BEFORE THE TELANGANA STATE CONSUMER DISPUTES REDRESSAL COMMISSION : HYDERABAD.

F.A.No. 632 OF 2019
AGAINST ORDERS IN C.C.59/2017
DISTRICT CONSUMER COMMISSION, WARANGAL

Between:
Pendli Sujatha, W/o late Suresh,
Age : 55 years, Occ.: Household,
R/o H.No.3-3-229, Enugulagadda, Hanamkonda (P & M),
Warangal Urban District,
(Typed in the order as Warangal Dist.)
…….Appellant/Complainant

And:

1. Shriram City Union Finance Limited,
   Rep. by its Branch Manager,
   H.No.15-17-12, 1st Floor, Opp.: Bus Stand, Thorrur (P & M),
   Mahabubabad District,
   (Typed in the order as Warangal Dist)-506 163 (P)

2. Shriram City Union Finance Limited,
   Rep. by the Regional Manager/AGM,
   Zonal Office, H.No.1-8-538, IInd Floor, Vaishnavi Hero Honda Show Room, Nakkalagutta, Hanamkonda (P & M),
   Warangal Urban District,
   (Typed in the order as Warangal Dist.)

……..Respondents/Opposite Parties

Counsel for the Appellant/Complainant : M/s Kunamalla Karunakar
Counsel for the Respondents No.1 & 2/Opposite Parties No.1 to 2 : M/s KRR Associates.

QUORUM :
HON'BLE SMT. MEENA RAMANATHAN, I/c PRESIDENT
&
HON'BLE SRI. V.V.SESHUBABU, MEMBER – JUDICIAL

FRIDAY, THE 22nd DAY OF NOVEMBER
TWO THOUSAND TWENTY FOUR

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Order : (PER HON'BLE SRI. V.V.SESHUBABU, MEMBER– JUDICIAL)

1. The appeal is filed u/s 15 of the Consumer Protection Act, by the unsuccessful complainant against the dismissal of the complaint by the District Consumer Commission, Warangal in CC 59/2017, dated 26.08.2019.

2. The brief averments of the complaint are that Mr.Suresh, who is the husband of the complainant obtained loan from the opposite party No.1 by entering into an agreement, dated

30.05.2012 for Rs.4,90,000/- to purchase a four wheeler; that the husband of the complainant agreed to repay the amount with EMI at Rs.18,103/- commencing from July 2012; that the opposite parties issued cheque for Rs.4,71,897/- instead of Rs.4,90,000/- but on demand refunded Rs.10,725/- on 31.05.2012; that he was regular in payments of EMIs till September 2013; that on 20.11.2013 opposite party No.1 issued a demand notice saying that he was due to pay 12 months of EMIs to the tune of Rs.3,43,957/-; that when the husband of the complainant demanded strict proof for the account and without showing same, on 25.11.2013 car was seized forcibly by abusing borrower; that a complaint was given to the Hanamkonda Police, who registered a petty case against the agents of the opposite parties, who seized the car. The acts of the opposite parties amounts to deficiency of service and unfair trade practice; that on 10.02.2014 the opposite parties sent a notice informing that the vehicle was sold and the sale proceeds were adjusted to the account; that when he approached opposite party No.1, they have not given any response; that on 08.03.2014 another letter was addressed with a demand to furnish the account statement, but they have not furnished; that due to the illegal acts of the opposite parties and their agents, her husband died due to heart attack on 17.10.2014; that the complainant demanded the opposite parties to return the car and to pay appropriate compensation as they are responsible for the death of her husband, but they have not responded till November 2015; a legal notice was issued to the opposite parties for which they issued a reply notice, dated 01.12.2015 denying their responsibility and liability to pay anything; hence, the complaint in all with a demand to pay Rs.5,50,000/-.

3. The brief averments of the written version of Opposite Party No.1 are that the complaint is not maintainable either on facts or under law; that the complainant is put to strict proof of all the averments made in the complaint, except those that are admitted; that they have financed only Rs.4,90,000/- to the husband of the complainant to purchase car; that when EMIs were

not paid, the car was seized and in the public auction, it was sold; that the same notice was issued to the husband of the complainant, but he had not responded; that despite the adjustment of the sale proceeds to the account of the husband of the complainant, still there was a due to the tune of Rs.44,979/- and so they issued a notice dated 10.12.2014 with a demand to pay the same, but the husband of the complainant not paid anything; that the complaint is barred by time. With this, requested to dismiss the complaint with costs.

