(2000) 01 NCDRC CK 0043

In the National Consumer Disputes Redressal Commission

HARYANA STATE COOPERATIVE APEX BANK LTD. APPELLANT

Vs

SHABNAM RESPONDENT

Date of Decision : 24-01-2000

Acts Referred:

Citation : 2000 2 CLT 33 : 2000 2 CPC 58 : 2000 2 CPJ 116 : 2000 2 CPR 407

Hon'ble Judges : J.B.Garg , P.K.Vasudeva , Devinderjit Dhatt J.

Final Decision : Order modified

Judgement

1. THE present appeal has been attempted by the Haryana State Cooperative Apex Bank Ltd. against the order of District Forum-I in Complaint Case No. 1083 of 1995 by which the above Bank was found deficient in services qua the complainant now respondent who happened to be one of the depositors of the abovestated Bank.

2. TO state facts in brief, the complainant Mrs. Shabnam, now respondent deposited a bank draft of Rs. 3,000/- dated 13.9.1988 drawn on Standard Chartered Bank, New Delhi with the appellant Bank. A copy of the receipt issued by the appellant Bank to the same effect has been appended as Annexure ''A''. But the abovestated amount of Rs. 3,000/- was not credited to the Savings Bank Account of the respondent. She made several enquiries from the officials of the appellant Bank but of no avail. As late as on 14.11.1995 the respondent received a communication from Standard Chartered Bank in reply to the various enquiries that no draft of the said amount mentioned by her has ever been received by them. The respondent again contacted the appellant Bank for crediting the amount in her Account since Standard Chartered Bank had clearly denied having received aforesaid draft. Since all her efforts and visits to Bank officials wasted, she instituted complaint in District Forum-I alleging deficiency on the part of the Haryana State Cooperative Apex Bank Ltd. In the proceedings before the Forum appellant admitted that it did receive draft of Rs. 3,000/- from Mrs. Shabnam-respondent and the sum was remitted to Standard Chartered Bank, New Delhi but since no response had been received from them, the amount of Rs. 3,000/-

could not be credited to the respondent''s Savings Bank Account. The District Forum-I on the basis of evidence adduced and arguments put forwarded, found the appellant deficient in services viz-a-viz this depositor and ordered that Rs. 3,000/- with interest @ 12% w.e.f. 1.1.1989 and in addition Rs. 1,000/- towards the costs of litigation be paid within 30 days. The Standard Chartered Bank was proceeded against ex parte since no one put in appearance on its behalf. No relief was granted against the aforesaid Bank.

In the course of proceedings in appeal before this Commission, the learned Counsel for the appellant Bank took the plea of limitation and argued that since the loss of draft occurred way back in 1988 and the complaint was instituted in 1995, it is time barred. It is also prayed by the appellant Bank that the amount of interest awarded by District Forum @ 12% p.a. w.e.f. 1.1.1989 is on the higher side and it should be reduced. On the other hand the learned Counsel for the respondent has drawn our attention to Punjab National Bank v. Kartar Singh & Ors., CPC 1993, 863, wherein State Consumer Disputes Redressal Commission, Punjab held that mere writing of letters and reminders to the concerned authorities could not be taken as diligent action on the part of the opposite party and held that deficiency on the part of Bank was clearly proved.

3. AFTER perusal of the entire record, evidence adduced and the arguments put forward by the learned Counsel for the appellant, we are of the opinion that plea of limitation has no merit as the respondent is still a client of the appellant Bank and moreover she had been contacting the Bank officials from time to time through letters as well for the same purpose. Infact no action was taken by the Bank despite her numerous enquiries. We concur with the order passed by the District Forum-I directing the erring appellant Bank to pay Rs. 3,000/- to the depositor-respondent by crediting it in her Savings Bank Account. However, the interest awarded @ 12% from 1.1.1989 has been considered on the higher side especially when the same was to be credited in the Savings Bank Account of the respondent and we modify the order pertaining to the interest and hold that only 5% p.a. interest shall be paid to the respondent from 1.1.1989. With this modification the appeal stands disposed of. Order modified.

