(2015) 08 NCDRC CK 0073

In the National Consumer Disputes Redressal Commission

Case No : 2500 of 2014

SUKHDEV SINGH NAGPAL — APPELLANT

Vs

HDFC BANK LIMITED & ANR — RESPONDENT

Date of Decision : 17-08-2015

Acts Referred:

Consumer Protection Act, 1986, Section 21, Section 19, Section 15, Section 17 - Jurisdiction of the National Commission - Appeals - Appeal - Jurisdiction

Citation : (2015) 08 NCDRC CK 0073

Hon'ble Judges : V.B. Gupta

Judgement

1. Petitioner/Complainant has filed appeal against impugned order dated 03.04.2014 in (First Appeal No.177 of 2009) passed by State Consumer Disputes Redressal Commission, Punjab, Chandigarh (for short, ''State Commission''). However, it has been treated as Revision Petition, since no second appeal lies against the order of the State Commission.

2. Brief facts are, that Petitioner was having some amount in Punjab National Bank (in short ''PNB'') in U.K. in his current account and he wanted to get it transferred in his account in India through PNB, Ferozepur. It is stated by the petitioner, that he came in contact with Respondent No.2/Opposite Party No.2, who was manager of Respondent No.1/Opposite Party No.1 Bank and he assured, that he would get the amount transferred to PNB, Ferozepur and no amount would be charged. Accordingly, petitioner deposited a cheque of 4300 GBP in first week of December, 2007 with respondent no.2. When petitioner got the statement of account, he was surprised that only a sum of Rs.3,33,379/- has been debited in his account and conversion rate has been mentioned as 77.53, in place of actual rate of Rs.80/- per GBP. Apart from that, huge amount due to collection charges as well as difference in conversion rate has been collected from the petitioner. However, respondent no.2 could not gave any satisfactory reply. Therefore, alleging deficiency in service on the part of respondents,

petitioner filed a consumer complaint before the District Forum, praying therein that difference of conversion rate, i.e. Rs10,621 and Rs.885/- charged as collection charges along with compensation and litigation charges be paid to him.

3. Respondents in their written statement stated, that petitioner approached the respondents and deposited a cheque of 4300 GBP in the first week of December,2007. No assurance was given that no collection charges would be taken. The charges have been made as per bank norms. However, sum of Rs.3,33,379/-was debited in the account of the petitioner, being the conversion rate of 77.53 per GBP, which was as on 27.12.2007, when the amount was debited in his account. Hence, there is no merit in the complaint.

4. District Consumer Disputes Redressal Forum, Ferozepur (for short, ''District Forum''), vide order dated 23.09.2008 held; '' The opposite parties were bound make payment of the amount demanded by the complainant. So the opposite parties are liable to make payment of Rs.12,341/- to the complainant. Rs.880/- had been deducted as collection charges. Complainant has been deprived of the use of amount of Rs.12,341/-. With regard to other claims of the complainant, the complainant in consolidated is entitled to Rs. 17,000/- which included the above noted amount of Rs.12,341/-. So the opposite parties are directed to make payment of Rs.17,000/- to the complainant within a period of thirty days from the date of receipt a copy of this order, failing which the complainant shall entitle to recover the above noted amount @ 12% per annum from 5.12.2007 till its realization.

5. Being aggrieved, respondents preferred an appeal before the State Commission, which was allowed. The complaint of petitioner was dismissed being without any merit.

6. Initially, one Sh. Athar Alam, Adv. has appeared for the petitioner. On 11.08.2015, when matter was listed for hearing, none was present on behalf of the petitioner. Therefore, following order was passed; '' Dated : 11 August, 2015 th

Matter was passed over twice.

However, there is no appearance on behalf of the petitioner. On the last date of hearing, one Mr. Athar Alam,Adv. has appeared who stated, that petitioner has instructed him to ague the matter.

However, today counsel for petitioner is not present inspite of matter having been passed over twice.

Petitioner in the present case has sent written arguments by post and has prayed that appropriate order may be passed on the basis of written arguments.

I have perused the record.

Order reserved .''

