(2008) 08 NCDRC CK 0027

In the National Consumer Disputes Redressal Commission

IDBI BANK LIMITED APPELLANT

Vs

T K NAGARATHNA RESPONDENT

Date of Decision : 13-08-2008

Acts Referred:

Citation : 2008 4 CPJ 136

Hon'ble Judges : R.C.Jain , P.D.Shenoy J.

Advocate : Abhishek Kumar

Judgement

1. -DISSATISFIED by the order of the State Commission dated 16. 4. 2008 concurring with the decision rendered by the District Forum making the petitioner liable to pay amount of Rs. 25,000 on each bond as on 31. 3. 2007 to the complainant, Industrial Development Bank of India (in short the Bank) has filed this Revision Petition.

2. FACTUAL matrix of the case in brief is that complainant had purchased two deep discount bonds by investing an amount of Rs. 2,700 on each certificate. As per the terms of the said bond the amount invested is to be redeemed at the end of five years at Rs. 5,700, at the end of 10 years at Rs. 12,000, at the end of 15 years at Rs. 25,000, etc. It is the case of the complainant that she decided to exercise the last opinion to encash the bond and had requested the bank to send necessary papers for redemption. Though the bank was liable to pay Rs. 25,000 on each bond on 31. 3. 2007, it had failed to fulfil its obligation by not paying the redeemed amount to the complainant. Accordingly, the complainant had filed a complaint before the District Forum. The District Forum after hearing the case and perusing the records of the case held that: "after the receipt of the complainant letter of option to encash the bond, opponent ought to have called for filled redemption form for the payment of the deemed face value at that particular period, but opponent refused to pay interest after March 31st, 2002. Thus opponent committed deficiency in service and liable to pay amount of Rs. 25,000 on each bond on March 31st, 2007 as shown in the bond certificate. " Partly allowing the complaint the District Forum ordered the Bank to pay Rs.

25,000 on each bond within two months from the date of this order along with 10% interest on the amount of each bond of Rs. 25,000 i. e. 3. 5. 2007 till its realization. In additional Rs. 5,000 was also ordered to be paid as costs to the complainant.

Dissatisfied by the Order of the District Forum the Bank has filed an Appeal before the State Commission. The State Commission was of the view that decision rendered by the District Forum is proper and correct and had dismissed the appeal. Hence this Revision.

3. WE have heard the learned Counsel for the petitioner. It is the case of the petitioner that call option exercised by the petitioner was communicated to the complainant through certificate of posting. The petitioner has failed to produce any acknowledgement of the letter/communication sent by IDBI to the complainant. Hence it is difficult for us to accept the contention that the call option exercised by the Bank was in fact served on the complainant. This aspect has been clearly analysed by the District Forum in the following words: "the Zerox copy of U. C. P. is produced as Annexure IV, which bears a seal without SPA No. and Regd. No. and the date disclosed on the top of the said document is 5. 9. 2001 and the date in the seal is 30. 9. 2001. The opposite party has not produced copy of the letter, which he was sent through U. C. P. By seeing such a bald Annexure, it is not possible to say that opponent has served notice of its call option right to the complainant. Opponent also produced a zerox copy of the Notice i. e. , Annexure V which bears a hand written date as 7. 10. 2002. "

The contention of the petitioner''s Counsel that Bank has published an advertisement in the newspaper about its intention to exercise the call back option does not carry weight in the days of electronic revolution. In today''s world television is found in almost every urban house. Complainant is a resident of Chitradurga a District Headquarters and very few people have time to read all pages of all newspapers to locate such advertisements. Hence the Bank cannot escape its liability by merely publishing something in a newspaper. It is not the case of the petitioner Bank that it had paid the amount along with the interest accrued to the complainant on 31. 3. 2002. The money had remained with the Bank which has an opportunity cost. Further though the amount involved in this case is very small the mighty Bank has chosen to litigate up to the level of the National Commission retaining the amount with it of a small investor.

4. ACCORDINGLY, we do not see any material irregularity or jurisdictional error in the Order passed by the lower Fora. Hence the revision petition is dismissed. In the peculiar facts and circumstances of the case we are not awarding any costs. Revision Petition dismissed.

