(2013) 12 NCDRC CK 0035

In the National Consumer Disputes Redressal Commission

HDFC BANK APPELLANT

Vs

Sushit Kumar Biswas , Soumomay Biswas , Sonali Roy RESPONDENT

Date of Decision : 11-12-2013

Acts Referred:

Citation : 2013 0 NCDRC 837 : 2014 1 CPJ 74

Hon'ble Judges : S.M.Kantikar J.

Advocate : JOYDIP BHATTACHARYA , M.R.SARBADHIKARY

Judgement

1. SMT . Lily Biswas (since deceased), wife of Shri Sushit Kumar Biswas, the Complainant was an account holder of M/s HDFC Bank, using credit card facilities. She made regular payments in respect of the aforesaid accounts and there was overdue payment in respect of credit card account, for which OPs issued a settlement offer dated 10.09.2007. Accordingly, the Complainant made payment along with Rs.300/ - as interest for delayed payment. In spite of such repayment in full, as per terms of the settlement, the OP/Bank issued a Demand Notice, claiming Rs.44,430.77/ - as overdue and an amount of Rs.4,157.12/ - was kept in ''on hold, on fund '', in the Complainant ''s account. At the same time, the OP/Bank debited Rs.4,157.12/ -, on regular basis from the dividend warrant income deposited in the Complainant ''s account in connection with D - mat account and in spite of repeated requests, the OP/Bank did not allow the Complainant to operate her account and did not regularize the account, even after complainant fulfilled the terms of the settlement offer. Hence, the complaint was filed before District Forum.

2. THE District Forum held the Complainant responsible for not repaying the settlement offer within the proper time, as stipulated in the said offer and dismissed the complaint. Aggrieved by the order of District Forum, the LRs of the Complainant preferred First Appeal (511/2011) before the State Commission.

3. THE State Commission allowed the appeal and directed the OP bank to allow the complainant to operate her account and also directed OP to pay compensation of Rs.20,000/ - plus Rs.5,000/ - as cost of litigation to the

complainant.

4. AGGRIEVED against the order of State Commission, this revision has been filed. Heard counsel for both parties and perused the Settlement offer letter issued by OP. The settlement offer reads as follows: ""Sub: Your HDFC Card Account Number: 4346 -7710 -0873 -2587 We have received the following payment/s towards full and final settlement of your card account quoted above. Please note that failure to honour commitments as detailed in the payment schedule below will result in immediate cancellation of this offer. JUDGEMENT_837_NCDRC_2013.htm

But, the complainant paid the last installment on 10/9/2007 i.e. after 7 months of stipulated date. It is clear that the Complainant violated the terms of settlement offer and not paid amount according to the offer, within a stipulated period, therefore, as per banking norms and guidelines, the Complainant was bound to pay Rs.42,430.77/ - to the OP, but defaulted in payment of the last installment of Rs.5,600/ - which was paid by Complainant after expiry of the statutory period. The Counsel for Complainant, stressed upon the remittance of payment made by her for the last installment, along with Rs.300/ -, as an interest, but, he could not produce any receipt or endorsement issued by the OP to prove his contention. The Counsel for Complainant relied upon a Judgment Eastern Paper Mill Machinery Pvt Ltd Vs. State Bank of India 2004(2)CLJ (Cal) 431, but the facts of the judgment are different to the case in hand. He also submitted that the complainant calculated an amount of Rs.300/ - on her own, towards interest. There was no such intimation issued from OP bank. The Customer copy of the Receipt No 4948904 (at Annexure 3) for Rs.300/ -, did not mention any thing about the interest paid to OP. Therefore, such submissions are baseless and devoid of any merit.

5. IN this case, the Complainant herself used the credit card and she was liable to repay the dues, as per the terms and conditions of the MITC booklet and card member ''s agreement. Hence, the OP Bank, was well within the statutory right to cancel the settlement offer and debit the Complainant ''s account to the tune of Rs.42,430.77/ -. The Complainant herself was responsible in this regard. Therefore, there is no deficiency in service by OP bank. It will be contrary to law, if such like complaint is allowed.

6. ACCORDINGLY , the revision petition is allowed and complaint is dismissed. No order as to costs.

