN J.

Advocate : PRAVEEN GUPTA

Judgement

1. THE complainant/petitioner had taken a housing loan from ICICI Bank. He applied for a switch -over loan from the opposite party, LIC Housing Finance Limited so that he could repay the loan which he had taken from ICICI Bank. The opposite party granted in -principle sanction to a loan of ?7 lakh vide sanction letter dated 24.2.2011. The loan, however, was not disbursed to the complainant despite the aforesaid in -principle sanction. Being aggrieved he approached the concerned District Forum seeking the following reliefs: - "(a) to immediately disburse the loan amount of Rs.7,00,000/ - in favour of the complainant in terms of the sanction letter dated 24.2.2011;

(b) to pay Rs.4,00,000/ - (Rs. Four lacs only) to the complainant towards compensation on account of mental agony, harassment, loss of money suffered by him at the hands of the respondent.

(c) Make payment of Rs.11,000/ - towards litigation expenses borne by the complainant."

2. THE complaint was resisted by the opposite party on the ground that though a loan had been sanctioned in -principle vide sanction letter dated 24.02.2011, the complainant failed to submit property related documents and loan documents, as a result of which the loan could not be disbursed. The District Forum vide its order dated 24.03.2014 directed the opposite party in the complaint to disburse the amount of ? 7 lakh to the complainant in terms of the sanction dated 24.02.2011. It was also directed that the loan shall carry fixed rate of interest

@9.75% for a period of 5 years from the date of disbursement and will carry interest at floating rate for the remaining period. The opposite party in the complaint was also directed to pay Rs.2200/ - as cost of litigation to the complainant.

3. BEING aggrieved from the order of the District Forum the LIC Housing Finance Limited approached the concerned State Commission by way of an appeal. Vide order dated 17.10.2014, the State Commission noticing that the complainant had already cleared the loan which he had taken from ICICI Bank and, therefore, the opposite party cannot take over the said loan, dismissed the complaint as infructuous and set aside the order passed by the District Forum. Being aggrieved, the complainant is before us by way of this revision petition. It is an admitted position that the petitioner/complainant had applied for a switch over loan so that he could repay the loan which he had taken from ICICI Bank by raising loan from LIC Housing Finance Ltd. Obviously, the loan which he had taken from ICICI Bank carried on a higher rate of interest and that is why he wanted to switch over the loan. It is also not in dispute that the loan taken from the ICICI Bank has been repaid during the pendency of the complaint. Consequently, the main relief sought in the complaint, i.e., a direction to the LIC Housing Finance Limited to disburse the loan of ? 7 lakh to the complainant has become infructuous.

4. THE contention of the learned counsel for the complainant is that though direction for disbursement of the loan cannot be issued he is entitled to compensation on account of LIC Housing Finance Limited having failed to disburse the amount despite having given in -principle sanction in favour of the complainant. As noticed earlier, the plea taken by the opposite party LIC Housing Finance Limited before the District Forum was that the complainant/petitioner did not submit the requisite documents and that was the reason the loan could not be disbursed to the complainant. Admittedly, the loan was sanctioned vide sanction letter dated 24.02.2011. The complainant/petitioner has not placed the said sanction letter on record. It, therefore, appears that the petitioner wants to conceal the fact that the in -principle approval was not unconditional and it was subject to submission of the requisite documents to the opposite party. Since the requisite documents were not submitted to the opposite party, it could not have disbursed the loan which it had sanctioned in favour of the complainant. Consequently, no case of deficiency in the service to the complainant is made out on account of the loan not being disbursed to the complainant.

5. FOR the reasons stated above, I find no merit in the revision petition. Consequently, I need not take any view on the application seeking condonation of 41 days in filing the revision petition. The revision petition as well as the application seeking condonation of delay are accordingly dismissed.

