M/S. Tvs Finance and Services Ltd., (Formerly Harita Finance Ltd.,) and Another Vs. R. Venkatesan

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SooperKanoon Citation : sooperkanoon.com/1109917

Court : Tamil Nadu State Consumer Disputes Redressal Commission SCDRC Chennai

Decided On : Jan-05-2011

Judge : Honourable Thiru Justice M. Thanikachalam President, Thiru J. Jayaram, M.a., M.L., Judicial Member &Amp; Thiru S. Sambandam, Member II

Appeal No. : F.A.NO.524/2010 (Against order in CC.NO.8/2010 on the file of the DCDRF, Krishnagiri)

Appellant : M/S. Tvs Finance and Services Ltd., (Formerly Harita Finance Ltd.,) and Another

Respondent : R. Venkatesan

Judgement :

The Respondent as complainant filed a complaint before the District Forum against the opposite parties praying for the direction to the opposite party to return and handover the original RC book, alongwith compensation of RS.25000/-. The District Forum allowed the complaint. Against the said order, this appeal is preferred praying to set aside the order of the District Forum dt.22.06.2010 in OP.No.08/2010.

This petition coming before us for hearing today. Upon hearing the arguments of the learned counsel for appellant, perusing the documents, lower court records, and the order passed by the District Forum, this commission made the following order in the open court:

M. THANIKACHALAM J, PRESIDENT (Open court)

1. The opposite parties are the appellants.

2. The respondent herein, who is the complainant, on the file of District Forum, Krishnagiri, in CC.No.8/2010, having availed the loan facilities, from the opposite parties, had purchased a two wheeler, bearing Regn. No.TN 24 Z 9492, on 10.4.2005,, agreeing to pay the balance of the amount, in equal monthly instalments at RS.999/-. He had paid the balance on 10.12.2007, but thereafter, when he demanded the original Registration Certificate, which was in the custody of the opposite party, they failed to return the same, despite legal notice also. Thus complaining, leveling allegations, a consumer complaint came to be filed, seeking direction to return the RC Book, as well claiming a sum of Rs.25000/-, as compensation for mental agony, etc.

3. The opposite parties, admitting the purchase of the vehicle, by the complainant, by availing loan facilities, as well as admitting the discharge of the loan also, opposed the complainant, contending that despite intimation given to the complainant to come and receive the original RC, the complainant alone had failed to come, and take back the RC, and they are willing to handover the original also, thereby, praying for the dismissal of the complaint, since they are not liable to pay any compensation.

4. The District Forum, considering the rival contentions of the parties, felt that the non-delivery of the RC book forthwith, after the discharge of the loan should be construed as deficiency in service. In this view, a direction came to be issued on 22.6.2010, directing the opposite party to return the original RC, in respect of the vehicle in question, as well to pay a sum of Rs.10000/-, alongwith cost of Rs.3000/-, which is challenged by the opposite parties, on various grounds.

5. When the case was pending before this commission, the parties have filed joint memo, settling the dispute, stating that as if the appeal has been settled, it may be dismissed, requesting to refund the mandatory deposit made before this commission, wherein we find the signature of the TVS Finance and Service Ltd., not the signature of the counsel concerned, and the signature of the respondent by name Venkatesan, and not the counsel. Therefore, when the case was posted for confirmation of the memo, it was represented, that the matter is not settled. Thus the appeal itself is taken for hearing.

6. No representation for respondent/ complainant. Heard the learned counsel for the appellant.

7. It is the common case of the parties, that the respondent herein had borrowed loan from the opposite party, for the purchase of two wheeler bearing Regn No. TN 24 Z 9492. It is also an admitted fact, even as conceded before us, by the learned counsel for the appellant, that the entire debt was discharged on 10.12.2007, that is the case of the complainant also. Therefore, on discharge of loan, the owner of the vehicle is entitled to get back the original RC, as of right, which cannot be denied. In this case, as seen from the written version, though an attempt has been made to say that the complainant was informed to come and receive the RC, we find no supportive materials. When the complainant had discharged the debt, taking minimum time, to complete the other formalities if any, the opposite party should have cancelled the endorsement, and returned the RC, which they failed, should be construed as deficiency in service, as rightly recorded by the District Forum. Though the debt was discharged on 10.12.2007, even till date, the original RC was not handed over. As seen from the records, even before the District Forum also, the opposite parties/ appellants have not tendered the RC, showing that they have not committed deficiency. Because of the non-availability of the RC, certainly the owner of the vehicle would have suffered and taking into account, compensation was granted, and if at all considering the submission of the learned counsel for the appellant, and also the willingness of the appellant, to tender the RC, before this commission, thereby satisfying the first part of the District Forum also, we are willing to reduce the compensation.

8. The learned counsel for the appellant also made a submission, that in full quit of the claim, which includes compensation, as well as cost and interest, appellant is wiling to pay a sum of Rs.9000/-, and a cheque is also shown, drawn in favour of Venkatesan, which we cannot receive. Taking this into account, we are inclined to modify the order of the District Forum, though it is not liable to be set aside, for the reasons alleged in the grounds of appeal.

8. The learned counsel for the appellant also filed the original RC, alongwith memo, recorded, and the complainant is entitled to take back the RC from this commission, on proper identification, thereby satisfying the first part of the District Forum order.

9. As far as the compensation is concerned, we are inclined to quantify the same at Rs.9000/-, in full quit of the entire claim, including cost, and the opposite party/ appellant is directed to deposit the said Rs.9000/-, payable to the complainant, within 10 days, from today, and on such deposit, the complainant is entitled to draw the amount, from this commission itself, recording full satisfaction.

10. On deposit of Rs.9000/-, the opposite party/ appellant is entitled to withdraw the mandatory deposit, with accrued interest. The Registry is directed to handover the Fixed Deposit Receipt, made by way of mandatory deposit, to the appellant, duly discharged, after the deposit of Rs.9000/-.

11. The appeal is disposed of accordingly.