

**(1993) 05 NCDRC CK 0039**

**NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION**

**Case No:** None

V.S.HUBLI

APPELLANT

Vs

Union Bank of India

RESPONDENT

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**Date of Decision:** May 10, 1993

**Citation:** 1993 2 CPR 659 : 1993 3 CPJ 1544

**Hon'ble Judges:** D.R.Vithal Rao , K.R.Ramaswamy Iyengar , Susheela Cheluvaraju J.

**Final Decision:** Appeal dismissed

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**Judgement**

1. THIS appeal, by the complainant, is directed against the order dated 20.5.1992, passed by the District Forum, Dharwad, in Complaint No. 64/91-92. In this appeal, the complainant is seeking enhanced compensation from the Opp. Party.

2. THE undisputed facts of the case are that the complainant is a business firm. It had a long standing account with the Opp. Party-bank at Hubli. THE complainant obtained a demand draft for a sum of Rs. 4,50,000/- on 7.5.1991 from the Opp. Party-bank at Hubli Branch, payable at Annigeri Branch. THE complainant presented the said demand draft for encashment on 8.5.1991 at Annigeri Branch. But the Opp. Party did not pay the cash for the same on that day, but had paid only on 9.5.1991.

It is further urged by the complainant that the complainant obtained another demand draft from the Opp. Party-bank at Hubli Branch for a sum of Rs. 80,000/- on 8.5.1991 payable at Annigeri Branch. The complainant presented the said demand draft for encashment at Annigeri Branch on 9.5.1991, but the Opp. Party-bank did not pay the money on 9.5.1991 but had paid it only on 10.5.1991.

The complainant, on the basis of these averments, urged that he was put to un-necessary embarrassment as he was unable to meet his financial commitments on 8.5.91 and 9.5.91. The complainant on the basis of these averments sought the compensation from the Opp. Party-bank, in a sum of Rs. 15,250/-

3. THE Opp. Party-bank filed its statement of objections. It admitted the facts as averred by the complainant, regarding obtaining of demand drafts at its Hubli Branch and their inability to honour those demand drafts when they were presented at its Annigeri Branch on 8.5.91 and 9.5.91. It further urged that Annigeri Branch was a small Branch and it was customary that the complainant to inform Annigeri Branch in advance for encashment of the Demand Drafts which the complainant failed to do so. So the demand drafts could not be honoured on the dates of presentation but they made the payment on the next day of their presentation.

During enquiry, the complainant filed his affidavit and the Opp. Party filed the affidavit of its Manager. The complainant got Exs. P-1 to P-5 marked in evidence. Ex. P-1 is the letter written by the Opp. Party, dated 5.8.91, wherein it has expressed its regrets for the inconvenience caused to the complainant.

4. THE District Forum, Dharwad, on consideration of the material so placed on record, by the parties, held that there was deficiency in service rendered by the Opp. Party and awarded compensation of Rs. 1,000/- inclusive of costs, to the complainant.

We have called for the records and received. We have perused the pleadings of the parties and also heard the learned Counsel for the appellant and the representative of the respondent.

As referred above, there is only one day delay in making the payment of the amount of each of the demand drafts by the Opp. Party. The complainant has produced two letters of his customers, as per Ex. P-4 and P-5 to show that he was put to an embarrassment due to the delay in payment of the amount of the demand drafts, but the persons who wrote those letters in Ex. P-4 and P-5, have not been examined. The complainant has not placed any other material to establish this aspect of the matter.

5. THE District Forum, Dharwad, on consideration of this fact and also the fact that the Opp. Party-bank had taken unreasonable stand in stating that that complainant was not a "consumer" at all, awarded a sum of Rs. 1,000/- inclusive of costs as compensation to the complainant.

6. HAVING regard to these facts and under the circumstances of the case, we do not find any infirmity in the order 20.5.92, recorded by the District Forum, Dharwad, in complaint No. 64/91-92. There are absolutely no grounds to interfere in the said order recorded by the District Forum, Dharwad. ORDER In the result, therefore, this appeal fails and it is dismissed. Parties are directed to bear and pay their own costs in this appeal. Appeal dismissed.