(2015) 04 NCDRC CK 0026

In the National Consumer Disputes Redressal Commission

Sawai Madhopur Central Co -Operative Bank Ltd APPELLANT

Vs

SHANTI DEVI RESPONDENT

Date of Decision : 06-04-2015

Acts Referred:

Citation : 2015 2 CPR 616

Hon'ble Judges : V.K.JAIN , B.C.Gupta J.

Final Decision : Petition dismissed

Judgement

1. THE husband of the complainant/respondent namely Sh. Ganga Sahai Meena was holding a Kissan Credit Card. He also held insurance coverage to the extent of Rs. 50,000/ - taken form the Oriental Insurance Co. Ltd., against the aforesaid card. Clause 17 of the Card issued to the husband of the complainant provided that as per the Krishak Suraksha Yojana, which was a scheme meant for security of the farmers, in the event of death of the card holder by way of an accident, co -operative Bank concerned which in this case was the petitioner, Sawai Madhopur Central Co -operative Bank Ltd. was to repay the loan of the card holder upto the prescribed limit.

2. THE husband of the complainant died in a motor accident on 22.11.2003. At the time of his death, he was holding a Kissan Card issued to him by the petitioner Bank. He had also taken a loan of Rs. 31,870/ - under Krishak Suraksha Yojana. In terms of the said policy, the complainant on the death of her husband received a sum of Rs. 31,870/ - by way of a cheque issued by Iffco Tokio General Insurance Co. Ltd. The said cheque was deposited by the complainant in her account with the petitioner Bank. The grievance of the complainant is that instead of paying the entire amount of cheque, the petitioner Bank deducted an amount of Rs. 13,360/ - from the said amount. Being aggrieved, she approached the concerned District Forum seeking payment of the aforesaid amount of Rs. 13,360/ -, which had been deducted from the cheque amount alongwith interest. She also claimed that she was entitled to payment of a sum of Rs. 50,000/ - under the insurance scheme which covered her husband

and that amount having not been paid, the concerned Insurance Company i.e. The Oriental Insurance Co. Ltd. should be directed to pay the aforesaid amount.

3. THE complaint was resisted by the Oriental Insurance Co. Ltd. primarily on the ground that the husband of the complainant was not covered under the Scheme, benefit of which was being claimed by her. The petitioner Bank resisted the claim on the ground that the complainant herself had withdrawn a sum of Rs. 13,360/ - from her account and that amount was utilised by her in repaying the loan taken by her husband from a co -operative society. Vide its order dated 31.07.2012, the concerned District Forum dismissed the complaint. Being aggrieved, the complainant approached the concerned State Commission by way of an appeal. Vide its order dated 28.11.2014, the State Commission partly allowed the appeal by directing the petitioner bank to pay an amount of Rs. 13,360/ - to the complainant alongwith interest at the rate of 9% per annum. A sum of Rs. 25,000/ - was awarded to her as compensation and Rs. 5,100/ - towards the cost of litigation. However, the claim of the complainant for payment of Rs. 50,000/ - from the Oriental Insurance Co. Ltd. was not accepted even by the State Commission. Being aggrieved from the order passed by the State Commission against it, the petitioner Bank is before us by way of this revision petition.

4. IT is contended by the learned counsel for the petitioner that the complainant having herself withdrawn the amount of Rs. 13,360/ - from the Bank account and the balance amount having been paid to her, there was no deficiency on the part of the petitioner Bank in rendering services to her. As regards the plea taken by the complainant that she was pressurised by the Bank to withdraw the aforesaid amount in order to pay the loan, the learned counsel points out that no such plea was taken in the complaint. He submits that this plea came to be taken up for the first time before the State Commission. This is also the submission of the learned counsel that the Bank was not liable to pay the aforesaid amount of Rs. 13,360/ - to the co -operative society from which the loan was taken by the husband of the complainant. We have perused the Kissan Card, which was issued to the husband of the complainant. Clause 17 of the Card clearly shows that in the event of accidental death of the card holder, the Bank was to pay the loan taken by the Card holder, upto certain prescribed limit. The only requirements for applicability of the aforesaid clause were (1) accidental death of the Card holder and (2) loan having been taken by the Card holder. In the case before us, admittedly the husband of the complainant held the Kissan Card issued to him by the petitioner Bank. Admittedly, he died in an accident. This is also not the case of the petitioner Bank that the prescribed amount which the Bank was to pay in the event of accidental death of the Card holder was less than Rs. 13,360/ -. Therefore, on all parameters, the petitioner Bank was required to pay the aforesaid amount of Rs. 13,360/ -, which was outstanding in the loan account of the husband of the complainant. As regards the complainant not taking the aforesaid plea in the complaint filed by her, we would not like to give much importance to it, considering that the plea of withdrawal of the aforesaid amount

in cash came to be taken up by the Bank only in the reply and thereafter the District Forum did not call upon the complainant to file rejoinder to the said reply.

5. FOR the reasons stated hereinabove, we find no ground to interfere with the view taken by the State Commission. Even otherwise, the amount in question being very small amount, we are of the view that the petitioner Bank ought not to have taken it upto this Commission by way of a revision petition. Accordingly, the revision petition is dismissed. No order as to costs.