(2018) 03 NCDRC CK 0130

In the National Consumer Disputes Redressal Commission

Case No : Consumer Case No. 1363 Of 2015

Mumbai District Central Co-Operative Bank Ltd. APPELLANT

Vs

ICICI Bank Ltd. RESPONDENT

Date of Decision : 21-03-2018

Acts Referred:

Consumer Protection Act, 1986 — Section 2(1)(d)
Maharashtra Cooperative Societies Act, 1960 — Section 70
Maharashtra Cooperative Societies Rules, 1961 — Rule 50

Citation : (2018) 03 NCDRC CK 0130

Hon'ble Judges : V.K. Jain, J

Bench : Single Bench

Advocate : Mukul Chopra, Ashok Gupta, Arnav Dash, Punit K. Bhalla, Chetna Bhalla, Sajeev Bakshi

Final Decision : Disposed Off

Judgement

,,,,

1. The complainant is a Cooperative Bank registered under the provisions of Maharashtra Cooperative Societies Act, 1960. The complainant invested",,,,

a sum of Rs.5.00 crores with the opposite party namely ICICI Bank Ltd. on 7.8.2014, for a period of 364 days at the interest of 9.25% per annum.",,,,

Yet another amount of Rs.5.00 crores was invested with the said bank on 24.9.2014, to be kept in fixed deposit. This is also the case of the",,,,

complainant that in the email sent at the time of first deposit on 7.8.2014, they had stated that the deposit should be with the condition of the No-",,,,

Premature Withdrawal. The ICICI bank issued two balance confirmation certificates one dated 16.10.2014 and the other dated 10.2.2015. On,,,,

20.2.2015, the officers of the complainant had a meeting with the officers of the opposite party in which it allegedly transpired that a fraud had been",,,, committed and the amount of the aforesaid two FDRs had been siphoned off by use of fake and forged documents by the officials of ICICI bank and,,,,

their associates. On 28.2.2015, ICICI Bank lodged an FIR, alleging forgery and embezzlement of funds etc. and its Branch Manager was arrested on",,,,

04.3.2015. A charge sheet was thereafter filed before the concerned Court. The complainant thereafter sought pre-mature withdrawal of both the,,,,

Fixed Deposits of Rs.5.00 crores each, whereupon ICICI bank took the stand that the said FDRs had been liquidated and paid in terms of the",,,,

instructions received through the representatives of the complainant. Since the opposite party has declined to pay the proceeds of the aforesaid two,,,,

FDRs to the complainant, it is before this Commission, seeking payment of Rs.10,95,49,204/-, comprising the principal amount of Rs.10.00 crores and",,,,

interest on that amount.,,,,

2. The complaint has been resisted by the opposite party which has taken a preliminary objection that the complainant is not a consumer within the,,,,

meaning of Section 2(1)(d) of the Consumer Protection Act, it having availed the services of ICICI bank for commercial purposes. Another",,,,

preliminary objection taken by the opposite party is that the fraud alleged to have been committed by the bank officials does not come within the,,,,

purview of the Consumer protection Act and the complaint involves adjudication of complicated questions of facts and law, which cannot be done in a",,,,

summary jurisdiction.,,,,

On merits, the opposite party has admitted receipt of Rs.5.00 crores from the complainant on 7.8.2014 followed by receipt of Rs.5.00 crores on",,,,

24.9.2014 for being kept in Fixed Deposits. It is alleged that subsequent to the investment of Rs.5.00 crores received on 7.8.2014, in a term deposit,",,,,

Vasai Road Branch of ICICI bank, received a request for overdraft facility against the said deposit. The request was accompanied by documents,",,,,

such as Resolution No. 109 dated 21.8.2014, application for overdraft against term deposit of Rs.4.00 crores, duly signed by the authorized signatory",,,,

and accordingly a loan account was created with limit of Rs.4.00 crores on September 13, 2014. Between September 15, 2014 to September 30, 2014",,,,

Vasai Road Branch received 11 requests, each for transfer of Rs.25.00 lacs from the loan account to M/s. Prakash Trading Company. It is further",,,,

alleged that on receipt of Rs.5.00 crores from the complainant on September 24, 2014, the said amount was initially credited to a nominal account of",,,,

