(2014) 12 NCDRC CK 0032

In the National Consumer Disputes Redressal Commission

Syndicate Bank, Sadabad APPELLANT

Vs

Savitri Devi W/O Foran Singh RESPONDENT

Date of Decision : 01-12-2014

Acts Referred:

Citation : 2015 1 CPJ 510

Hon'ble Judges : J.M.MALIK , S.M.Kantikar J.

Advocate : ANAND SHARMA , ANIL KUMAR MISHRA

Judgement

1. THIS common judgment will decide the above said two cases, which entail similar law point. Smt. Savitri Devi and Sh. Foran Singh are farmers of separate pieces of land. Shri Foran Singh secured a loan in the sum of ? 1,50,000/ - towards crop loan from the Syndicate Bank, OP, on 16.10.2007 Savitri Devi secured a loan in the sum of ? 75,000/ - towards crop loan from the same Syndicate Bank, OP, on 07.11.2007. The complainants are also recorded as the co -owners of separate pieces of land in their possession. They were sanctioned loans under Crop Loan/KCC (Kisan Credit Card) Scheme. The case of the complainants is that they had sown the crop of Bajra (Millet) and Arhar (yellow pigeon peels) in the year 2008 -09 in their respective shares. Both of them paid premiums. While Foran Singh paid a sum of ? 6,150/ - on 10.04.2008 and ? 4,875/ - on 03.03.2009, as premium, Savitri Devi paid premium of ? 2768/ - on 11.04.2008 and ? 2,194/ - on 12.03.20109. This appears to be the premiums of whole of the year.

2. THERE was a severe drought due to which, Foran Singh suffered loss of ? 1,40,000/ - towards price of bajra and ? 3,00,000/ - for destruction of Arhar crop. He further suffered losses to the tune of ? 1,00,000/ - on account of destruction of arhar and bajra. Smt. Savitri Devi suffered loss due to the said drought, in the sum of ? 40,000/ - towards price of bajra and ? 32,000/ - towards destruction of arhar crop and ? 20,000/ - on account of destruction of wood, total being 92,000/ -. When the claim was made before the Bank, it refused to settle the claim.

3. THEREAFTER , District Forum allowed the claims of both the complainants. The District Forum awarded a sum of ? 92,000/ - and ? 4,00,000/ -, respectively, towards destruction of the crop, with interest @ 6% p.a., to both the complainants, separately and also awarded a sum of ? 8,000/ - and ? 7,000/ -, respectively towards mental agony and legal expenses. The State Commission dismissed the appeals filed by the Syndicate Bank.

4. WE have heard the counsel for the parties. The counsel for the petitioner/ OP argued that the record goes to show that the Syndicate Bank under the caption "Interview -cum -Assessment Form for Short Term Loan / Overdraft (Crop Production Credit / Kisan Credit Card Scheme)" it was specifically mentioned that only potatoes were insured. He contended that the names of bajra and arhar is conspicuously missing. He stressed that the fora below have committed a mistake and erred in awarding compensation in favour of both the complainants.

5. IT has come to our notice that the complaints were filed on 19.04.2010. For a period of three years, the petitioner/Bank remained conspicuously silent. On 30.01.2013, after the expiry of about three years'', out of blue, an application was moved by the petitioner Bank for impleading the insurance company as a necessary party, but said application was rejected and the District Forum passed the order on 23.02.2013.

6. THE learned counsel for the petitioner submitted that the said insurance was given for potatoes and for the crop of rabi but they have misused the same since the crop was sown on unseasonal basis, therefore, the crop could not grow.

7. ALL these arguments carry no conviction. It is clear that the Syndicate Bank has made an attempt to pull the wool in the eyes of the law and of the farmers. They have not come to the court with clean hands. The Bank employees are terribly remiss in discharge of their duties. First of all, the proposal was never placed on record. The record showing "Interview -cum -Assessment Form for Short Term Loan / Overdraft (Crop Production Credit / Kisan Credit Card Scheme), is an agreement between the farmers and the Bank, signed by Shri Sanjay Singh, the Apprising Officer/R.D., Syndicate Bank. There is no mention of insurance company. The insurance company is conspicuous by its absence. Is the above said document, a complete document or is a leaf from the total composite document/document ?.

8. WE have perused the written statement filed by the OP. The namby pamby pleas raised by the OPs/petitioners are vague, evasive and lead the Commission nowhere. The name of the insurance company was kept under the hat. No liability was put on the insurance company. Even its name was not disclosed. The introduction of the name of the insurance company after the lapse of 2 -3 years'', leads to harassment, mental agony, despair, anger, anxiety, anguish, frustration, etc., to the consumers. The consumers are already exasperated by senseless delay.

9. IT was the bounden duty of the petitioners/OP to hand over the policy to the

complainants/ respondents. The insurance company should have taken up the cudgels with the consumers. It is difficult to fathom as to why they were hiding the insurance company. A question crops up whether, both the insurance company and the bank are working in cahoots with each other. Moreover, this document "Interview -cum -Assessment Form for Short Term Loan / Overdraft (Crop Production Credit / Kisan Credit Card Scheme), does not tally with the insurance amount or premium amount. All these particulars are wrong. This has been produced to mislead the consumer court. Such like documents can be created by any party, at any time. This document should have come from the possession of the insurance company. Since the premium was charged, it is the bounden duty of the insurance company or the bank to find out for what purpose they are issuing insurance policy. The non -production of main document, proposal, acceptance of premiums and the policies themselves, evanesces the value of petitioner''s/Bank''s case. Under these facts and circumstances, we are left with no option to draw assumptions against the Bank.

10. THERE is no dispute that the report of Revenue Officer clearly goes to show that the crop was destroyed on account of drought and the complainants have grown the crop of Arhar and Bajra. It was the bounden duty of the petitioner to disclose the name of the insurance company at the very start.

11. IF we remand the cases, as argued by the counsel for the petitioner/OP and allow the impleadment of insurance company at this late stage, it would defeat the very purpose/ object of Consumer Protection Act, 1986. The matter is pending since the year 2007. There is no ground for remanding the cases. We see no merit in these revision petitions and hence dismiss the same, but nothing will debar the Syndicate Bank, OP to get this amount from the insurance company, as per law.

