

(2001) 06 NCDRC CK 0031

In the National Consumer Disputes Redressal Commission

SYED MUKARRAM ALI

APPELLANT

Vs

GENERAL MANAGER, STATE BANK OF HYDERABAD

RESPONDENT

Date of Decision : 20-06-2001

Acts Referred:

Citation : 2002 1 CPJ 223

Hon'ble Judges : P.Ramakrishnam Raju , Mamata Lakshman J.

Final Decision : Appeal allowed

Judgement

1. THE unsuccessful complainant in O.P. No. 885/1996 (C.D. No. 885/1996) on the file of the District Consumer Forum-II, Hyderabad is the appellant. THE facts that gave rise to this dispute are : the complainant purchased an auto bearing No. AP 10 2697 Model 1991 for Rs. 22,300/- through an auction conducted by the opposite parties. He deposited an amount of Rs. 3,000/- on 8.12.1994 and the balance on 9.12.1994 and obtained delivery of the vehicle along with the documents referred to in the receipt dated 13.12.1994. However, the transfer certificate as per Form No. 29 was not delivered. THE opposite parties even failed to transfer the vehicle in the name of the complainant in spite of repeated requests. However, the complainant received a letter on 6.12.1995 to come and comply with all formalities for transfer of the vehicle. THE complainant accordingly furnished the necessary documents, but the opposite parties failed to transfer the vehicle in the name of the complainant. THEREafter on 24.4.1996 the opposite parties informed the complainant that the papers were handed over to RTA but expressed regrets over the undue delay caused due to procedural reasons. On 31.5.1996 the opposite parties informed the complainant about the receipt of the R.C. transferring in the name of the complainant and asked him to pay a sum of Rs. 1,200/- towards costs incurred by them for effecting the said transfer. But the complainant while expressing his inability to pay the said amount however agreed to pay a sum of Rs. 300/- which was paid on 7.6.1996 and collected the R.C. in respect of the vehicle. In this manner there is undue delay in transferring the vehicle in his name by the opposite party No. 1. Hence, he approached the District Forum.

2. IN the written version filed by the opposite party No. 2 the purchase of the vehicle by the complainant through an auction held on 9.12.1994 for Rs. 22,300/- is admitted. It is denied that the Form No. 29 was not given to the complainant at the time of delivery of the vehicle. His version is that the complainant must have lost/misplaced the transfer papers and hence it is only out of goodwill the opposite party facilitated him in getting the vehicle transferred. When the complainant was asked to deposit the necessary papers the complainant deposited them only on 5.2.1996. Therefore, there is no deficiency on the part of the opposite party Bank. The complainant had also failed to pay the entire cost of transfer i.e. Rs. 1,200/- but paid only Rs. 300/- leaving the balance. The complainant filed Exs. A-1 to A-21, while none was filed on behalf of the opposite parties. On a consideration of the material available on record the District Forum came to the conclusion that there is no deficiency in service on the part of the opposite parties. The complaint was accordingly dismissed. Aggrieved by the said order this appeal is filed by the complainant.

There is no dispute about the purchase of the vehicle for Rs. 22,300/- by the complainant from the opposite parties through an auction conducted by them on 9.12.1994. There is also no dispute that the complainant paid a sum of Rs. 3,000/- on 8.12.1994 and deposited the balance on 9.12.1994. The vehicle was also delivered along with the documents mentioned in the receipt Ex. A-4 dated 13.12.1994 which is extracted hereunder : "Received the following documents from the Branch Manager of State Bank of Hyderabad, Lallaguda Branch on account of purchase of Auto No. AP.10.T2697 Model 1991. 1. Registration Certificate. 2. UII Co. Ltd. Insurance made upto 22.6.1995. 3. Token paid upto 31.12.1994. 4. Pollution Control Receipt No. 002374 Exp. 13.3.1995 Form PVC Rule 4 Section (iii). 5. Meter Certificate of Verification Ex. 27.1.1995 (10127) 6. Form PC 2542/C4/SP/91 Date of expiry 21.6.1996.(Syed Mukkaram Ali)"

Therefore, it is clear that Form No. 29 was not handed over to the complainant. Item No. 6 which refers to Form PC 2542/C4/SP/91, date of expiry 21.6.1996 was taken as Form No. 29 by the District Forum. Form No. 29 should be submitted to the Registering Authority for transfer of the vehicle within 14 days. The date of expiry being a long period of 1 years clearly gives an indication that this item 6 is not Form No. 29. This conclusion is further fortified from the plea of the opposite parties that when the complainant lost the original papers and approached the opposite parties for help the Bank had taken up the responsibility of getting the vehicle transferred in the name of the complainant. It is also their case that they had handed over the necessary papers and Form No. 29 to the complainant on 14.6.1995 with a letter addressed to the RTA, Secunderabad. Except making such a bald statement no proof is placed either before the District Forum or before this Commission that they have addressed any such letter to RTA, Secunderabad. There is also no proof that the papers were handed over on 14.6.1995 as claimed by them. Even the learned Counsel for the opposite parties also did not argue that Ex. A-4 acknowledgement discloses receipt of Form No. 29 by the complainant. For all these reasons we are of the opinion that Form No.

