(2000) 05 NCDRC CK 0006

In the National Consumer Disputes Redressal Commission

S.G.N. CABLE INDUSTRIES APPELLANT

Vs

Punjab National Bank RESPONDENT

Date of Decision : 17-05-2000

Acts Referred:

Citation : 2000 1 CPC 527 : 2000 2 CLT 138 : 2000 2 CPR 591 : 2000 3 CPJ 329

Hon'ble Judges : J.B.Garg , P.K.Vasudeva , Devinderjit Dhatt J.

Final Decision : Appeals accepted

Judgement

1. M/s. S.G.N. Cable Industries, S.A.S. Nagar, Mohali, District Ropar instituted two complaints bearing Nos. 74 and 75 of 1998 which were decided by District Forum-II on 29.12.1999. It was held that the complainant should approach the Civil Courts because there were several questions of fact and voluminous evidence may be required. Aggrieved against it, M/s. S.G.N. Cable Pvt. Ltd. and the present appellant preferred these appeals bearing Nos. 40 and 41 of 2000 which shall be decided by this judgment.

2. BRIEFLY, the facts are that the Punjab National Bank, Sector 16, Chandigarh were the usual local bankers of the complainant. The complainant-consumer had dealings at Bhuvneshwar, in Orissa because he used to despatch finished aluminum rods to various dealers at Bhuvneshwar and the transactions of delivery and collection of price were made through State Bank of India, Bhuvneshwar respondent No. 2 with the help of Punjab National Bank, Sector 16, Chandigarh, respondent No. 1. The version of the complainant is that he had been making payments regularly and was not a defaulter may be that there was some delay on the part of respondent No. 2 itself in making collections from respondent No. 1 but not on account of any lapse on the part of the complainant inasmuch as whatever interest was due it was debited from his account by respondent No. 1. The complainant has furnished a statement of transactions Annexure A/3 in respect of Appeal No. 41 of 2000. There is a detailed statement showing interest paid in April, 1989; July, 1989; August, 1989 and October, 1989 and a total sum of Rs. 57,667.89 was actually debited as interest. A letter dated

17.4.1993 from Punjab National Bank, respondent No. 1 to State Bank of India, Bhuvneshwar branch, respondent No. 2 with a copy to the complainant requires consideration. The relevant para of this letter is as under : "xxx xxx xxx Due to oversight, the excess payment of Rs. 1,44,878.35 has been made to you which please may be refunded to us without any further delay alongwith clean advance rate otherwise we shall compelled to take the matter with R.B.I."

This establishes that a scheduled Bank is informing the State Bank of India at Bhuvneshwar that the deduction made by respondent No. 2 in the sum of Rs. 1,44,878.35 was not to be debited. In the presence of this communication, we feel that no more verification or evidence is required. Now let us consider the plea of Mr. Ashok Sharma, learned Counsel for respondent No. 1 regarding delay. The complainant served a kind of notice on State Bank of India, Bhuvneshwar on 1.6.1992 (Annexure A/4). The Punjab National Bank continued negotiating with respondent No. 2. The complaint of M/s. S.G.N. Cable Pvt. Limited who possessed cash credit account and other accounts with respondent No. 1 is within limitation. The complainant is a consumer inasmuch as the respondent-bankers are rendering service in their capacity as such. The plea that complainant is not a consumer is not tenable.

On behalf of respondent No. 1, Mr. Ashok Sharma, learned Counsel has stressed that the complainant borrowed various huge sums of money and is now a bad debtor and is not entitled to any kind of concession. Here we have only to see the facts and circumstances of the present complaint and not the other sums of money which may be recoverable from the complainant.

3. AFTER considering various correspondence especially letter dated 17.4.1993 (Annexure A/5), statement of account, Annexure A/3 and the affidavit of the complainant dated 19.2.1996, we accept the appeal, set aside the impugned order and hold that the respondent No. 1 shall restore the credit entry of Rs. 24,550.64 in favour of the appellant and a corresponding amount shall be credited by respondent No. 2 in favour of respondent No. 1 within a period of two months failing which the respondent No. 1 shall be liable to pay interest to the complainant at the rate of 12% per annum from the date of decision of this appeal. Appeal No. 40 of 2000 : Similarly relying upon the statement of account, Annexure A/3 in Appeal No. 40 of 2000 the respondent No. 1 shall restore the credit entry of Rs. 1,20,327.71 in favour of the appellant and a corresponding amount shall be credited by respondent No. 2 in favour of respondent No. 1 within a period of two months failing which the respondent No. 1 shall be liable to pay interest to the complainant at the rate of 12% per annum from the date of decision of this appeal. Appeals accepted.