Vasai Road Branch and subsequently it was credited to the loan account of the complainant, resulting in the loan being repaid and the account having",,,,

a credit balance of Rs.2.24 crores.,,,,

Thereafter, on 7.10.2014, Vasai Road Branch of ICICI Bank, received instructions to close the loan account and transfer the credit balance of",,,,

Rs.2.24 crores to the account of Prakash Trading Company and accordingly the money was transferred to the said account. On December, 13, 2014,",,,,

Vasai Road Branch of ICICI Bank received a request for pre-mature closer of the first FDR, which had been created on 08.8.2014 and transfer of",,,,

the funds to Prakash Trading Company, through RTGS. Accordingly, one payment of Rs.1.00 crores and the other payment of Rs.2.12 crores were",,,,

made in the account of Prakash Trading Company. The remittance through RTGS was returned by the concerned bank and therefore the amount was,,,,

temporarily parked in the nominal account of Vasai Road Branch.,,,,

On December 23, 2014, Vasai Road Branch received two requests, one for transfer of Rs. 2.00 crores and the other for transfer of Rs.12,07,192/-",,,,

that being the part proceeds of the pre-mature closure of the FDR to the account of Prakash Trading Company with ING Vysya Bank. The aforesaid,,,,

transfers were made on December 23, 2014. On December 14, 2014, the Vasai Road Branch received a request for transfer of the balance Rs.3.00",,,,

crores to Prakash Trading Company in its account with ING Vysya Bank. This transfer was effected on December 26, 2014. It is also alleged that",,,,

the requisite documents forming basis of the transfer of money to Prakash Trading Company from time to time were handed over to Vasari Road,,,,

Branch of ICICI Bank by a representative of the complainant bank. It is also stated in the written submissions filed by the opposite party that some,,,,

amount was recovered by the local police during investigation, but the complainant bank has failed to seek release of the said amount on Superdari",,,,

from the concerned Court.,,,,

3. In Mumbai Metropolitan Region Vs. Dena Bank & Ors. Consumer Complaint No. 947 of 2015, decided on 03.6.2016 , the complainant had",,,,

invested surplus funds of more than 800 crores with Dena Bank for a period of one year. Later on a sum of Rs.45 crores out of the deposit made by,,,,

the complainant was siphoned off, in connivance with the bank employees, allegedly on the basis of forged documents. Since the said amount was not",,,,

refunded to the complainant, it approached this Commission by way of a consumer complaint. Dena bank took two preliminary objections, first being",,,,

that the complainant was not a consumer as defined in the Consumer Protection Act and the second being that since there were allegations of fraud,",,,,

the complainant should be relegated to the Civil Court. Negating both the contentions, this Commission inter-alia held as under:",,,,

â?? 5. The opposite party has taken a preliminary objection that the complainant having invested the money for earning interest, hired or availed its",,,,

services for a commercial purpose and therefore it is not a consumer as defined in Section 2(1)(d) of the Consumer Protection Act. I however, find no",,,,

merit in this contention. The expression â??commercial purposeâ?? has not been defined in the Act and therefore, as held herein below by the",,,,

Honâ??ble Supreme Court in Laxmi Engineering Works Vs. P.S.G. Industrial Institute (1995) 3 SCC 583 , we have to go by the dictionary meanings.",,,,

â??In the absence of a definition, we have to go by its ordinary meaning â?? Commercialâ?? denotes â??pertaining to commerceâ? (Chamberâ??s",,,,

Twentieth Century Dictionary); it means â??connected with, or engaged in commerce; mercantile, having profit as the main aimâ? (Collins English",,,,

Dictionary) whereas the word â??commerceâ?? means â??financial transactions especially buying and selling of merchandise on a large scaleâ?,,,,

(Concise Oxford Dictionary)â??.,,,,

Going by the Dictionary meaning of the expression â??Commerceâ?? as far as hiring or availing services are concerned, a person can be said to",,,,

have hired or availed services only if they are connected or related to the business or commerce in which he is engaged. It was also held by the,,,,

