STATE CONSUMER DISPUTES REDRESSAL COMMISSION UTTARAKHAND
DEHRADUN

Date of Admission: 11.05.2023
Date of Final Hearing: 16.09.2026
Date of Pronouncement: 21.09.2026

SC/5/A/67/2023

1. Punjab National Bank
through its Branch Manager
at Branch, Bhikampur, Jeetpur
Laksar, Haridwar, Uttarakhand

2. Punjab National Bank
through its Authorised Person
at Circle Office, First Floor
Sector – 4, BHEL
Haridwar, Uttarakhand

(Through: Sh. Chetan Jain, Advocate)
…… Appellants

Versus

Sh. Ramkesh (wrongly mentioned as Sh. Rameksh)
S/o late Jitaram (wrongly mentioned as late Jitram)
R/o Village Tilakpuri
Baditeep, Post Bhogpur
Laksar, Haridwar, Uttarakhand

(Through: None)
…… Respondent

Coram:
Ms. Kumkum Rani, President
Mr. B.S. Manral, Member

ORDER

(Per: Ms. Kumkum Rani, President):

This appeal under Section 41 of the Consumer Protection Act, 2019 has been directed against the impugned judgment and order dated 17.07.2021 passed by learned District Consumer Disputes Redressal Commission, Haridwar (hereinafter to be referred as “The District

Commission") in consumer complaint No. 254 of 2019, styled as Sh. Ramkesh Vs. Punjab National Bank and another, wherein and whereby the consumer complaint was allowed and the appellants / opposite parties (bank) was directed to reactivate Savings Bank Account No. 7205000100029671, customer I.D. KRC 006922 of the respondent / complainant and also not to realize an amount of Rs. 1,89,362.80/- from the respondent / complainant, besides to pay Rs. 10,000/- to the respondent / complainant towards compensation and Rs. 10,000/- towards counsel fee & litigation expenses.

2. The facts giving rise to the present appeal, in brief, are, as such that the respondent / complainant is having a Savings Bank Account No. 7205000100029671, customer I.D. KRC 006922 with the appellant No. 1 / opposite party No. 1, which could be operated only by the complainant. The above-mentioned bank account was opened by the complainant on 25.08.2014 and he has been using this account without any problem. On 16.09.2018, the appellants had freezed the bank account of the complainant and stopped all the transactions in the account, regarding which the complainant visited appellant No. 1, where he was informed that the account has been freezed till further orders and has to be reactivated. The complainant asked the appellant No. 1 to reactive the account and also sought reason for freezing the account, whereupon he was told that the complainant's father had taken some loan on his KCC (Kisan Credit Card), which is still pending and the outstanding amount has increased to Rs. 1,89,362/- alongwith interest and the complainant needs to clear the bank dues. The complainant told the appellant No. 1 that his father had expired in the year 2008 and he was totally unaware of any loan taken by his deceased father. The appellant No. 1 asked the complainant to repay the loan

amount. All the payments from Sugar Mill; Sugarcane and other transactions have been made from the aforesaid account and till date, more than Rs. 85,000/- have been seized. The complainant visited the bank in connection with his grievance, but in vain. Thus, alleging deficiency in service and unfair trade practice on the part of the bank, consumer complaint was submitted by the complainant before the District Commission.

3. The appellants / opposite parties (bank) filed written statement before the District Commission and pleaded that during his lifetime, the deceased father of the complainant, had taken an agricultural loan from the bank by way of Kisan Credit Card, which is increasing on account of non-payment of the outstanding dues and after the death of his father, the complainant being the legal heir / legal representative of the deceased borrower, is fully responsible to repay the balance amount and interest of the loan account. The complainant is fully aware of the fact that his deceased father – late Jitaram had availed an agricultural loan facility of Rs. 90,000/- by way of Kisan Credit Card on 09.09.2005, as in this regard, the complainant filed an application dated 13.08.2012 under The Right to Information Act, 2005. For the above loan, the complainant himself had signed the Mortgage Deed / Loan Documents as a witness as well as a Guarantor. Despite best efforts made by the bank by way of oral requests as well as sending legal notice, the bank had to file recovery certificate as per the provisions of Section 11A of U.P. Agricultural Credit Act, 1973 on 28.04.2011, but the balance loan amount with interest is still lying outstanding, which the complainant is legally bound to pay to the bank. There has not been any deficiency in service on the part of the bank and the consumer complaint is liable to be dismissed.