29 was not delivered to the complainant on 13.12.1994 as contended by the opposite parties. What is more interesting is after effecting the transfer the opposite parties claimed Rs. 1,200/- being the cost of transfer. Curiously enough if really the complainant has lost Form No. 29 what is the necessity for the opposite parties to spend Rs. 1,200/- for effecting the transfer. They would have simply furnished a fresh Form No. 29 or a duplicate Form No. 29. There is no obligation cast on them to spend a sum of Rs. 1,200/-. By this we see there is something more than what the eye meets. Added to this when the complainant paid only a sum of Rs. 300/- which was received by the opposite parties there is no notice for payment of the balance from the opposite parties till the complainant filed the complaint. The break up of the expenditure for Rs. 1,200/- and for what purpose the said amount was spent was neither disclosed in the counter nor before us in this appeal. All these circumstances clearly show that something is fishy. Even assuming that Rs. 300/- was received in full satisfaction it is strange how the Bank can reduce the balance of Rs. 900/- from the expenses incurred by it when there is no obligation on their part and if they have already issued Form No. 29. Ex. A-6 makes a strange reading. While Ex. A-6 refers to the letter of the complainant dated 1.12.1995 regarding transfer of auto in the reply Ex. A-6 the Bank asks the complainant to call on them on any working day from Monday to Friday during 3.00 p.m. to 5.30 p.m. to enable them to do the needful. This is un-understandable why the complainant should call on them during any working day when he is asking for Form No. 29, the best thing is to issue a fresh Form No. 29 and be done with it. Ex. A-9 altogether strikes a different note. It refers to the letter of the complainant dated 22.2.1996. It further states that the papers were already handed over to RTA through their Advocate who has intimated them that the R.C. book, etc., will be returned to them in a few days duly transferring the vehicle in the name of the complainant. It is further stated that they are following up the matter with the Advocate and will be handing over the R.C. book shortly on receipt from the Advocate. It is worthwhile noting that they expressed regrets for the delay due to certain procedural problems with the RTA which is beyond their control and requested the complainant to please bear with them for the delay. This letter in our view should put a quietus to the controversy that the opposite parties had already issued Form No. 29 earlier. If they had really issued Form No. 29 earlier as contended by them there is absolutely no necessity for them to engage an Advocate or to express regrets for the delay as in that case the delay was of his own making and not that of the opposite parties as the complainant himself has misplaced the documents. Still more interesting is the conduct of keeping quiet by the opposite parties after receipt of Ex. A-20 registered notice dated 19.6.1996 wherein it is clearly mentioned that in spite of the complainant approaching them several times to obtain transfer Form No. 29 the opposite parties were dodging on some pretext or other and instead of giving transfer letter the opposite parties collected all the documents relating to the vehicle i.e. R.C. Book, Token, Insurance Certificate, Form P.C., Pollution Check, Meter Verification Certificate from the complainant on 5.2.1996 stating that you

yourself will get the vehicle transferred in the name of the complainant. The mention of Form P.C. in this notice also shows that it is not Form No. 29, as otherwise when Form P.C. is available the complainant would not run after the opposite parties seeking Form No. 29 if they are one and the same. It is also stated that in the absence of documents from 5.2.1996 to 7.6.1996 for about four months the complainant could not ply the auto and earn a single pie. As such he sustained a loss of Rs. 120/- per day. Apart from claiming the said amount, he also claimed Rs. 5,000/- towards mental agony. The opposite parties observed stone deaf silence to this notice.

3. FOR all these reasons we hold that there is deficiency on the part of the opposite parties for not issuing FORM No. 29 along with the possession of the vehicle on 13.12.1994. The 2nd opposite party being the Head of the Branch of the State Bank of Hyderabad, a nationalised Bank instead of discharging his duties fairly and sincerely not only failed to discharge them with transparency but also taken every precaution to buttress and conceal the real facts from the notice of the District Forum as well as this Commission. It is regrettable that the functioning of nationalised Bank about which people have high hopes and aspirations, should go down to its lowest ebb. The Banks should not forget that they exist for the customers and not vice-versa. The deficiency in service followed by harassment of the opposite parties is writ large in the instant case. The claim of Rs. 14,640/- towards the monetary loss at the rate of Rs. 120/- per day for four months and Rs. 5,000/- towards compensation for mental agony suffered by the complainant, in our view, is neither excessive nor unreasonable. We, therefore, set aside the order under appeal, allow the complaint as prayed for with costs throughout Rs. 2,000/- each before the District Forum and in this Commission. Time for payment six weeks. It is open to the Chief General Manager, State Bank of Hyderabad to whom a copy of this order shall be sent to recover the said amount from the person or persons responsible for this malady after causing appropriate enquiry and giving opportunity to them to keep up the reputation of the Bank which is of paramount interest for the public at large. Appeal allowed.