

(2002) 05 NCDRC CK 0013

NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION

Case No: None

GENERAL MANAGER, UNITED
BANK OF INDIA

APPELLANT

Vs

SURINDER NATH SHARMA

RESPONDENT

Date of Decision: May 20, 2002

Citation: 2003 2 CLT 522 : 2003 2 CPC 115 : 2003 2 CPJ 406

Hon'ble Judges: H.S.Brar , Jasbir Singh , Davinder Kaur Bhamrahs J.

Final Decision: Appeal dismissed

Judgement

1. IT's an appeal against the order dated 18.3.2002 of the District Consumer Disputes Redressal Forum, Jalandhar (hereinafter called the District Forum).

2. BRIEFLY stated the facts are that the Bank Draft No. 169321 dated 13.10.2000 for Rs. 45,000/- was got issued by the United Bank of India, Bokaro Steel City Branch, Bokaro-opposite party No. 2 (hereinafter called opposite party No. 2) in favour of Shri Surinder Nath Sharma complainant-respondent (hereinafter called the complainant). The complainant presented the Bank draft in his account at State Bank of India, Jalandhar but he was surprised to know that the Bank draft was returned unpaid by the United Bank of India, Jalandhar-opposite party No. 3 (hereinafter called opposite party No. 3) vide their memo dated 18.10.2000 with the remarks that the payment had been stopped by the drawer Bank at Bokaro. The complainant thereafter approached opposite party No. 3 to enquire about the reasons for non-payment of the amount of the bank draft. He was told by opposite party No. 3 to take up the matter with opposite party No. 2. Accordingly he wrote a letter dated 30.11.2000 to the Manager of opposite party No. 2 and also to the

General Manager, United Bank of India, Head Office, 16, Old Court House Street, Calcutta-opposite party No. 1 (hereinafter called opposite party No. 1) and opposite party No. 3 for the release of the amount of the bank draft in question. In response to the representation Delhi Office of opposite party No. 1 vide its letter dated 15.12.2000 and the Chief Manager, Customer Service Division letter dated 2.1.2001 informed the complainant that they were taking up the matter with the concerned branch and the complainant would be informed accordingly. Despite that no payment was made to him which according to the complainant, was a deficiency in service on the part of the respondents-opposite parties (hereinafter called the opposite parties). He had prayed before the District Forum that the opposite parties be directed to pay him the amount of the bank draft along with interest at the rate of 18% per annum. He had also claimed damages amounting to Rs. 15,000/- and legal expenses amounting to Rs. 10,000/-.

In the written statement filed by the opposite parties, it was stated that the payment of draft was opposed by opposite party No. 2 at the instance of purchaser of the draft i.e. Arjun Mahto who had specifically alleged vide his letter dated 17.10.2000 that the draft in question had been lost. In such a situation according to the reply filed, opposite party No. 1 had no option but to stop the payment. It was then stated in the reply that as per the banking procedure once a payment of draft is stopped on the basis of the report of the purchaser of the draft that the draft had been lost then the opposite parties were bound to stop the payment of such draft. It was then alleged in the reply that according to the bank practice there was no deficiency in service and the complaint was liable to be dismissed.

After hearing the Counsel for the parties and after having gone through the arguments placed on the file District Forum allowed the complaint and directed the opposite parties to pay the draft amount i.e. Rs. 45,000/- along with interest at the rate of 9% from the date it was presented and refused i.e. 18.10.2000 till its realization. Costs of the complaint were assessed at Rs. 2,000/-. Hence this appeal.

3. WE have heard the learned Counsel for the appellant and have also gone through the order of the District Forum. WE do not find any infirmity in the order of the District Forum.

It has not been disputed before us that Ex. C-2 is the photostat copy of the draft which stands in the name of the complainant and the amount of the draft is Rs. 45,000/-. It is an A/c payee draft. Once the draft has been issued in the name of a person the payment could not be stopped unless there was an allegation that the same had been lost. The complainant had presented the said draft in his Account

No. 7693 at State Bank of India, Jalandhar and it was an A/c payee draft. We do not know as to why it has been taken by the opposite parties as lost when it was presented by the complainant before the concerned opposite party. It's not understood as to how and why the opposite parties believed the contents of the letter issued by Arjun Mahto the purchaser of the draft that the draft had been lost when it was actually presented by the complainant to the concerned Bank. We find force in the finding of the District Forum when it was inclined to believe the contention of the complainant that Arjun Mahto who was the purchaser of the said draft in connivance with the opposite parties had managed that the payment of the draft was not made to the complainant, otherwise there was absolutely no reason for the opposite parties for non-payment of the amount of the draft to the complainant when it was presented by him for its disposal in his account in the concerned Bank. In his letter dated 14.10.2000 written to the Bank Manager, United Bank of India, Bokaro City, Bokaro, it was stated that Bank Draft No. 169321/1302 dated 13.10.2000 was issued in the name of Shri Surinder Nath Sharma i.e. the complainant had been lost, the payment should not be made to anybody. If the Bank draft was lost then how it was presented by the complainant to the Bank. The Bank should have gone into this aspect of the matter and should not have refused the payment simply because the purchaser of the draft had written a letter for non-payment and particularly when in the same letter it was written that the bank draft was purchased in the name of the complainant; and the draft had been produced by the complainant for the purpose of payment and particularly when it was an A/c payee draft. There was no question of misappropriation of the amount of the draft as the complainant had presented the draft in his Account No. 7693 at State Bank of India, Jalandhar. No explanation has been furnished by the opposite parties to the effect that the draft had been lost. If it was lost then how it came into the hands of the complainant in whose favour it was issued by the appropriate Bank. If the draft had been misplaced or lost, FIR was bound to be lodged by the concerned party. Obviously FIR was not lodged as a matter of fact the draft was not lost at all. In these circumstances, District Forum has rightly held that the opposite parties were deficient in service in not honouring the draft presented to them by the complainant. In view of our discussion made above, we do not find any merit in this appeal, which is hereby dismissed. Appeal dismissed.