(2005) 08 NCDRC CK 0008

In the National Consumer Disputes Redressal Commission

Telecommunication Circle Ambala Haryana APPELLANT

Vs

RAM CHAND RESPONDENT

Date of Decision : 24-08-2005

Acts Referred:

Citation : 2005 2 CPR 79 : 2005 4 CPJ 70 : 2006 1 CLT 637 : 2006 1 CPC 42

Hon'ble Judges : R.C.KATHURIA , BANARSI DAS , SHAKUNTLA YADAV J.

Judgement

1. RAM Chand while being in service of appellant -opposite party had taken a loan of Rs. 37,000/ - in the year 1994. He deposited the original sale -deed of the land as security with the appellant. He returned the aforesaid loan amount in two instalments. First instalment of Rs. 18,500/ - was paid on 1.2.1994 and second instalment of the same amount was paid on 29.3.1994. In this manner, he has cleared loan amount along with interest amount prior to the date of retirement. Ultimately, the complainant retired on 31.1.1998 on the post of Section Supervisor from Telegraph Branch, Gurgaon of the appellant. He requested the appellant to return the registered sale -deed to him vide letters dated 5.12.1998, 9.1.1999, 13.2.1999, 30.3.1999, 17.6.1999, 22.7.1999 and 7.9.1999 but without any response from the appellant. Forced by the circumstances, he filed the present complaint seeking direction for the return of the original sale -deed and further prayed for payment of Rs. 5,000/ - as compensation on account of mental agony and harassment. In defence, the appellant took a preliminary objection to the jurisdiction of the District Forum to try the complaint as the complainant was not a consumer under the Consumer Protection Act, 1986 (hereinafter referred to as the Act) and the remedy available to him was under Sections 14 and 19 of the Central Administrative Tribunal Act, 1985. On merits, it was pleaded that two copies of re -conveyance deed duly completed were sent to the complainant on 24.12.1999 for registration with Tehsildar, Gurgaon through incharge D.T.O., Gurgaon but the complainant refused to accept the copies and as the complainant has failed to comply with the requirements of Section 17(1)(c) of the Registration Act, 1908, his complaint was liable to be rejected.

2. THE District Forum, on appraisal of the pleadings of the parties and evidence adduced on record, came to the conclusion that the complainant had re -paid the loan amount and for that reason directed the appellant to release the original sale deed within a month of the receipt of the copy of the order. In addition, Rs. 1,000/ - was awarded as compensation to the complainant for the loss suffered due to the delay committed by the appellant. It is against this order, the present appeal has been filed. None appeared at the time of arguments. Challenge to the order of the District Forum has been made in the grounds of appeal taken by the appellant in the written statement which has been noticed earlier. It is not disputed by the appellant in the written statement filed that the original sale -deed of the complainant was kept as security at the time he was advanced loan amount of Rs. 37,000/ - for the construction of his residential house and that amount has been repaid by him in two instalments. The reason for non -release of the sale -deed to the complainant furnished from the side of the appellant is that the complainant was required to execute a re -conveyance deed in terms of the requirment of Registration Act and having not done so, the appellant was not duty -bound to return the original sale deed to him. Understandably, this requirement of law has to be fulfilled by the complainant so as to get a valid discharge of the loan amount. Further -more, it cannot be ignored that the complainant was an employee of the appellant when the loan amount was advanced to him and had taken the service benefit admissible under the rules governing his service. Therefore, there was no question of any service being renderd by the appellant when loan amount of Rs. 37,000/ - was advanced to the complainant. Issue arising out of that loan transaction cannot be agitated by him before the District Forum. No doubt under Section 3 of the Act, 1986 it has been provided that the provisions of this Act shall be in addition to and not in derogation of the provisions of any other law for the time being in force. These provisions would not change in any manner the colour of the controversy raised by the complainant. The complainant being a retiree has to abide by the terms and conditions of loan advanced to him. Whether the complainant wanted to avail the remedy provided under Sections 14 and 19 of the Central Administrative Tribunal Act, 1985 it is for him to decide. The District Forum curiously observed that formalities which are required to be completed by the complainant are to be got done by the appellant as it is their duty to do so while all together ignoring the fact that re -conveyance deed has to be executed by the complainant and it is he, who is required to take necessary steps in this regard. The District Forum mainly accepted the complaint on the ground that the complainant had repaid the amount and did not advert to the other objections taken by the appellant that the complainant cannot invoke the jurisdiction of the District Forum under the Act, 1986 as no service was rendered by the appellant to the complainant by advancing the loan amount to him in terms of the requirements of the instructions and rules governing him. Therefore, he being not a consumer had no right to approach the District Forum by filing the present complaint. Under the circumstances of the case, we are of the view that the impugned order is not sustainable and is accordingly set aside.

3. FOR the aforesaid reasons, we accept the appeal and while setting aside the impugned order, dismiss the complaint. Appeal allowed.