Honâ??ble Supreme Court in Laxmi Engineering Works (supra) that what is a â?? commercial purposeâ?? is a question of fact to be decided in the,,,,

facts of each case and it is not the value of the goods that matters but the purpose for which the goods brought are put to. The same would be equally,,,,

applicable to for hiring or availing services.,,,,

6. If a Corporation or an Undertaking of the Government has surplus funds available with it for a short period, it would not like to keep such funds idle",,,,

and would like to invest them, in such a manner that it is able to get adequate return on such investment. Earning interest by temporary deployment the",,,, surplus funds in a bank is altogether different from business activities such as manufacturing, trading or rendering services. The complainant in",,,,

Consumer Complaint No. 259 of 2014 namely Maharashtra Tourism Development Corporation is engaged primarily in development of tourism in,,,,

Maharashtra, whereas Mumbai Metropolitan Region Development Authority, complainant in Consumer Complaint No. 947 of 2015 is an Authority,",,,,

constituted under the provisions of the MMRDA Act, 1875 and focuses primarily on infrastructure development of the Mumbai Metropolitan Region.",,,,

The main source of income of MMRDA is the sale of land for development. Neither of these complainants is a finance company or otherwise,,,,

engaged in the business of the collecting and deploying funds. Therefore, it cannot be said that the surplus funds were invested by them with the bank",,,,

as a part of their respective business activities or to promote, advance or facilitate such activities. Therefore, it would be difficult to say that the said",,,,

deployment of funds was made for a commercial purpose.â?? Â,,,,

6. The bylaws of the complainant, to the extent they seem to be relevant read as under: The main objects of the bank will be as under:",,,,

1. To transact banking business generally with all cooperative societies affiliated with bank and other cooperative banks.,,,,

3. To monitor the affairs of cooperative societies, who ae debtors of the bank and also monitor the debtors other than cooperative societies,",,,,

cooperative sector to investigate them and to fix their credit limits.,,,,

4. To act as the District Center to keep balance of excess funds held by cooperative societies.,,,,

5. To undertake following as per the policy of R.B.I. and NABARD .,,,,

a) To provide loans to agricultural non-agricultural cooperative societies etc. within jurisdiction (area of operation) of the bank.,,,,

b) To provide loans to persons, partnership firms, companies, corporations, local self-governing bodies, Agricultural Produce Marketing Committees,",,,,

Public Charitable Trusts, authorized Self-help Savings Group, authorized Saving Group (Bachat Gat), etc.",,,,

7. To accept the work of dissolution of Credit Cooperative Societies which are affiliated with the bank and the recover their outstanding dues under,,,,

Securitization Act, Cooperative Law and Rules as per provisions therein and as per the conditions imposed by the Honâ??ble Registration Officer",,,, and to accept the work of those Management Boards of the Credit Society, which have become ineffective and to take over their societies under the",,,,

Management of bank officer or office bearers.,,,,

9. As per the guidelines of Reserve Bank of India, NABARD excess fund of the bank to be invested in Fixed Deposits of Maharashtra State",,,,

Cooperative Bank Ltd., deposits of commercial banks and to invest in certificate of deposit, bonds of Public Undertaking, Bonds of all India Financial",,,,

Institutions bond and commercial papers, government promissory notes, bonds and debentures of District Councils (Zilla Parishad) and Port Trust etc.,",,,,

to invest in the same similarly without taking any financial responsibility of bank members or investors to make the sale purchase of the above things,",,,,

transfer, or keep on mortgage etc. in connection with such transaction without taking any financial responsibility of the same to make transaction of",,,,

sale purchase, transfer, or to keep the same on security.",,,,

13. To provide loans to other societies other than cooperative societies, persons, private and public companies and public trusts as per the policy of the",,,,

RBI and NABARD.,,,,

24. And to accept term deposits from Current / Savings / Term Deposit / Account holder and to acquire funds and also to do all such acts that may be,,,,

required to generally meet the above objectives.,,,,

25. To create funds out of net profit for providing finance to Primary Agricultural Cooperative Societies, who are members but financially weak due to",,,,

decreased amount of memberâ??s subscription compared to increased payable amount on account of repayment of loans and to execute the,,,,

disbursement of funds as per rules sanctioned by Board of Directors.,,,,

4. INVESTMENT,,,,

6. The bank can invest funds which have not been either blocked due to loan or not invested in other places in the instruments as prescribed under,,,,

