(1999) 04 NCDRC CK 0036

In the National Consumer Disputes Redressal Commission

C.Thiagarajan APPELLANT

Vs

BRANCH MANAGER, TAMIL NADU MERCANTILE BANK LTD. RESPONDENT

Date of Decision : 13-04-1999

Acts Referred:

Citation : 1999 2 CPJ 188 : 1999 2 CPR 369 : 2000 1 CPC 302

Hon'ble Judges : E.J.Bellie , Angel Arulraj J.

Final Decision : Appeal allowed

Judgement

1. THE appeal is by the complainant who has lost his case before the District Forum. His case is that for purchase of a car his son who was abroad in Chester sent a sum of Rs. 2,00,000/- to the credit of the S.B. A/c of the complainant in the opposite party-Bank. Since the complainant apprehended that the car price would be increased, to get the amount immediately, enquired with the opposite party on 23.3.1994 whether the said sum of Rs. 2,00,000/- had been received from abroad. To that he was informed that no such amount had been received. Even subsequent enquiries also met with the same answer. THErefore the complainant had to obtain a loan on interest from M/s. Apple Credit Corporation Limited, and with that he purchased the car on 8.4.1994 but subsequently on 9.4.1994 when he deposited an amount, from his pass book entries he came to know that on 21.3.1994 it self a sum of Rs.2,00,000/- had been deposited and credited in his Savings Bank Account. THErefore the opposite parties had given false information that no sum of Rs. 2,00,000/- from abroad had been received to several of his enquiries on 23.3.1994 and subsequently and this had caused him mental pain and heavy financial loss. On these grounds the complaint was filed for compensation.

2. THE opposite parties contended that all the remittances from abroad would be always routed through a Foreign Exchange Department in the Head Office at Tuticorin and the Foreign Exchange Department at the Head office would then intimate the branches concerned about the receipts of the foreign remittances and the branch office would then record the same in registers in the usual and

regular course of business. When the complainant made enquiries the Manager of the bank referred the complainant to Mr. Chidambaram who was in charge of Foreign Exchange Remittances Registers who after perusal of the register told him that no foreign remittances had been received. It was accordingly informed to the complainant. Since the complainant had not enquired whether any inland remittances had been made in his S.B. Account there was no occasion to refer to his S.B. Account. THE sum of Rs. 2,00,000/- by way of Demand Draft received on 21.3.1994 was only an inland remittance from the State Bank of India, Madras, which the opposite party had realised on 22.3.1994. Thus there was no deficiency in service on the part of the opposite parties. The District Forum on consideration of the pleadings and the evidence came to the conclusion that there was no deficiency in service on the part of the opposite parties. Therefore it dismissed the complaint.

Now in the arguments by the learned Counsel for the appellant/complainant it is contended that the materials on record would clearly go to show that admittedly a sum of Rs. 2,00,000/- had been remitted in the S.B. Account of the complainant on 21.3.1994 itself but when enquiry made by the complainant on 23.3.1994 and subsequently also the opposite party denied that a sum of Rs. 2,00,000/- had been received in his account. To this the opposite party would contend that the complainant had enquired whether a sum of Rs. 2,00,000/- was received from abroad and hence the Branch Manager enquired from Mr. Chidambaram, who was in charge of the Foreign Exchange Remittance Register and on information to him that no such amount had been received from abroad it was accordingly informed to the complainant and under this circumstance, mere was no occasion for the opposite party to look into the S.B. Account of the complainant. According to the opposite parties they were not aware that the sum of Rs. 2,00,000/- had been received from abroad through the State Bank of India. If there was nothing to show that the opposite party were aware that the sum of Rs. 2,00,000/- had been received from abroad, then of course it cannot be said that they were in deficiency in service in informing the complainant that no amount of Rs. 2,00,000/- had been received from abroad. But there is one document on record which makes it abundantly clear that the opposite party cannot contend that they were not aware that the sum of Rs. 2,00,000/- has been received from abroad. This document is Ex. A5 which is a letter received by the complainant from the Head Office of the opposite party at Tuticorin in reply to a letter sent by the complainant to the Chairman of the opposite party. This letter reads as follows : "Please refer to your letter dated 18.4.1994 addressed to our Chairman on the above subject. We regret to note that you were put into mental agony and monetary loss due to failure on the part of our Madurai branch to inform in time the remittance from abroad. The matter was taken up with our Madurai branch through the Regional Office. From the reply we could ascertain that remittance by way of DD from SBI Overseas branch escaped the attention of the branch since they were expecting the remittance to come from our Foreign Exchange Department, Tuticorin. Since we could find out certain lacuna in advising the inward remittance we have advised the branch to improve the system. We assure you that we will be able to serve you better in future."

Clearly the Head Office admits lapses on the part of the opposite party Branch Officer and it clearly states that the remittance by way of DD from SBI Overseas branch escaped the attention of the branch office. This manifestly shows that the opposite party branch office had missed to see that the remittance of Rs. 2,00,000/- was an amount from abroad. This being the case they had given wrong information to the complainant when he had enquired whether a sum of Rs. 2,00,000/- was received from abroad. This conduct of the opposite party certainly amounted to deficiency in service.

3. ACCORDING to the complainant he had obtained loan from M/s. Apple Credit Corporation Limited, and he had spent heavy sum on interest. But during the arguments before us, when we enquired whether the price of the car had increased as apprehended by the complainant, we were informed that there was no such increase. Only because the complainant had obtained a loan on interest and he had spent heavy amount as interest, it cannot be said that the opposite party is liable to pay that amount. However, as stated above, there was deficiency in service on the part of the opposite party. Certainly, the complainant should have suffered mental pain and agony especially when he apprehended increase in the car price and therefore obtained loan even though there was no such increase. In our view, considering the circumstances in the case, a sum of Rs. 10,000/- can be awarded as compensation. Therefore we allow the appeal; set aside the order of the District Forum; and we pass an award directing the opposite party to pay a sum of Rs. 10,000/- to the complainant with interest thereon @ 12% p.a. from the date of filing of the complaint till payment. We also direct the opposite party to pay a total sum of Rs. 1,000/- as costs of the proceedings both before the District Forum and this Commission. We further order that the said sums shall be paid to the complainant within two months from today. Appeal allowed.

