Martha Bikshapathi Vs. Mathu

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Court : Andhra Pradesh State Consumer Disputes Redressal Commission SCDRC Hyderabad

Decided On : Apr-16-1993

Judge : A. Venkatarami Reddy, President, the Honourable Mr. Pothuri Venkateswara Rao, Member &Amp; the Honourable Mrs. J. Ananda Lakshmi, Member

Appeal No. : C.D. Appeal No. 105 of 1993

Appellant : Martha Bikshapathi

Respondent : Mathu

Judgement :

A. Venkatarami Reddy, President:

1. The complainant in C.D. No. 194 of 1991 is the appellant. According to the complainant, he was selected for the year 1989-90 under Gramodaya Scheme for establishing a printing press. The opposite party expressed its willingness to advance the loan and pursuant to the said willingness, the complainant submitted a quotation for Rs. 36,241.05 for purchase of machinery. He also deposited the balance amount of Rs. 1,241.05 over and above that of the loan amount of Rs. 35,000.00, which the opposite party agreed to sanction. It is also the allegation that the opposite party orally instructed the complainant to purchase the machinery by paying cash to Sai Kripa Enterprises and that they would reimburse on

production of the bills. According to the complainant, believing the representation of the opposite party, he purchased the machinery by raising the loan and installed it at his own cost. Since the opposite party did not grant the loan, the complaint was filed for a direction to the opposite party to release the loan amount under the Gramodaya Scheme.

2. In the counter filed, it was stated that the amount agreed to be sanctioned was for purchase of new machinery. But on 13.2.1991, the complainant in collusion with Saikripa Enterprises got in a second hand machine and installed the same at Parkal. It was not supported by any voucher or bill. They,therefore, informed the complainant that they are not prepared to extent financial assistance for a second hand machinery. Since the complainant did not purchase a new machinery, the Bank never agreed to reimburse the complainant for the machinery purchased by him. The Bank is, therefore, not inclined to sanction the loan.

3. On merits, the District Forum found that the complainant get old machinery in the authorised premises and has not produced the proper bills. Since the complainant did not purchase the new machinery in accordance with the procedure prescribed under the Rules, the Bank cannot be directed to extend the loan facility to the complainant.

4. In this appeal, it is submitted by Miss Sujatha, the learned Counsel appearing for the appellant that the order was placed only for new machinery and on the basis of the promise made by the Bank that they would advance loan for purchase of the machinery, the complainant himself paid the cash out of his monies and borrowings and since the complainant has complied with all the conditions for sanction of a loan, the Bank is bound to grant loan. We are not inclined to agree with the said contention firstly, on merits, there is no material to show that the complainant purchased a new machinery. On consideration of the material, the District Forum found that the complainant did not purchase a new machinery. We are, therefore, not inclined to accept the said contention. Even otherwise, the relief claimed in the complaint is one to direct the opposite party to release the loan amount under the Gramodaya Scheme. This is not a relief that can be granted by the District Forum, as the same is not once of the reliefs that can be given by the

District Forum under Sec. 14 of the Consumer Protection Act, 1986. On this ground also, we feel that the District Forum cannot grant any relief.

5. In the result, the appeal is dismissed. No order as to costs.