Section 70 of Maharashtra Cooperative societies Act, 1960.",,,,

62. At least 25% of the net profit earned by the bank will be added to â?? Reservesâ? of the bank. The remaining balance of net profit will be utilized,,,,

as follows:,,,,

1) To give dividend on the paid-up capital, subject to the eligibility under the provisions of Maharashtra Cooperative Societies Act, 1960. Members will",,,,

be eligible for getting the dividend on the shares held by them as on 31 March of the corresponding year for which the dividend is declared.,,,,

2) the balance remaining out of net profit after providing for above will be utilized for following (including the balance of the profit carried forward,,,,

from previous years):,,,,

2(a) To reserve an amount not more than 20% of the net profit for public charitable purpose and it should be used according to the guidelines issued,,,,

by Maharashtra Cooperative Societies Act and Rules and NABARD.,,,,

1. To reserve an amount not more than 10% of the net profit for the financial assistance as prescribed under Rule No. 50 of Maharashtra Cooperative,,,,

societies Act, 1960 and rules of 1961.â??",,,,

2. To reserve amounts for building fund, dividend equalization fund or any other fund as decided by the Board of Directors.",,,,

7. It would thus be seen that the primary objectives of the complainant bank, which is registered under Maharashtra Cooperative Societies Act include",,,,

(i) to carry banking business with cooperative societies affiliated with it and other cooperative banks (ii) to monitor the affairs of such cooperative,,,,

societies which are its debtors (iii) to keep balance of the excess funds held by cooperative societies, (iv) to provide loan to cooperative societies etc.",,,,

(v) to undertake the dissolution of credit cooperative societies affiliated with it and to recover their dues, (vi) to accept term deposits and to create a",,,,

fund for providing finance to Primary Agricultural Cooperative Societies, who are its member but are financially weak. Though, one of the objectives",,,,

of the complainant is to invest excess funds, that can be done only as per the guidelines of RBI and NABARD, only in specified deposits and",,,,

securities. Thus primarily the complainant bank has been set up to encourage and facilitate cooperatives in the State of Maharashtra. That is the,,,,

reason it has been entrusted with monitoring the affairs of such cooperatives which are its debtors and to act as a District Centre to keep the excess,,,,

funds held by the cooperative societies. Primarily it has to provide loans to cooperative societies though, it can also provide loans to individuals and",,,,

other entities.,,,,

If a Credit cooperative society affiliated with the complainant bank is to be dissolved, the task is to be undertaken by the complainant which also has to",,,,

recover its dues. Though, the reaming net profit after carrying atleast 25% of such profit to Reserves of the bank can be utilized to give dividend for",,,,

Date of deposit,Branch,Balance (Rs.),ROI,Tenure

08/08/2014,Vasai East,"5,00,00,000",9.25,364 days

24/09/2014,Vasai East,"5,00,00,000",9.25,346 days

23/09/2014,Fort,"25,00,00,000",9.25,364 days

Had those transfers been genuine and bonafide, and had ICICI Bank believed the documents such as request for overdraft, resolution etc., to be",,,,

genuine documents emanating from the complainant, the Balance Confirmation Certificate dated 16.10.2014, certifying both the FDRs of Rs.5.00",,,,

crores each to be alive, would not have been issued since the balance on that date would have been much less. This is also the case of the opposite",,,,

party that thereafter it transferred Rs.2,12,00,000/- to Prakash Trading Company on 23.12.2014 and Rs.3.00 crores to the same firm on 26.12.2014.",,,,

However, vide Balance Confirmation Certificates dated 10.2.2015, the ICICI bank certified both the deposits of Rs.5.00 crores each to be alive as on",,,,

11.2.2015. Again had ICICI Bank acted upon the documents such as 11 requests for transfer of money to Prakash Trading Co., request to transfer",,,,

Rs.2.24 crores to the same firm, request for closure of loan account and other requests for transfer of funds to Prakash Trading Co. and believed",,,,

them to be genuine it would not have issued these Balance Certificates, which, in turn, proves the case of the complainant that the alleged transfers",,,,

were not genuine and bonafide transactions and that is why the Balance Certificates came to be issued on 11.2.2015, certifying both the fixed deposits",,,,

of Rs.5.00 crores each to be alive on that date. In view of the Balance Confirmation Certificates, there is hardly any scope for disputing the case of",,,,

the complainant bank on merits.,,,,

10. The charge sheet submitted by the Investigating Agency, to the extent its reproduction is necessary, reads as under:",,,,