7. The state Commission in its impugned order observed; " 9. In the grounds of appeal, it has been stated that after taking the cheque, it was sent for collection through corresponding agent bank at London and as per established banking practice, the cheque amount is debited from the account of the drawee and proceeds are remitted to the corresponding agent bank of collecting bank for provision credit to Nostro Account of that bank and is confirmed only after the expiry of cooling off period which is varying from country to country and during that period, the amount can be recalled by a draweee bank and Nostro Account is exchanged to Indian Currency on the expiry of cooling period. In this case, Royal Bank of Scotland, London, UK is the corresponding bank of the appellant and cooling off period is 14 international working days. The amount 4300 GBP was debited from the account of the complainant on 5.12.2007 and in between there were 6 holdays i.e. 8,9,15,16,22,23 being Saturday and Sundays and Nostro holiday on 26.12.207, therefore, the amount was credited on 27.12.2007 to the account of the complainant by appellant bank Branch after taking into account that cooling off period and for currency rate i.e. exchange rate applicable on that day was considered, therefore, there was no deviation from any banking practice whereas the learned District Forum has not considered this proposition and had on 22.12.2007 @ Rs. 80/- per GBP, therefore the order so passed by the learned District Forum is liable to be set-aside.

10. Counsel for the appellants has placed on the record, the policy of the HDFC bank as well as Andhra Bank. So far as HDFC bank is concerned, it has been mentioned as under;

"Foreign Currency Cheques Deposits.

You can directly deposit your foreign currency cheques, foreign currency demand draft and Travelers Cheques in to your saving or current account. HDFC Bank will then have the cheques sent for collection and the funds will be credited to your account in Indian Rupees. We accept cheques of various currencies like USD, GBP, Euro, JYP, Australian Dollars, Candaian Dollars, UAE Dirhams, Hong Konk Dollars and Swiss France.

Currency Period of Account Credit from Nostro Credit date

UDS Cheques 5 International working days from value date for cheques payable in New York. 16 International working days from value date for cheques payable outside New York.

GBP 14 International working days from value date

EUR Cheques 2 nd International working day from value date for cheques payable in Frankfurt/Germany 15 International working days from value date for cheques payable in Frankfurt/ Germany

AUD Cheques 10 International working days from value date

CAD Cheques 11 International working days from value date

SGD Cheques Final Credit

Miscellaneous Currencies 14 International working days from value date for MISC currencies NZD HKD, JPY, CHF, NOK. Etc.

Note:

Value Date is the date of credit to our Nostro Account

The Card Rate prevailing on the date of credit to customer account would be the applicable exchange rate

In addition to the above mentioned period, date of credit to customer account would include transit time to correspondent bank."

11. Whereas in the Andhra Bank the cooling period is 21 days from the date of credit to Nostro. The appellant bank has taken out 14 international working days from the value date i.e. the date on which the amount was debited in the Nostro account. He has also placed on the record the existing rate as on 27.12.2007 as 77.5300 per GBP and applying this exchange rate with 4300 GBP, a sum of Rs.3,39,379/- was credited in the account of the complainant and certainly, some collection charges are to be taken by the bank. There is no document that the appellant bank had ever stated to the complainant that no collection charges were to be taken. Oral request does not matter in the banking practices. These aspects were not considered by the learned District Forum.

12. In view of the above discussion, the appeal filed by the appellants is accepted. The order of the learned District Forum is set-aside as there is no mal-practice on the part of the appellants. The complaint of the complainant is dismissed being without any merit ."

8. It is the case of petitioner, that respondents have collected huge amount due to collection charges as well as difference in conversion rate as well as calculation of the transfer charges at the lowest rate of Rs.77.53 per GBP in place of actual rate @ Rs.80/- per GBP.

9. On the other hand defence of respondents is, that it takes 14 international working days from the value date to credit the amount. In this case, respondent bank has taken 14 international working days from the value date, that is, the date on which the amount was debited in the Nostro Account.

10. As per impugned order the existing rate on 27.12.2007, was 77.5300 per GBP and applying this exchange rate with 4300 GBP, a sum of Rs.3,39,379/- were credited in the account of the petitioner. In that process, collection charges are to be taken by the respondents'' bank. There is no document on record to show that respondents'' bank ever assured the petitioner, that no collection charges would to be taken.

11. Therefore, in view of the detailed reasoning given by the State Commission in its order, I find no infirmity or illegality in the impugned order passed by the

State Commission. Hence, the present revision having no merits stand dismissed.

12. No order as to cost.

