

**NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION
NEW DELHI**

REVISION PETITION NO. 1511 OF 2023

(Against the Order dated 01/03/2022 in Appeal No. 345/2013 of the State Commission Tamil Nadu)

1. HDFC BANK LTD. & 3 ORS.Petitioner(s)

Versus

1. RAVI KUMARRespondent(s)

BEFORE:

**HON'BLE MR. JUSTICE RAM SURAT RAM MAURYA, PRESIDING
MEMBER**

FOR THE PETITIONER : MR. DEVMANI BANSAL, ADVOCATE
MR. SHRESHTH SETHI, ADVOCATE

Dated : 26 July 2023

ORDER

1. Heard Mr. Devmani Bansal, Advocate, for the petitioners.
2. Above revision has been filed against the order of Tamil Nadu State Consumer Disputes Redressal Commission, Chennai, dated 01.03.2022, passed in First Appeal No.3 of 2013 (arising from the order of District Consumer Disputes Redressal Forum, Coimbatore, dated 28.06.2010 passed in CC/261/2009), whereby District Forum has allowed the complaint and directed the petitioners (opposite parties) to return the gold jewellery of 8 sovereign to the complainant after receiving Rs.48500/- with interest @16.5% per annum from 13.10.2008 to 31.03.2008, pay compensation of Rs.25000/- and litigation cost of Rs.3000/- and State Commission has dismissed the appeal and the order dated 19.01.2023 passed in Review Application CMP No.162 of 2022, filed by the petitioners, modified the order dated 28.06.2010 to the extent that instead of returning gold jewellery to pay value of 8 sovereign gold "as on today".
3. The office has reported 366 days in filing the revision. The petitioners have filed IA/7505/2023, for condoning the delay. Subject to objection of the respondent, delay in filing the revision is condoned and the revision was heard on admission.
4. The respondent filed CC/261/2009 for directing the petitioners to (i) return his gold jewellery of 8 sovereign after receiving Rs.48500/-, from him and close his loan account; (ii) pay Rs.100000/- as compensation for mental agony and harassment; (iii) Pay Rs.100000/- as compensation for committing unfair trade practice; (iv) pay litigation costs; and (v) any other relief, which is deemed fit and proper in the facts and circumstances of the case. The complainant stated that he took gold loan of Rs.48500/- on 13.10.2008, from the branch of opposite party-1 after pledging his 8 sovereign jewel gold. Opposite parties-3 and 4 opened Loan Account No.139796, in his name and after checking his jewellery gave loan amount after deducting Rs.500/- as process fee on the interest @16.5% per annum. After three

months of taking loan, the complainant approached opposite parties-3 and 4 in the branch office of opposite party-1 to close his loan account. Opposite parties-3 and 4 informed that instead of foreclosing the loan account, if the complainant pay interest of that period, then his gold loan would be extended. On which, the complainant paid interest amount on the loan. The complainant again visited branch of opposite party-1 in 3rd week of March, 2009 and told opposite parties-3 and 4 to close his loan account after taking loan amount along with interest. Then opposite parties-3 and 4 asked him to come in April, 2009. The complainant visited numerous times, including on 24.04.2009 for closing his loan account but opposite parties-3 and 4 asked to come in May, 2009. The complainant received a letter dated 30.04.2009 along with draft of Rs.29092.29, informing that his jewellery was sold in auction and after adjusting dues of the bank, balance amount was returned to the complainant. The complainant gave a legal notice dated 04.05.2009 to the opposite parties that without giving any notice to him they had illegally sold his gold jewellery, value of which was more than Rs.one lac. But the opposite parties did not respond, then the complaint was filed.

5. The petitioners filed their written reply and contested the complaint. The petitioners stated that the complainant was sanctioned loan of Rs.48500/- on 07.06.2008, on the interest @16.5% per annum from the branch of opposite party-1 after pledging his 8 sovereign jewel gold. Loan was renewed on 13.10.2008. The complainant neither paid the monthly interest nor came to foreclose his loan account after three months. The bank gave notice dated 16.02.2009 to the complainant to foreclose the loan account but he did not respond. Then bank gave notice dated 03.03.2009, informing the complainant that his gold ornament would be auctioned. Thereafter, the bank gave pre-sale notice dated 19.03.2009 and sold the gold ornament as per loan agreement. After adjusting the loan amount, the bank returned balance amount of Rs.29092.29 through bank draft along with letter dated 30.04.2009 to the complainant. There was no deficiency in service on the part of the opposite parties.

6. District Forum and State Commission both concurrently held that pre-sale notice dated 19.03.2009 was sent on wrong address and not on the address as recorded in the loan agreement. It also contains wrong loan account number. Thus malafide, arbitrary and illegal act of the opposite parties was proved. The petitioners could not contradict the above findings of the foras below. Supreme Court in **Rubi (Chandra) Dutta Vs. United India Insurance Company Ltd. (2011) 11 SCC 269** and **Loudres Society Snehanjali Girls Hostel Vs. H & R Johson (India) Ltd. (2016) 8 SCC 286**, held that National Commission has no jurisdiction to set aside concurrent findings of facts recorded by two foras below, in exercise of revisional jurisdiction.

O R D E R

In view of the aforesaid discussion, the revision petition has no merit and is dismissed.

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RAM SURAT RAM MAURYA
PRESIDING MEMBER