â??Investigation has revealed that subsequently on 07.8.2014 Rs.5.00 crores were transferred from RBI RTGS Settlement Account No.8714663,,,,

MDCC maintained with RBI, through RTGS to Account No. 1394SLDEPOSITS, IFSC-ICIC0001394 of ICICI Bank, Vasai (E) Branch, (UTR No.",,,,

MDCB20140807500002025б). Further vide communicated dated 06.8.2014 MDCC conveyed that Â,,,, â??We have transferred funds of Rs.5,00,00,000.00 (Five Cores only) through RTGS code No. ICIC0001394 Account No. 1394SLDEPOSIT",,,,

towards Term deposit @ 9.25% for 364 days (interest payable quarterly).,,,,

Investigation has revealed that instead of the said letter Shri Amit Anand (A-3) took on record fake and forged letter dated 06.8.2014 purportedly,,,,

written by MDCC and addressed ICICI Bank, Vasai (E) Branch, wherein it was stated that MDCC had transferred a sum of Rs.5 cr. Into the",,,,

Branchâ??s pooling account which was to be transferred to a Term Deposit at the interest rate of 9.10% for 365 days.,,,,

Subsequently on 11.8.2014 an Office-boy of ICICI bank, Vasai (E) Branch visited MDCC, H.O. and delivered an envelope containing FDR No.",,,,

139414001051. Investigation has revealed that the above Receipt is fake and forged and it was handed over to Shri Sagar Kotkar by Shri Amit Anand,,,,

(A-3) in presence of Sh. Rajendra Shelke (A-1) and Sh. Hitesh Karelia (A-2) Investigation has revealed that thereafter unknown to MDCC and,,,,

without any request from them Sh. Amit Anand (A-3) took on record following fake and forged documents:,,,,

Letter dated 02.9.2014 purportedly written by MDCC requesting for an Overdraftf acility for a period of seven months against FD Account,,,,

No. 139414001051 along with following documents:,,,,

Resolution of Board Ref. No. MB/FD/OD/74/2014 dated September 4, 2014 passed at them eeting of Board of Directors of MDCC for taking",,,,

OD Facility of Rs. 4 crores.,,,,

Application for â??Overdraft/Loan against Term Depositsâ?? for overdraft against the above term deposit for Rs.4 crores.,,,,

Further based on these documents he prevailed over his subordinate staff and ensured that a Loan Account of Rs.4 crores is created in Bank,,,,

Computer System. At that time he was accompanied by Shri Rajendra Sheike (A-1), Sh. Hitesh Karelia (A-2) and Sh. Viren Karelia (A-7).",,,,

Investigation has revealed that thereafter unknown to MDCC and without any request from them Sh. Amit Anand (A-3) took on record following,,,,

fake and forged documents:,,,,

Original 11 RTGS requests purportedly sent by MDCC during the period from 15.9.2014t o 30.9.2014, with instructions to transfer Rs.25 Lac",,,,

vide each transaction to the account of one Prakash Trading Co. Account

No.10021900002172 held with Development Credit Branch Ltd.,",,,,

Alkapuri Branch, Barodaâ??.",,,,

Investigation has revealed that in a planned manner Sh. Rajendra Shlke (A-1) and Sh. Amit Anand (A-3) using the same modus-operandi again,,,,

procured Rs. 5 crores as Term Deposit from MDCC. The said amount was transferred on 24.9.2014 from RBI RTGS Settlement Account No.,,,,

8714663 of MDCC maintained with RBI, through RTGS to account No. 139SLDEPOSITS, IFSC-ICIC0001394 of ICICI Bank (UTR No.",,,,

MDCB201409245000021952), simultaneously MDCC also intimated Sh. Amit Anand (A-3) that:",,,,

â??We have transferred funds of Rs.5,00,00,000/- (Rupees five crores only) through RTGS Code No. ICIC0001394 Account No.",,,,

1394SLDEPOSITS towards Term deposit @ 9.25% for 364 days (interest quarterly compound) Kindly issue Term Deposit receipt for Five,,,,

