

(2000) 04 NCDRC CK 0023

NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION

Case No: None

DURGA LODGE PVT. LTD.

APPELLANT

Vs

Tamil Nadu Industrial
Investment Corporation Ltd.

RESPONDENT

Date of Decision: April 18, 2000

Citation: 2000 3 CPJ 142

Hon'ble Judges: M.S.Janarthanam , S.P.Sivaprakasam , Banumathi Baskaran J.

Final Decision: Complaint dismissed in limine

Judgement

1. THIS action came up for admission before us today. Neither the Managing Director of the complainant Company nor their Advocate was present in the Court. In such circumstances, there is no other go for us except to peruse the materials placed on record and dispose of the matter on merits. That is exactly what we are going to do and in fact we did so.

2. SRI Durga Lodge Pvt. Ltd. represented by its Managing Director P. Subramania Reddy is the complainant. The complainant, it appears, filed an application with the 1st opposite party Tamil Nadu Industrial Investment Corporation Limited (TIIC) having its office at No. 27, Whites Road, Chennai, for a loan of Rs. 124.65 lakhs as financial assistance to construct a lodge at Tiruthani town. The 2nd opposite party is the Branch Manager, Tamil Nadu Industrial Investment Corporation Limited, Chengai MGR West.

The 1st opposite party, it appears, accepted the loan application and sanctioned a sum of Rs. 84 lakhs subject to certain terms and conditions. According to the said terms and conditions, if the borrower complainant does not communicate his

acceptance within 15 days of the receipt of the sanction order, the sanction will no longer be valid. Further, the sanction of the loan will lapse six months after the date of sanction. The disbursement of the loan was also subject to the rules in force from time to time. This apart, the disbursement for building, fabricated item, pipings, electricals (undertaken by self or through contract) shall be subject to inspection and valuation.

The complainant, it appears, engaged the services of M/s. Fedders Lloyd Corporation Ltd., Chennai-6 for installation of air-conditioners in the lodge. Nothing is made clear by way of specific averment in the complaint as to whether the installation of air-conditioner to the said lodge is to be done by the complainant himself or by way of contract entered into by him with M/s. Fedders Lloyd Corporation Ltd., Chennai-6. Whether the installation of the air-conditioner is made either by the complainant himself or by entering into contract with M/s. Fedders Lloyd Corporation Ltd., the payment will be made according to one of the terms and conditions of loan by the 1st opposite party after due inspection and valuation only and not earlier. Further, no material has been placed on record by the complainant as to whether he accepted the terms and conditions and availed of the loan facility from the 1st opposite party. No material is also placed, even for admitting for argument sake, that he had accepted the terms and conditions as to the availing of loan within six months from the date of sanction order and if he has not availed of the loan facility within six months from the date of sanction order, the loan will lapse.

3. ONE of the prayers in the complaint is for issuance of a direction to the opposite parties to release a sum of Rs. 7 lakhs out of the already sanctioned loan amount.

According to the complainant, the non-release of Rs. 7 lakhs to the complainant is deficiency in service on the part of the opposite parties. To decide *prima facie* as to whether there is any deficiency in service on the part of the opposite parties in not releasing Rs. 7 lakhs to the complainant, no *prima facie* material whatever had been placed on record by the complainant. Such being the case, it goes without saying that there is no other go for us except to reject the complaint in limine at the admission stage itself.

4. ACCORDINGLY we reject the complaint in limine. Complaint dismissed in limine.