(2006) 03 NCDRC CK 0067

In the National Consumer Disputes Redressal Commission

Standard Chartered Bank APPELLANT

Vs

Vipin Kumar Gupta RESPONDENT

Date of Decision : 16-03-2006

Acts Referred:

Citation : 2006 2 CLT 430 : 2006 2 CPC 186 : 2006 2 CPJ 311

Hon'ble Judges : Rajyalakshmi Rao J.

Final Decision : Revision Petition dismissed

Judgement

1. LEARNED Counsel for the revision petitioner argued that he was proceeded ex parte in the District Forum; that he was not given opportunity to contest the matter on merits before the District Forum and that the matter should be remanded back to the District Forum.

2. IT is seen from the order of the District Forum that in response to notice, petitioner appeared and after taking 2 to 3 adjournments filed his reply. After that the petitioners did not attend any proceedings in the District Forum and, therefore, he was proceeded ex parte. In view of this finding in the District Forum, there is no merit in arguments made by the petitioner that he was not given an opportunity to present his case in the District Forum. Written statement was considered and the case was decided on merits. It is seen that both the Fora have allowed the complaint with the direction to the petitioners to refund the amount of Rs. 1,64,407. The State Commission in its discretion enhanced the amount from Rs. 10,000 to Rs. 25,000 after giving a reasoned order.

Brief facts of the case are that respondent-M/s. Durga Packers approached petitioners for loan for purchase of a car and on petitioners'' advice they obtained a proforma invoice from the Competent Motors as suggested by them for Rs. 3,45,888 for booking Maruti Zen car. The complainant paid Rs. 43,981 as his contribution plus for processing charges. Representative of the petitioners approached respondent at his house and got some blank papers signed for the loan and the respondent gave him a cheque of Rs. 43,981 drawn on Bank of Baroda towards his contribution along with 48 post-dated cheques of Rs. 9,003 each towards monthly instalment. It was the petitioners'' representative who promised him that they would book the vehicle directly with the Competent Motors and would give the delivery to the respondent within 8 to 10 weeks. Subsequently, petitioners encashed 13 cheques of the respondent and even after expiry of 13 months, after repeated inquiries from the petitioners, car was not delivered. The respondent contended that when he contacted Competent Motors he was told that all the cars booked through Standard Chartered Bank had already been delivered except the current bookings. Then respondent came to know that no car was booked under his name with the Competent Motors by the petitioners.

3. ENCASHMENT of 13 cheques by the petitioner without making any payment for the car to the dealer and not booking for the car with the dealer amounts to serious deficiency. The respondent has suffered financial loss and mental agony caused by the actions of the petitioners. Since his 13 cheques are encashed and the car is not even booked under his name, in order to secure his money which would have been taken by the petitioners encashing the rest of the cheques the respondent had made a "Stop Payment" instruction to his bank, i.e. Bank of Baroda. It is amply clear that bank was not justified in their conduct of proceeding against the respondent by sending 2-3 persons at the residence of the respondent regarding recovery of loan amount and the petitioners threatened respondent''s wife with dire consequences. It is a clear case of deficiency in service and also unfair trade practice where the respondent neither received the car nor the amount was paid by the petitioner to the dealer to book the car which means no service is rendered in return by them to the respondent despite encashment of 13 cheques. Above all petitioners adopted coercive measures to recover part of the loan which was disbursed to the dealer without making the booking and confirming the time of delivery of the car by the dealer. In view of the above discussion, it is clear that the conduct of the petitioners amounts to negligence and deficiency in service. Hence, Revision Petition is dismissed. Revision Petition dismissed.