Croresâ?¦â??,,,,

Investigation has revealed that instead of the above letter Sh. Amit Anand (A-3) took on record a fake and forged letter dated24.9.2014 purportedly,,,,

issued by MDCC, requesting ICICI bank to close the loan account No. 139460000001 and free its FD against which the said loan was taken.",,,,

Investigation has revealed that thereafter on 01.10.2014 Sh. Mehul Mamtora (A-4) visited MDCC, H.O. and delivered an envelope containing fake",,,,

and forged FDR No. 139414001074.,,,,

Further Sh. Amit Anand again brought on record a fake and forged letter and RTGS request dated 7.10.2014 purportedly issued by MDCC, with",,,,

instructions to transfer Rs.2.24 crores to the account of Prakash Trading Co. Account No. 31320200000261 held with Vadodara Gujarat Gramin,,,,

Bank, Waghodia Branch, Vadodara. Investigation has revealed that on the very next date i.e. on 09.10.2014 Sh. Amit Anand (A-3) again brought on",,,,

record a fake and forged RTGS request purportedly received from MDCC, with instructions to transfer Rs.2.24 cr. to the correct account No.",,,,

31320200000262.,,,,

Further Sh. Amit Anand (A-3) again brought on record a fake and forged letter dated 03.12.2014 purportedly issued by MDCC with instructions to,,,,

prematurely close the said FD and transfer the amount to the account of Prakash Trading Company Account No. 31900200000005 held with,,,, Vadodara Gujarat Gramin Bank, New VIP Road Branch, Vadodara vide two separate RTGS of Rs.3.00 crores and Rs. 2.00 crores + interest",,,,

respectively.,,,,

Further Sh. Amit Anand (A-3) again brought on record a fake and forged letter dated 23.12.2014 purportedly issued by MDCC with instructions to,,,,

transfer an amount of Rs.2 cr. Along with interest to a different account of Prakash Trading Company Account No. 5600110023586 held with ING,,,,

Vysya Bank, Baroda. Further Sh. Amit Anand (A-3) again brought on record a fake and forged letter dated 24.12.2014 purportedly issued by MDCC",,,,

with instructions to transfer the remaining amount of Rs. 3 cr. To the above mentioned account of Prakash Trading Company held with ING Vysya,,,,

Bank, Baroda.â??",,,,

11. The statement of Mr. Anand Ganediwal, Cluster Branch Manager, ICICI Bank , to the extent its reproduction is necessary, reads as under:",,,,

â?? You are now showing me Fixed Deposit Receipt No. 139414001051 dated 08.08.2014 handed over to you by MDCC and is now part of your,,,,

records, I state that this receipt is fake for following reasons:",,,,

The format of this FDR is different.,,,,

The rate of interest mentioned in this receipt is 9.25% per annum whereas rate of interest shown on the true FDR (Document 2 above) is,,,,

9.10%.,,,,

The maturity mentioned in this receipt is Rs.54774602/- whereas the actual maturity amount on the true FDR is 54707637/-,,,,

The tenure is also different.On this FDR it is 364 days whereas the tenure mentioned on the true FDR is 365 days.,,,,

The original FDR bears signature of Smt. Darlee Phillip, the then Dy. BranchM anager of our Vasai (E) Branch, whereas this FDR bears two",,,,

unknown signatures.,,,,

I further state that as per Clause 4 â?" â??Master Circular on Outward RTGS Transactionsâ? of 2012 of our Bank, above transactions wherein",,,,

payments were made to a third party directly form the Demand Loan Account are wrong. As per process the funds have to be either transferred to,,,,

the customerâ??s operative account and in its absence only a DD can be issued in the name of the customer.,,,, Further, 11 RTGS requests within a span of 15 days for the same amount and the same payee that to a private company and to its same account",,,,

should have raised red flag in the mind of any supervisory officer.,,,,

I state that thereafter on 24.9.2014, MDCC transferred another Rs. 5 cr. Vide RTGS from MDCCs RBI RTGS Settlement Account No. 8714663 to",,,,

our Account No.1394SLDEPOSITS, IFSC-ICIC0001394.",,,,

I state that the above fund transfer and the request is suspicious. No customer transfers an amount in excess of the balance loan and that to in,,,,

advance. This should have essentially raised a red flag for the Branch Manager to intervene and verify with the customer.,,,,

