

**BEFORE DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION, PANIPAT**

Complaint case No.	:	383 of 2023
Date of Institution	:	07.11.2023
Date of Decision	:	08.04.2024

Sonu S/o Subhash, Resident of Village Jattal, Tehsil & District Panipat.

.....Complainant

Versus

1. RBL Bank Ltd., situated at near Sanjay Chowk, G.T. Road, Panipat through its Branch Manager/Authorized Person.
2. RBL Bank Ltd., situated at Unit No.2, Gr. Floor, ABW Tower, IFFCO Chowk, Village Sukhrauli, NH-8, Gurgaon, Haryana 122002 through its Managing Director/Authorized Person.

.....Opposite Parties

Complaint Under Section 35 of Consumer Protection Act, 2019

BEFORE Dr. R. K. Dogra, President.
Dr. Rekha Chaudhary, Member.

Present: Shri Anirudh Ruhil, Legal Aid Counsel for complainant.
Opposite Parties Ex-parte vide order dated 12.12.2023.

ORDER (DR.R.K.DOGRA, PRESIDENT)

The instant complaint has been filed by complainant Sonu against the opposite parties **u/s 35 of the Consumer Protection Act** alleging deficiency in service and unfair trade practice on the part of the opposite party.

FACTUAL ASPECTS

2 In brief, the case of the complainant is that the complainant had purchased a tractor **Sonalika DI-50 bearing Engine No. 3105NH24B1147419F29** on dated 17.03.2022 from M/s Yogesh Tractors, Opposite Esar Petrol Pump, Barsat

Road, Panipat and the said vehicle was finance on Rs.5,50,000/- from the respondent No.1 and the rest amount was paid by the complainant to M/s Yogesh Tractors in cash. Thereafter, the complainant was regularly paying the instalments of the said tractor regularly to the complainant No.1 which were to be paid on 05th day of each month. But due to some financial problem, the complainant could not pay the instalments of April and May 2023 to respondent No.1 and on dated 25.05.2023 some officials of respondent No.1 came at the house of the complainant and snatched the tractor. Thereafter, the complainant moved an application on 01.06.2023 before the Police Authorities, Madlauda where it was settled that as and when the complainant will pay the outstanding two instalments to respondent No.1, the respondent No.1 returned the tractor. Thereafter, the complainant paid an amount of Rs.27,165/- on 31.05.2023 (for instalment of April & May 2023) and thereafter the complainant visited the branch of respondent No.1 with the request to hand-over his tractor to him but the respondent No.1 refused to hand-over the tractor. The complainant has also deposited the amount of Rs.12,582/- on 26.06.20213 and in this manner the complainant has deposited the entire due instalments till June 2023. Thereafter, the complainant on dated 12.06.2023 and 28.06.2023 moved an application before S.P. Panipat but the respondent No.1 has not returned the tractor. Due to this act and conduct of respondents, the complainant has come to this Commission with the prayer to direct the respondents to return the tractor to the complainant and to pay an amount of Rs.50,000/- as compensation on account of mental pain and agony along with Rs.22,000/- as litigation expenses.

3 Upon notice, opposite parties did not appear before this Commission and were proceeded against ex-parte vide order dated 12.12.2023.

EVIDENCE LED BY COMPLAINANT

4 The counsel for complainant in support of case has tendered in documentary evidence affidavit of complainant as Ex.CW1/A and closed the evidence after tendering the following documents;

Exhibits	Details
Ex.C1	Aadhar Card of complainant
Ex.C2	Copy of policy
Ex.C3	Screenshot of payment of Rs.12,582/- through Paytm
Ex.C4	Screenshot of payment of Rs.27,165/- through Paytm
Ex.C5	Deposit Slip of Rs.13,590/-
Ex.C6 & Ex.C7	Receipts of police station
Ex.C8	Complaint before S.P. Panipat
Ex.C9	Complaint registered receipt from the office S.P. Panipat
Ex.C10	Invoice of tractor
Ex.C11	Ration Card details

5 We have heard the counsel for the complainant and gone through the case file thoroughly. We are of the convinced view that there is merit in this complaint which deserves to be accepted for the reasons mentioned hereinafter:-

a) The counsel for the complainant has contended that complainant had purchased a tractor Sonalika DI-50 from M/s Yogesh Tractors, Opposite Esar Petrol Pump, Barsat Road, Panipat and the said vehicle was finance on Rs.5,50,000/- from the respondent No.1 and the rest amount was paid by the complainant to M/s Yogesh Tractors in cash. Thereafter, the complainant was regularly paying the instalments but due to some financial problem, the complainant could not pay the instalments of April and May 2023 to respondent No.1 and on dated 25.05.2023 some officials of respondent No.1 snatched the tractor. Thereafter, the complainant made so many requests to respondents but all in vain. So, the present complaint which has been duly proved by the complainant may kindly be accepted with cost.

Since, the opposite parties were proceeded against ex parte vide order dated 12.12.2023 and that is why no stand could be taken or proved by the opposite parties.

Findings

6. After considering the arguments advanced by the learned counsel for the complainant and after perusing the record placed on file it has been established on the file that all the due installments have been paid by the complainant as desired by the opposite parties. All the documents placed on the file Ex.C1 to Ex.C11 have been proved and total receipts of deposits have also been

placed on the file and a due notice was issued to the opposite parties of the complaint in question but neither opposite parties nor their counsel/representatives appeared to rebut the evidence of the complainant and by that way the evidence led by the complainant remains unchallenged and unrebutted and on these grounds alone the complaint of the complainant is liable to be accepted.

In view of the above discussion, the present complaint of the complainant has merits and the same is hereby allowed.

Final Order

7. Having heard the contentions raised by learned counsel for the complainant and after perusing the whole record available on the file and evidence of the complainant which remained unrebutted deserves to be allowed and accordingly it is ordered the **opposite parties be directed to release the tractor in question to the complainant forthwith in the same condition as it was taken into possession at the time. However, the complainant is also directed to deposit the balance amount, if any, to the opposite parties before taking possession of the tractor, if any within one month of this order and thereafter opposite parties are directed to handover the tractor in question within 45 days of receipt of any balance amount against the complainant. Opposite party is further directed to pay Rs.5,000/- as compensation to the complainant.**

8. In case, opposite parties fails to do so, then the complainant can file the execution petition **under section 71 of Consumer Protection Act, 2019**

and in that eventuality, the opposite parties may also be liable for prosecution **under Section 72 of the said Act.** Copies of this order be sent to the party free of costs, as per rules, and this order be promptly uploaded on the website of this Commission. File be consigned to the record room after due compliance.

Announced in Open Court
Dated:08.04.2024

Sd/-
(Dr. R.K. Dogra)
President,
District Consumer Disputes
Redressal Commission, Panipat

Sd/-
(Dr. Rekha Chaudhary)
Member,
District Consumer Disputes
Redressal Commission, Panipat

Vanisha
Stenographer