(1994) 08 NCDRC CK 0007

In the National Consumer Disputes Redressal Commission

LAL CHAND APPELLANT

Vs

CHIEF MANAGER, PUNJAB NATIONAL BANK RESPONDENT

Date of Decision : 04-08-1994

Acts Referred:

Citation : 1994 0 NCDRC 167 : 1994 2 CPC 372 : 1994 3 CPJ 101 : 1995 1 CLT 122 : 1995 1 CLT 152 : 1995 1 CPJ 68 : 1995 1 CPR 436

Hon'ble Judges : V.BALAKRISHNA ERADI , Y.KRISHAN , B.S.YADAV J.

Advocate : Y.P.CHANDNA

Judgement

1. THIS is a Revision Petition filed by the complainant against the order of State Consumer Disputes Redressal Commission, Delhi by which the appeal filed by him against the order of District Forum-II, Delhi dismissing his complaint was dismissed.

2. THE brief facts are that the complainant filed two applications with the Unit Trust of India (for short UTI). To each application was attached one cheque for Rs. 13,400/- favouring UTI for purchase of 1000 Units -64. The cheques were drawn on the Punjab National Bank, Maharani Bagh Branch, New Delhi. According to the complainant there were sufficient funds in his account. The said branch cleared one cheque presented by the UTI but returned the other cheque bearing No. 106825 with the remarks "signatures differ". As a result one application of the complainant for the purchase of 1000 Units-64 was cancelled. The complainant approached the Bank Manager who on his representation wrote a letter to the UTI on 18th November, 1989 that the cheque had been returned inadvertently by the Bank and it might be presented again. The UTI did not accede to the request of the Bank Manager. Thereupon the complainant filed a complaint with the District Forum for recovery of compensation claiming Rs. 18,000/- for loss of interest plus Rs. 50,000/- for damages for wrongfully returning the said cheque. According to the complainant the Bank''s service was deficient and in consequence thereof loss and harassment had been caused to him. It may be mentioned here that on 25th October, 1990 the complainant had

given a letter to the Manager of Punjab National Bank in which he had stated that he was satisfied with the services provided by the bank and consequently he withdrew the complaint he had made to the higher authorities of the Bank in connection with the returning of the cheque to the UTI. According to the complainant that letter was got written by the Bank-authorities under duress. The complaint was contested by the Bank. It was denied that the Bank was negligent and deficient in returning the cheque at the time of clearing the cheque and if the signatures differ the cheque can be returned. It was also pleaded that the complainant having withdrawn his complaint vide letter dated 25th October, 1990 was estopped from agitating the matter.

3. THE District Forum held that the relevant cheque had not been produced before it to show that the signature actually did not differ. There was no evidence to show that there was negligence on the part of the Bank while not clearing the cheque. The complainant had placed reliance before the District Forum on the letter dated 18th November, 1989 written by the Bank to the UTI stating that the cheque had been returned inadvertently and might be presented again and on the basis of that letter the complainant had argued that the Bank had indirectly admitted its negligence in returning the cheque on the ground that "signatures differ". The District Forum held that on the basis of that letter it could not be said that the signatures on the cheque in question did not differ and that the Bank was justified in returning the cheque. The cheque was not before the Bank Manager at the time of writing the letter dated 18th November, 1989. The District Forum further remarked that the Bank had explained that the letter was written only to help the complainant in getting the Units from the UTI on the basis of the cheque in question. The District Forum held that the said letter could not be used as an admission on the part of the Bank that their earlier report that the ''signature differ'' was incorrect. The District Forum also remarked that no malafides had been alleged by the complainant on the part of the Bank while returning the disputed cheques. The complaint was accordingly dismissed.

4. THE complainant filed an appeal before the State Commission. The State Commission was of the opinion that as the Bank in the letter dated 18th November, 1989 had admitted that the cheque had been returned inadvertently, therefore, it must be held that the cheque was dishonoured on account of negligence on the part of the bank. However, it further held that in view of the letter dated 25th October, 1990 written by the complainant in which he expressed his satisfaction with regard to the services provided by the Bank and consequently withdrew his complaint in connection with the returning of the cheque by the Bank due to variation in the signatures, the complainant was estopped from filing the present compalint. The State Commission accordingly dismissed the appeal in view of the above findings. The Revision Petitioner has argued before us that the letter dated 25th October, 1990 cannot by any stretch of imagination operate as estoppel against him. It is not necessary to go into the question whether the said letter operates as an estoppel against the petitioner. Suffice it to say that there is no evidence on the file to show that the Bank has

been negligent in rendering the service. One cheque issued by the complainant had been cleared by the Bank when presented by the UTI. The other cheque was returned on the ground that signature differed. At the time the Bank wrote the letter dated 28th November, 1989 saying that it has inadvertently returned the cheque, cheque in question was not before the Bank and we have not been able to understand how in such circumstances the Bank used the word ''inadvertently'' in that letter and how it can be held that the Bank admitted its guilt that the cheque had been wrongly returned. The District Forum had rightly remarked that the cheque had not been got produced by the complainant to show that his signatures on the disputed cheque did not differ. Therefore, in the present case it is not possible to hold that the Bank was negligent in the rendering of service.

5. MOREOVER we are of the opinion that there is no error or irregularity in the exercise of jurisdiction by the State Commission.

6. FOR the reasons given above, we do not find any force in the present Revision Petition and dismiss the same. We make no order as to costs.