You are now showing me Fixed Deposit Receipt No. 139414001074 dated 24.9.2014 handed over to you by MDCC and is now part of your records. I,,,,

state that this receipt is fake for following reasons:,,,,

Â· This FDR has never been created in our Bankâ??s computer system,,,,

Â· The money which we received from MDCC on 24.9.2014 was used as per their instructions to close their OD Account to free their Fixed,,,,

Deposit Receipt No. 139414001051 dated 08.8.2014 and not for creating any new FDR.,,,,

I am now referring to a letter dated 03.12.2014 issued by MDCC with instructions to prematurely close the said FD and transfer the amount to the,,,,

account of Prakash Trading Company Account No. 3190020000005 held with Gujarat Gramin Bank, Baroda vide two separate RTGS of Rs. 3 cr.",,,,

And Rs. 2 cr. + interest resp. (Document 8 above) Sh. Amit Anand instructed me to process the request. This letter bears signatures of Sh. S.R.,,,,

Nalawada and Sh. D.B. Magdum.,,,,

I state that this transaction was approved by the Branch Manager Sh. Amit Anand and processed by our back end operations team at Hyderabad. As,,,,

already stated approving such transfer of funds to a third party is wrong. As per process, after closure of a FD, the funds have to be either transferred",,,,

to the customerâ??s operative account and in its absence only a DD can be issued in the name of the customer an not any third party.,,,,

I am now referring to the letter and RTGS request dated 23.12.2014 purportedly issued by MDCC and signed by Sh. S.R. Nalawade and Sh. D.B.,,,,

Magdum with instructions to transfer an amount of Rs.2.00 crore to a different account of Prakash Trading Company â?" Account No.,,,, 5600110023586 held with ING Vysya Bank Baroda (Document 9 above.),,,,

I state that this transaction was approved by the Branch Manager Sh. Amit Anand an processed by our back end operations team at Hyderabad. As,,,,

already stated approving such transfer of funds to a third party is wrong. As per process, after closure of a FD, the funds have to be either transferred",,,,

to the customerâ??s operative account and in its absence only a DD can be issued in the name of the customer and not any third party.,,,,

I state that this transaction was approved by the Branch Manager Sh. Amit Anand and processed by our back end operations team at Hyderabad. As,,,,

already stated approving such transfer of funds to a third party is wrong. As per process, after closure of a FD, the funds have to be either transferred",,,,

to the customer operation account and in its absence only a DD can be issued in the name of the customer and not any third party.,,,,

â?¦â?¦ the above documents processed by Vasai (East) Branch were forged and false. These facts coupled with acts of wilful omissions and his,,,,

personal interest in all the above transactions clearly show that Sh. Amit Anand is involved in this fraud. His past experience of over sixteen years in,,,,

the bank industry, further highlights his wilful involvement.â??",,,,

Thus, the complicity of the Bank Manager of ICICI Bank has been confirmed not only by the Investigating Agency, but also by his own superior.",,,,

12. For the reasons stated hereinabove, I hold that the funds of the complainant bank, invested with ICICI Bank were siphoned off by the bank",,,,

official(s) in connivance with some outsiders, thereby causing wrongful loss to the complainant. The opposite party namely ICICI Bank is vicariously",,,,

liable for the acts of misconduct committed by its employee(s) and the siphoning of the funds of the complainant constitutes gross deficiency in the,,,,

services rendered by the opposite party to the complainant. The opposite party is therefore required to refund the entire amount deposited with it by,,,,

the complainant, along with suitable compensation in the form of interest.",,,,

13. The complaint is therefore disposed of with the following directions:,,,,

(i) The opposite party shall refund the entire principal amount of Rs.10.00 crores to the complainant,,,,

(ii) Till the dates on which the two FDRs of Rs.5.00 crores each were to mature, the opposite party shall pay compensation in the form of agreed",,,,

interest to the complainant,,,,

(iii) The opposite party shall pay to the complainant compensation in the form of simple interest @ 8% per annum with effect from the maturity dates,,,,

of the FDRs till the date on which the entire principal amount of Rs.10.00 crores is paid.,,,,

(iv) The opposite party shall pay a sum of Rs.25,000/- as the cost of litigation to the complainant",,,,

(v) The payment in terms of this order shall be made within three months from today.,,,,