4. The opposite party No.2 remained ex-parte.

5. Before the Commission below, complainant filed evidence affidavit as PW1 and marked Ex. A1 to A10. One Sri P.Rajaiah, Divisoinal Manager and Authorized Signatory of the opposite party No.1 Company, filed evidence affidavit as RW1 and got marked Ex.B1 to B4.

6. The Commission below, settled the following points for discussion viz..:

- **Whether there is any deficiency of the service on the part of Opposite Parties?**
- **Whether the complainant is entitled for any relief?**
- **If so, to what relief?**

7. Having heard both sides, the Commission below, basing on the material available on record, passed the order as stated supra. Aggrieved by the same, the present appeal is filed by the complainant with the following grounds:

- The order of the Commission below is contrary to law, weight of evidence and probabilities of the case.
- The Commission below failed to observe that the limitation shall be counted from the date of legal notice issued by the complainant.
- The Commission below failed to observe that in June or July 2015, the complainant approached the opposite parties to return the car and expressed

willingness to pay the balance, but they did not furnish any account till November 2015 and on 19.11.2015 when the complainant got issued a legal notice, the opposite parties issued reply cum demand notice, dated 01.12.2015 and without out taking these dates in to consideration, this complaint was dismissed, since limitation starts from the date of rejection/repudiation.

With these grounds and others that will be urged at the time of arguments, requested to set aside the order of the Commission below and award the amounts as pleaded in the complaint.

8. Now the points for determination in the appeal are :

(1) Whether the complaint is barred by time?
(2) Whether there is any deficiency of service on the part of the opposite parties?
(3) Whether the order under appeal is sustainable as per law?
(4) Relief?

9. Heard the counsel for the respondents and despite giving opportunity, the appellant not filed written arguments. For the sake of convenience the parties will be addressed as they arrayed in the impugned order.

10. **<u>POINTS 1 to 4:</u>** Ex.A1 goes to show that on 10.02.2014, the opposite parties addressed a letter to the husband of the complainant informing that they have seized the vehicle on 26.11.2013 for non-payment of installments and instructed him to clear the dues by 27.12.2013; the vehicle was sold on 04.02.2014 and a sum of Rs.4,00,000/- was realized and after adjustment still borrower was liable to pay Rs.44,979/-. So, the cause of action arose to file the complaint on 10.02.2014. It is known to one and all that any amount of correspondence will not extend the period of limitation. Ex.A6 goes to show that the husband of the PW1 died on 17.10.2014. Atleast within 02 years from the date of death of her husband, PW1 should have filed complaint. Nearly more than one year after the death of her husband, PW1 got issued legal

notice, dated 19.11.2015 under Ex.A7 and ultimately filed the complaint on 27.02.2017, i.e. nearly 01 year 03 months from the date of legal notice.

11. No petition is filed u/s 24A of the Consumer Protection Act, with a request to condone delay. The case law relied upon by the complainant in *2017 1 CPR (NC) 728 by the Hon'ble National Consumer Disputes Redressal Commission, New Delhi, between J.M.SA. Stores Ltd. and another vs. Ravi Shankar Rao and another,* is not relevant to the facts of the case, because in the said case, the contention of the opposite parties was that the complainant voluntarily surrendered the vehicle.

12. In the case on hand, the opposite parties have seized the vehicle and informed the borrower by addressing a letter under Ex.A1 to pay the balance to settle the account and take back the vehicle within a particular time, otherwise, they would sell the vehicle and they even informed that the vehicle was sold and a sum of Rs.4,00,000/- was realized. Taking all these aspects into consideration, we are of the view that the appeal is liable for dismissal as the complaint is barred by time.

13. In the result, the appeal is dismissed without costs by confirming the order dated 26.08.2019 in CC 59/2017 passed by the District Consumer Commission, Warangal.

Dictated to the Stenographer and typed by her on the System and corrected by me and pronounced by us in the Open Court on this the 22nd day of November'2024.

Sd/- Sd/-

I/c PRESIDENT **MEMBER-JUDICIAL**

Dated : 22.11.2024

*AD