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Court : Delhi

Decided On : Jan-14-2004

Reported in : 2004(73)DRJ49

Judge : Manmohan Sarin, J.

Appeal No. : WP 4428/2003 and CM 7569/2003

Appellant : Sunil Kumar and ors.

Respondent : Delhi Scheduled Castes Financial and Development Corporation Ltd. and ors.

Advocate for Def. : K. Sunil, Adv. respondent No. 2, ; George Paracken, Adv. for respondent No. 3 and ;

Advocate for Pet/Ap. : S.C. Juneja, adv

Disposition : Petition dismissed

Judgement :

Manmohan Sarin, J.

Rule.

With the consent of parties, the case is taken up for disposal.

1. This writ petition is filed by 57 petitioners who claim to be members of Scheduled Caste and Scheduled Tribe. Petitioners claim to have applied among others in response to an advertisement issued by Delhi Schedule Caste Financial and Development Corporation inviting applications from members of the Scheduled Caste & Scheduled Tribes of Delhi for sanction of margin money/loan for the purchase of ambassador car to be used as DLY Taxi under the Scheme of providing loan for plying of 'DLY Taxis'.

2. Petitioners claim that they duly met the eligibility conditions and in response to the advertisement, had applied and were sanctioned loans. Learned counsel for the petitioner state that apart from 57 petitioners there were about 43 other applicants, who all were successful and were allotted ambassador cars i.e., to be used for plying as DLY Taxis. Fourteen vehicles were supplied on 31.3.1995 and remaining were supplied in two lots in July, 1995 and November, 1995. The grievance of the petitioners is that the vehicles supplied had manufacturing and other defects and condition was such that these could not be plied.

3. Petitioners per force were unable to earn their livelihood and kept on incurring liability with mounting interest on the loans provided by respondent no.1.

4. Learned counsel for the petitioner has taken me through the correspondence exchanged and the complaints made from time to time with regard to the vehicles claimed to be defective. He refers to a complaint by Mr. Suresh Kumar at page 72 of the paper book written to DSCFDC-respondent no.1 herein in respect of DLY Taxi no.DL-1Y-2039. The letter complained of diesel engine leakage, horn not working, door alignment, absence of rubber seals, brakes being loose, gears being hard, tyre adjustment, etc. It would be seen that these are defects of a minor or routine nature and which are usually corrected during free services, which are rendered during the warranty period.

5. The next submission made is that reconditioned vehicles were supplied instead of new vehicles. Reliance is placed on the registration book as shown at page 77 of the paper book, where in respect of vehicles bearing registration no.DL-1Y-

2568, the manufacturing year is left blank and the word 'disposal' is given. In the counter affidavit filed on behalf of respondent no.3, this has been explained as an inadvertent error. A letter has also been received from M/s.Rajiv Motors-respondent no.2 to the effect that the vehicle was a new one and had been duly billed by Hindustan Motors vide their invoice-cum-challan No.329. The invoice-cum-challan shows the payment of excise duty applicable to a new manufactured vehicle. It is also significant that in respect of this vehicle, no complaints or defects have been pointed out. The Explanationn tendered is well-founded and is accepted.

6. Before parting with the case, it is noticed that in view of the repeated representations being made by the petitioners to higher functionaries in the Government of NCT and others, a high level Technical Committee had also been appointed to report on the grievance of the petitioners regarding defective supply of ambassador cars under the 'DLY Taxi Scheme of DSFDC'. The high level Technical Committee comprising of Prof. Maaji of Delhi College of Engineering, Mr. V. Narayanan, Principal, Pusa Polytechnic and a Technical Officer of Transport

Department of Government of Delhi. The Committee noted, on observing the records of the petitioners/beneficiaries, that it could not be ruled out that some of the vehicles had met with minor/major accidents for which the owners could have preferred their claim with the insurance company during their running. The Committee further noted that after a lapse of number of years and without any record, the petitioners approached the manufacturers through their dealers after the expiry of stipulated warranty period.

In these circumstances, it was not possible to attribute any defect either in the body or the mechanism. Further, no such manufacturing defect had been pointed out before the expiry of the warranty period.

7. Having perused the correspondence referred to by learned counsel for the petitioner, I am satisfied that there were no such defects which would have prevented the running of the vehicles. There may have been minor deficiencies or lack of response in attending to it. This also is vehemently denied by learned

counsel for respondent no.2 who has drawn my attention to the letters written to the petitioners to show that the vehicles were not being collected after minor adjustments/repairs. The ground reality appears to be that the petitioners found running of the vehicles commercially unviable and on account of other economic factors were unable to repay the loans. Respondent-DSCFDC, in these circumstances, had offered waiver of penal interest provided the amounts were paid together with the normal rate of interest. No case is made out for the relief sought in the writ petition. In case the petitioners wish to approach the respondents with proposal for payment in assured Installments, it would be entirely for the respondent to consider the same.

Accordingly, the writ petition stands dismissed with above observations.

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