IN THE HIGH COURT AT CALCUTTA
CIRCUIT BENCH AT JALPAIGURI
CIVIL REVISIONAL JURISDICTION
APPELLATE SIDE

Present:
The Hon'ble Justice Debangsu Basak

CO 125 of 2023
IA No.: CAN 1 of 2024

The Branch Manager, Uttarbanga Kshetriya Gramin Bank
Vs.
Sri Dulal Ch. Chandra & Ors.

With
CO 126 of 2023
IA No.: CAN 1 of 2024

The Branch Manager, Uttarbanga Kshetriya Gramin Bank
Vs.
Sri Tapan Kumar Barman & Ors.

With

CO 127 of 2023
IA No.: CAN 1 of 2024

The Branch Manager, Uttarbanga Kshetriya Gramin Bank
Vs.
Majir Ali Byapari & Ors.

With

CO 128 of 2023
IA No.: CAN 1 of 2024

The Branch Manager, Uttarbanga Kshetriya Gramin Bank
Vs.
Smt. Krishna Barman & Ors.

With

CO 142 of 2024

Department Purchase Central In-Charge (DPC) Jute Corporation of India Limited
Vs.
Sri Tapan Kumar Burman & Ors.

With

CO 143 of 2024

Department Purchase Central In-Charge (DPC) Jute Corporation of India Limited
Vs.
Smt. Krishna Barman & Ors.

With

CO 144 of 2024

Department Purchase Central In-Charge (DPC) Jute Corporation of India Limited
Vs.
Sri Dulal Chandra Chanda & Ors.

With

CO 145 of 2024
Department Purchase Central In-Charge (DPC) Jute Corporation of India Limited
Vs.
Majir Ali Byapari & Ors.

For the Petitioner in CO 125 of 2023, CO 126 of 2023, CO 127 of 2023 & CO 128 of 2023 and for the respondent bank in CO 142 of 2024, CO 143 of 2024, CO 144 of 2024 & CO 145 of 2024	: Mr. Chitra Bhanu Gupta, Advocate Ms. Supriya Singh, Advocate
For the State	: Mr. Nabankur Paul, Advocate
Owner of Bharatiya Uttarbanga Kshetriya Gramin Bhander (in Person)	: Mr. Broja Gobinda Barman
For the respondent nos.11, 12 & 13 in CO 125 of 2023, CO 126 of 2023, CO 127 of 2023 & CO 128 of 2023	: Mr. Sudev Thapa, Advocate Mr. Mayank Bhandari, Advocate
For the respondent nos.1 to 10 in all revisional applications	: Ms. Rima Sarkar, Advocate

For the opposite party no.1 in C.O.125 of 2023, C.O. 126 of 2023, C.O.128 of 2023, C.O. 142 of 2024, C.O. 143 of 2024, C.O. 144 of 2024 and For the opposite party no.4 in C.O.127 of 2023, C.O.145 of 2024	: Mr. Satyaki Basu, Advocate
For the Jute Corporation of India: in CO 125 of 2023, CO 126 of 2023, CO 127 of 2023 & CO 128 of 2023 and for the petitioner in CO 142 of 2024, CO 143 of 2024, CO 144 of 2024 & CO 145 of 2024	Mr. Sudipto Kumar Majumder, Ld. Sr.Adv Mr. Shubhankar Dutta, Advocate Ms. Swagata Mitra, Advocate
Heard & Judgment on	: November 26, 2025

DEBANGSU BASAK, J.:-

1. Eight revisional applications are taken up for analogous hearing as they involve the same issues.
2. Some farmers approached a bank for the purpose of loan by pledging warehouse receipts of jute goods. Bank sanctioned such credit facilities and disbursed the same on the strength of such warehouse receipts.
3. Apparently, there subsisted a scheme of the Central Government under which, Jute Corporation of India (JCI) was to provide a minimum support price (MSP) to jute farmers at the relevant point of time.

