Company : CourtKutchehry
Website : www.courtkutchehry.com
Printed For :
Date : 14/09/2026

(1992) 07 NCDRC CK 0019

In the National Consumer Disputes Redressal Commission

ACHARYA MAHARAJ SHREE TEJENDRA — APPELLANT

Vs

NAVDEEP CO-OPERATIVE BANK LTD — RESPONDENT

Date of Decision : 24-07-1992

Acts Referred:

Citation : 1992 3 CPJ 184

Hon'ble Judges : S.A.Shah , R.K.Shah J.

Advocate : B.N.Parmar , B.S.Patel

Judgement

1. - THESE complaints are filed by the same set of complainants against the Navdeep Co-operative Bank Ltd., Ahmedabad involving similar questions and, therefore, with the consent of both the parties all the three cases have been consolidated and are disposed of by common judgment.

2. THE complainant is the head Trustee of the Swaminarayan Mandir Trust and deposited various amounts with the Bank. THE maturity date runs from April ''89 to ''90 and some of the deposits became mature on 24.11.91 and thereafter on various dates. Since the complainant being the Trustee of the Trust, apprehending that the Bank will not make the payment and the deposit will become barred by limitation, in order to protect the interest of the Trust the Trustee appears to have filed these complaints for the breach of promise by the opposite party in not making the payment on the due dates i.e. on the dates of maturity. In reply to our summons the Bank has filed its version and has pleaded that on account of the directives of the Reserve Bank of India issued under Section 35 A of the Banking Regulation Act, 1949 they were not permitted to make the payment exceeding Rs. 50/- to one depositor. Since the amount of deposit being more than Rs. 50/- they were restrained from making payment and have not made the payment on account of the directives of the R.B.I, and also on account of financial stringency.

The facilities regarding Banking have been specifically included within the definition of services in Section 2(1)(o) of the Consumer Protection Act. The Opposite Party - Bank had promised to repay the deposit with interest on due

Downloaded from CourtKutchehry — https://dev.courtkutchehry.com/judgments/acharya-maharaj-shree-tejendra-...

dates mentioned in the receipts and the Bank has failed to make the payment on account of the financial stringency leading to directives of the R.B.I. to protect the interest of other depositors, the Bank could not pay.

3. MR. Patel, the learned Advocate appearing on behalf of the Bank vehemently argued that since the Bank could not pay the money on account of the directives of the R.B.I., order should not be passed directing the Bank to pay. In other words, his request amounts to not exercising a jurisdiction which has been vested in us by the statute. If the dispute between the parties is a complaint within the meaning of Section 2 of the Act, we cannot refuse to grant the relief which we can grant under Section 14 of the Act. MR. Patel is not able to show any prohibition either under the statute or under the directives issued by the R.B.I. In the circumstances we shall have to pass the order by exercising our jurisdiction vested under the Act. ORDER The Opposite Party is directed to pay the outstanding amount with running interest @ 12% from the date of maturity till the payment is made and will also pay the cost which we quantify at Rs. 250/- in each matter. Complaint allowed with costs.

Downloaded from CourtKutchehry — https://dev.courtkutchehry.com/judgments/acharya-maharaj-shree-tejendra-…