

Sri Choppa Ramanaidu Vs. the Manager of Development Officer, Andhra Pradesh Khadi and Village Industries Board

Sri Choppa Ramanaidu Vs. the Manager of Development Officer, Andhra Pradesh Khadi and Village Industries Board

SooperKanoon Citation : sooperkanoon.com/1111185

Court : Andhra Pradesh State Consumer Disputes Redressal Commission SCDRC Hyderabad

Decided On : Aug-25-2009

Judge : SMT.M. SHREESHA, HONÂBLE MEMBER & SRI K. SATYANAND, HONÂBLE MEMBER

Appeal No. : FA.No.1574 of 2007 against C.C.No.192 of 2005, District Forum, Vizianagaram

Appellant : Sri Choppa Ramanaidu

Respondent : The Manager of Development Officer, Andhra Pradesh Khadi and Village Industries Board

Advocate for Pet/Ap. : Counsel for the Appellant: M/s.V. Chaitanya Latha. Counsel for the Respondent: Mr.Vinay Kamishetty

Judgement :

ORAL ORDER: (Per Honble Sri K. Satyanand, Member .)

This is an appeal filed by the unsuccessful complainant aggrieved by the order of the District Forum that went against him.

The facts stated briefly are as follows:

It is the case of the complainant that he claimed the release of the margin money by the opposite party under a scheme what is called A.P. Khadi and Village Industries Board Margin Money Scheme. As per the terms of the said scheme, it seems the A.P. Khadi and Village Industries Board intended to release margin money to the self employed youth on a bank loan sanctioned in favour of them. The margin money was to a tune of 30% of the loan amount. In the instant case, the complainant obtained a bank loan from the State Bank of India, Korukonda branch to a tune of Rs.82,000/-. The said amount was sanctioned to him after the complainant himself paid a sum of Rs.27,782/- towards his contribution for purchase of the vehicle. After getting the sanction of the loan by the bank, the complainant approached the opposite party through the self same bank for release of the margin money. It seems the opposite party issued a letter declining to grant the amount on the ground that the A.P. Khadi and Village Industries Board had discontinued its policy to encourage rural transport scheme and accordingly it rejected the application of the complainant for margin money. It is further maintained that the Development Officer, who was arrayed as opposite party did not have power to sanction the margin money and it was only the Board that could sanction the margin money and therefore the complaint had no business to file a claim without any vested right.

In support of his case, the complainant filed his affidavit and relied upon documents Exs.A1 to A5. Likewise the opposite party though filed an affidavit did not rely upon any documents.

On a consideration of the evidence adduced on either side, the District Forum came to the conclusion adverse to the complainant. Those conclusions are two fold, it is firstly noted that there was no consumer service

provider relationship between the complainant and the opposite party in as much as what was intended to be given by the opposite party was after all only a grant and it was rather a gratuitous gesture which hardly answers the description of quid pro quo. In other words, this deal between the opposite party and the complainant was nothing but a contract essentially devoid of any consideration. This circumstance cuts at the very root of maintainability of the complaint. Likewise it also came to the conclusion that it was only A.P. Khadi and Village Industries Board that was having power either to grant or not to grant. When such is the case there was absolutely no privity of contract as between the complainant on one hand and the opposite party on the other as it was merely an office of Development Officer at the gross root level or at the contract level. It also found that the complaint was barred by limitation. For these reasons, the District Forum found that it was not a case of deficiency of service and accordingly dismissed the complaint.

Aggrieved by the said order, the complainant filed this appeal reiterating the points already urged by him before the District Forum.

The points that arise for consideration are

- 1) Whether the complaint was maintainable?
- 2) Whether the complainant could prove the cause of action against opposite party?
- 3) Whether the complaint was within time?
- 4) Whether there are any good grounds to interfere with the order of the District Forum?

1. There is any amount of force in the plea taken by the opposite party in as much as the money claimed by the complainant was by way of grant. By no stretch of imagination can it be stated that the complainant answers the description of consumer vis--vis the opposite party. A grant means a payment given gratuitously. Therefore nobody can have vested right by virtue of a promise for a grant. The complainant, however, relied upon the letter addressed by the opposite party to the State Bank recommending the sanction of the loan that the A.P. Khadi and Village Industries Board was eager to help the unemployed by granting the margin money. The said proceedings came to be marked as Ex.A5. No doubt it refers to the intendment on the part of the A.P. Khadi and Village Industries Board, Hyderabad to sanction Rs.33,000/- representing 30% by way of margin grant to the complainant. It was addressed on 20-7-2000. Though it is worded in emphatic language, the fact remains that it was addressed by an employee of the A.P. Khadi and Village Industries Board working at the gross root level. The complainant can hardly take advantage of the said letter in order to foist it as creative of a vested right in him as after all the Development Officer was no way competent to take such a decision. Even otherwise, he himself made it clear in the said letter that it was the A.P. Khadi and Village Industries Board that would grant the margin money. Thus Ex.A6 disproves the tenability of the complaint for two reasons. The very grant was gratuitous thereby eliminating the element of consideration. In addition, it was a promise made by a person working in the lower rungs of the Board and therefore that promise or intention cannot be attributed to Board which has got some statutory way of disposing of its affairs. In other words, Ex.A6 cannot be magnified to the position of a pending contract between the complainant and the A.P. Khadi and Village Industries Board. Thus no rights flow all out for the complainant to enforce them in a court of law.

2. As a matter of fact the discussion under point No.1 mostly answers this question. The opposite party came to be sued in his official capacity. He was merely a mouth piece at the gross root level of the A.P. Khadi and Village Industries Board. Any action taken by a servant at a lower rung would always be subject to the statutory rules and decisions that would be taken at the higher level. If A.P. Khadi and Village Industries Board had taken a decision at the higher level not to sanction the grant on a policy not to encourage rural transport, both the policy and statutory obligation thereof impede the A.P. Khadi and Village Industries Board from acceding to the request of the complainant. For that, this opposite party, Development Officer cannot be made accountable or liable. In this view of the matter this complaint could not have been maintained against

the opposite party as arrayed.

3. Even according to the complainant the cause of action was of the year 2000 as is abundantly clear from Exs.A1 to A3. The lawyers notice purported to have been issued on 13-3-2005 as per Exs.A4 and A5 could by no stretch of imagination enlarge the period of limitation. In this view of the matter, the very complaint is against the provisions of Section 24A of the Consumer Protection Act, 1986. Thus the complaint also suffers from the vice of limitation as rightly pointed out by the District Forum. For the reasons stated above, we do not see any grounds to interfere with the order of the District Forum.

Accordingly the appeal is dismissed but without costs in the circumstances of the case.

SooperKanoon - India's Premier Online Legal Search - sooperkanoon.com