4. Farmers did not repay the loan despite the recall notice. Pledged jute goods were not sold by the bank. Apparently, bank did not take any steps for recovery of the loan subsequent to the recall notice.
5. Farmers approached the District Consumer Forum with the complaint against the bank and JCI that, bank did not sell the pledged goods in time and, therefore, caused loss. JCI did not purchase the jute goods in terms of the scheme and, therefore, such action of JCI caused loss to the farmers as, the farmers could not repay the loan to the bank.
6. District Commission allowed the claim. District Commission directed recovery of the loan amount from the farmers and granted compensation to the farmers on the finding that, there was deficiency in service rendered both by the bank and JCI.
7. Appeal preferred before the State Commission was dismissed. National Commission concurred with the view of the State Commission.
8. Special Leave Petition directed against the final order of the National Commission was disposed of by permitting the parties to approach the High Court.
9. The sets of the revisional applications, as noted above, are by the farmers, the bank as well as by the JCI. All of them are directed against orders passed by the National Commission affirming the decision of the State Commission which in turn affirmed the decision of the District Commission.

10. The sum and substance of the contentions of the farmers is that, both the bank and JCI failed to provide adequate service to the farmers resulting in loss and damages to the farmers. As against the bank, contention of the farmers is that, bank was obliged to sell the pledged goods in time to recover its dues. Bank failed to do so. As against the JCI, the contention is that, JCI did not act in terms of the scheme of the Central Government and buy the pledged jute goods in time at the minimum support price.

11. Bank did not initiate any recovery proceedings against the farmers. During the hearing, learned Advocate appearing for the bank was requested to inform the Court as to whether, any recover proceedings was initiated by the bank against the farmers or not. The answer of the bank was in the negative.

12. The pledged document clause which entitles the bank to sell the pledged goods is essentially one for mitigating the damages of the bank in the event the loan is not repaid. Bank in the instant case, did not initiate any recovery proceedings. Question, therefore, of the bank failing to mitigate loss on account of loan granted to the farmers, in the facts and circumstances, does not exist.

13. Consequently, I am of the view that, the bank in the facts and circumstances of the present case, cannot be foisted with the liability for alleged deficiency of service on the ground that it failed to sell the pledged goods. As noted above, bank did not initiate any recovery proceedings.

14. So far as JCI is concerned, it was to implement a scheme of the Central Government. It is not established that, the farmers offered the pledged jute goods for sale at the minimum support price to JCI at the relevant point of time.

15. Averment of offer to sell as made in the complaint petition was denied by JCI in its written objection. In the complaint of the farmers it is alleged that the offer for sale was made orally. There is no conclusive evidence even on the yardstick of preponderance of probabilities as to establishing the fact that the farmers offered pledged jute goods for sale to JCI at the MSP or otherwise at the relevant point of time.

16. Section 2(o) of the Consumer Protection Act, 1986 defines service as follows:

> ***"(o) "service" means service of any description which is made available to potential [users and includes, but not limited to, the provision of] facilities in connection with banking, financing, insurance, transport, processing, supply of electrical or other energy, board or lodging or both, [housing construction], entertainment, amusement or the purveying of news or other information, but does not include the rendering of any service free of charge or under a contract of personal service."***

17. Service rendered free of charge is excluded from the purview of the Act of 1986. JCI, in the facts and circumstances of the present case, did not charge any fees for registration or otherwise.

18. In my view, therefore, JCI did not render any service which can be questioned within the parameters of the Act of 1986.

19. In view of the discussions above, the decision of the District Commission, as affirmed by the State Commission and concurred with by the National Commission are set aside.

20. **CO 125 of 2023, CO 126 of 2023, CO 127 of 2023, CO 128 of 2023, CO 142 of 2024, CO 143 of 2024, CO 144 of 2024** and **CO 145 of 2024** along with all connected applications are **disposed of** accordingly without any order as to costs.

(Debangsu Basak, J.)

(AD)