(1993) 05 NCDRC CK 0047

In the National Consumer Disputes Redressal Commission

S.K. JINDAL — APPELLANT

Vs

Branch Manager, State Bank of India — RESPONDENT

Date of Decision : 26-05-1993

Acts Referred:

Citation : 1994 1 CPC 17 : 1994 1 CPJ 449

Hon'ble Judges : S.S.Dewan , R.L.Gupta J.

Final Decision : Appeal partly allowed

Judgement

1. CALLOUSNESS and casualness and inordinate delay in the payment of the amount due on the part of the -Bank and thereby the ''deficiency in service'' on its part, is the subject matter of the appeal before us, under Section 15 of the Consumer Protection Act, 1986 (''the COPRA'').

2. AGGRIEVED by the order of the District Forum, Bathinda dated 14.12.1992, the complainants are the appellants. Exonerating the bank of the allegations about delay in payment levelled against it by the complainants, the District Forum has dismissed the complaint filed u/Sec. 12 of the COPRA. From a bare perusal of the allegations contained in the complaint and the written statement and after hearing the learned Counsel for the parties, I find that the factual matrix of the facts where the parties are not at variance are:

Complainant-1 Dr. S.K. Jindal purchased six special bearer bonds and complainant-2 purchased four said bonds from Respondent-State Bank of India, Rampura Phul through its Branch Manager. The bonds were to mature on 14.2.1991 and 6.2.1991 respectively. Total value of the bonds payable on maturity date was Rs. 1,20,000/- (Rs. 72,000/- and Rs. 48,000/- respectively). The complainants went to the Respondent-Bank on 15.12.90 to get the forms filled up forgetting the bonds encashed on due dates, but appellant-1 was told by the Bank Manager to contact the latter after a week, because, at that time, he had not received any guidelines in respect of payment of the bonds, as they were quite new. Complainant-1 again contacted the Bank on 21.12.90 and 4.1.91 for getting the bonds encashed, but each time the same reply was given, that the guidelines for making payment of the bonds were still awaited. No payment was made to the complainants on due dates. Meanwhile, due to disturbed conditions in the Punjab State, the complainants shifted to Ghaziabad, without leaving their address in writing with the Bank. Applications and the bearer bonds were scrutinised by the Bank and it was discovered that there was no "discharge" which was required under rules at the backs thereof. There were no signatures of "discharge" of the complainants at the back of the bonds. The respondent-Bank, after learning the address of the complainants on 5.4.91, had written a letter on 13.4.91 informing them to effect a "discharge" at the backs of the bonds by making their signatures under the discharge or for returning the bonds. On the receipt of the letter from the complainants, the Respondent-Bank sent the bonds on 25.4.91 by VPL, i.e. Post Insured Parcel to the complainants. The complainants on 7.5.91 submitted the aforesaid bonds to State Bank of India, Ghaziabad after making the necessary endorsements. The payments were made to the complainants only on 30.8.91.

3. KEEPING in view the totality of the circumstances of the facts placed before us and after hearing the learned Counsel for the parties that even if accepting the case pleaded by the Respondent-Bank in to, we find that even after 5.4.91 i.e. the date on which the Bank came to know about the changed address of the complainants at Ghaziabad, it has chosen to move at a snail''s pace. It was very much to the knowledge of the Bank that the bonds had become payable on 4.2.91 and 6.2.91, on attaining maturity, it was expected of the Bank to have the speed of a Fire Brigade. The Bank came to know of the changed .address of the complainants on 5.4.91 and it woke up to write a letter to them on 13.4.91 about effecting the "discharge", There is no explanation on the record for the delay from 5.4.91 to 13.4.91. After performing all the formalities and making the necessary endorsements, the complainants submitted the bonds to the Bank at Ghaziabad on 7.5.91. The Bank slept and made the payment of bonds only on 30.8.91. No explanation whatsoever has been given by the Bank for the delay from 7.5.91 to 30.8.91. The casualness and callousness and inordinate delay in releasing payment to the complainants on the part of the Bank is writ large. While doing so, the Bank is proved to have rendered ''deficient service'' to the complainants. The Bank has rendered itself liable for the relief to be granted against it under the COPRA. For the reasons recorded above, we accept the appeal partly and set aside the impugned order of the learned District Forum and direct the Respondent-Bank to pay to the complainants interest at the rate of 18% p.a., on the amount of Rs. 1,20,000/- from 20.4.91 till 30.8.91 i.e. the date of payment and the complainant-appellants will be further entitled to damages amounting to Rs. 2,000/- for suffering mental agony, torture, including the costs of litigation. Compliance with our directions be made within one month of the receipt of this order by the Bank. Appeal partly allowed.