(1994) 10 NCDRC CK 0016

In the National Consumer Disputes Redressal Commission

P.THIAGARAJAN APPELLANT

Vs

INDIA OVERSEA BANK RESPONDENT

Date of Decision : 20-10-1994

Acts Referred:

Citation : 1994 0 NCDRC 53 : 1995 1 CLT 543 : 1995 1 CPJ 40

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

Advocate : C.S.VAIDYANATHAN , N.V.NAGA SUBRAMANIAM , V.BALACHANDRAN , SHANKAR VAIDIALINGAM

Judgement

1. AFTER hearing both sides at length we consider that the dispute between the parties can be satisfactorily resolved by giving the following directions.

2. THE entire amounts due under the fixed deposit receipts which form subject matter of the controversy between the parties in these two cases as calculated up to the date of conversion shall be converted into fresh fixed deposits with the first Opposite Party-Bank in the sole name of the Complainant-P. Thiagarajan. Such deposits shall be in the same currency as the existing deposits and the same shall be created with the Coimbatore Main Branch of the Indian Overseas Bank. The Deposits shall be repayable only after a period of three years. On such conversion of the existing deposits in the name of Shri P. Thiagarajan, Opposite Party No. 1 Bank shall stand fully discharged of all its liabilities and obligations under the Original deposits to all the depositors namely Shri P. Thiagarajan, Mr. P. Sivalingam and Mr. Seetha Lakshmi who are all parties to the present proceedings before this Commission. Mr. Thiagarajan shall not be entitled to seek or obtain premature encashment of the new fixed deposits and he shall not create encumbrance of any nature over those deposits until the full period of three years specified above elapses. The aforesaid conditions shall be endorsed by the Bank on the new fixed deposit receipts to be issued to Shri P. Thiagarajan. Further, the Complainant shall execute an indemnity bond in favour of the First Opposite Party-Bank undertaking to indemnify the Bank in respect of any claim that may be made either by Mr. P. Sivalingam or Mrs. Seetha Lakshmi or by any

person claiming through any of them. Except in the event of first Opposite Party-Bank being restrained by any interim or final order by any Competent Court in India from making payment of the amounts covered by the deposits, the principal amounts of the deposits together with interest due thereon up to date of payment shall be paid by the Opposite Party No. 1 to the Complainant on the expiry of a period of 30 days from the date of maturity of the deposits and on such payment the Bank shall stand discharged of all its liabilities under the renewed deposits qua all the persons mentioned above.

3. COUNSEL appearing for the Complainant submitted before us that the complainant is not pressing any of the allegations made in the petition attributing deficiency in service to Opposite Party No.1 Bank. This submission is recorded.

4. THE Counsel for the Opposite Party No.1-Bank submitted that from the original date of maturity of the existing deposits which are said to have matured in 1989 uptil the date of renewed fixed deposits in the name of P. Thiagarajan as directed above, the Bank will add interest at the rate admissible under the relevant instructions issued by the Reserve Bank of India and the conversion will be of the principal inclusive of such interest also from time to time. This submission is also recorded. The Original Petition are disposed of with redirections. No costs.