4. The District Commission, after hearing learned counsel for the parties and after taking into consideration the material available on record, allowed the consumer complaint vide impugned judgment and order dated 17.07.2021 in the above terms. Feeling aggrieved by the impugned judgment and order, the bank has preferred the instant appeal before this Commission as appellants.

5. We have heard learned counsel for the appellants and perused the record. Vide order dated 31.01.2025, it was directed that the appeal shall proceed ex-parte against respondent / complainant, as inspite of sufficient service of notice upon, he failed to appear before this Commission.

6. The very claim of the complainant that he was totally unaware of any loan taken by his deceased father, is belied from the copy of the Letter of Guarantee dated 09.09.2005 executed between the bank and the borrower / deceased father of the complainant (Paper Nos. 47 to 49), wherein the complainant has duly put his thumb impression as a guarantor in respect of the loan granted by the bank. There is no case of the complainant that no amount is lying outstanding in respect of the loan granted by the bank to his deceased father and there is also no case of the complainant that his deceased father had repaid the entire dues of the bank. There is copy of application form for agricultural credit dated 09.09.2005 on record being Paper Nos. 51 to 56, which clearly shows that the complainant's deceased father had applied with the bank for grant of loan of Rs. 90,000/-. Since the complainant stood as guarantor in respect of the loan taken by his deceased father from the bank, he is fully responsible to repay the bank dues and clear the

outstanding loan amount and the bank has a right to recover the outstanding loan amount from the complainant.

7. The District Commission has recorded finding that since the complainant has not taken any loan, no amount can be recovered / realized from him. We can not go by such an error. As stated above, the complainant stood as guarantor in respect of the loan granted by the bank to his deceased father, hence the bank has every right to recover the outstanding loan amount from the complainant and the action so taken by the bank, can not be faulted with or called into question.

8. Learned counsel for the appellants – bank cited a judgment of Hon'ble Apex Court in the case of **State Bank of India Vs. Messrs. Indexport Registered and others** reported in **(1992) AIR (SCW) 1939 : (1992) AIR (SC) 1740**, wherein it was held that a surety's liability is co-extensive with the principal debtor and that the creditor can sue the surety without first exhausting remedies against the principal debtor or security. The same law has also been propounded by Hon'ble Apex Court in the judgment given in the case of **Bank of Bihar Ltd. Vs. Dr. Damodar Prasad and another** reported in **(1969) AIR (SC) 297 : (1969) AllLJ 475**, also pressed into service by learned counsel for the appellants. Learned counsel cited another judgment of Hon'ble Apex Court in the case of **Ram Kishun and others Vs. State of U.P. and others** reported in **(2012) AIR (SCW) 3491 : (2012) AIR (SC) 2288**, wherein it was held that co-sureties are liable to contribute equally unless contract specifies otherwise.

9. For the reasons aforesaid, we are of the considered opinion that the District Commission has not properly considered the material

available on record and has committed manifest error of law, while allowing the consumer complaint per impugned judgment and order. We also find that there exists no deficiency in service on the part of the bank. Thus, we hold that the appeal is fit to be allowed and the impugned judgment and order is liable to be set aside.

10. Appeal is allowed. Impugned judgment and order dated 17.07.2021 passed by the District Commission is set aside and consumer complaint No. 254 of 2019 is hereby dismissed. No order as to costs of the appeal. The amount deposited by the appellants with this Commission, be released in their favour.

11. A copy of this Order be provided to all the parties free of cost as mandated by the Consumer Protection Act, 1986 / 2019. The Order be uploaded forthwith on the website of the Commission for the perusal of the parties. A copy of this Order be sent to the concerned District Commission for record and necessary information.

12. File be consigned to record room along with a copy of this Order.

(**Ms. Kumkum Rani**)
President

(**Mr. B.S. Manral**)
Member

Pronounced on: 21.09.2026