(2002) 10 NCDRC CK 0081

In the National Consumer Disputes Redressal Commission

MASTER HIMANSHU RATHOR (MINOR) APPELLANT

Vs

ANIL JAIN RESPONDENT

Date of Decision : 09-10-2002

Acts Referred:

Citation : 2003 1 CPJ 67

Hon'ble Judges : C.M.Nayar , R.L.Sudhir J.

Final Decision : C.A. disposed of

Judgement

1. THE applicant, Master Himanshu Rathor, being a minor filed this petition through his father, Shri S.S. Rathor, for grant of compensation under Section 12-B of the Monopolies and Restrictive Trade Practices Act, 1969 (referred to as the MRTP Act hereafter).

2. THE facts of the case are that respondent No. 1 is the Managing Director of respondent No. 2, namely, M/s. Sheffield Tools Limited, which invited deposits for a period of 12 months and offered interest at an attractive rate of 15% per annum. Attracted by the offer, the applicant deposited an amount of Rs. 10,340/- through his guardian. THE respondents issued a Fixed Deposit Receipt (FDR) No. ST/19 **2728** dated 7th January, 1998. In the said FDR, date of deposit has been shown as 7th January, 1998 and the due date of payment is given as 7th January, 1999. THE amount payable on maturity was Rs. 12,005/-. It has been stated that after the FDR matured on 7th January, 1999, the applicant through his father demanded payment of the promised amount. He also paid personal visits to the office of the respondent company but no steps were taken by them to refund the amount. THE applicant is also stated to have written various letters demanding payment but to no avail. Copies of the letters at pages 8 and 9 of the compensation application have been referred to. Aggrieved by the failure of the respondents to refund the amount, the applicant filed the present petition for grant of compensation amounting to Rs. 12,005/- plus interest @ 15% from the date of maturity till the date of payment. A notice under Section 12-B of the MRTP Act was issued to the respondents on 16.10.2000. None appeared on

behalf of the respondents, nor any reply was filed on their behalf. In the interest of justice, the case was re-notified. The applicant served the notice directly on the respondents and filed an affidavit of service. The respondents having failed to appear before the Commission, despite service of notice, the proceedings were set ex parte against them vide the Commission''s order dated 30.8.2001 and ex parte final arguments were heard on 1.10.2002.

We have heard the submissions made by the learned Counsel for the applicant and have also gone through the FDR in question. The FDR No. ST/19 **2728** dated 7th January, 1998 is an irrefutable proof of the fact that the applicant had deposited an amount of Rs. 10,340/- with the respondent for a period of 12 months. The said FDR contains a promise that an amount of Rs. 12,005/- inclusive of interest at the stipulated rate of 15% will be paid to the depositor on maturity i.e. on 7th January, 1999. Since the respondents have failed to pay the said amount to the applicant on the due date, it is a clear case of deficiency in service amounting to unfair trade practice within the meaning of Section 36-A of the MRTP Act. The respondents, on the other hand, have not contested the claim of the applicant.

3. IN view of the above, the respondents are directed to pay a sum of Rs. 12,005/- to the applicant. Since the amount due has not been paid even after the due date, the respondents are ordered to pay interest @ 12% per annum on Rs. 12,005/- from the date of maturity i.e. 7th January, 1999, till the date of payment. The respondents are directed to make the aforesaid payments within three months from the date of receipt of the order and file an affidavit of compliance within two weeks thereafter. C.A. disposed of.