

**IN THE CONSUMER DISPUTES REDRESSAL COMMISSION,
THRISSUR**

Present : Sri. C.T. Sabu, President
Smt. Sreeja. S., Member
Sri. Ram Mohan R., Member

29th day of April 2026
CC 660/18 filed on 21/12/2018

Complainant : Paulson M.O., Mangalan House, Kodakara,
Manakkulangara P.O., Thrissur District.
(By Adv. A.D Benny, Thrissur)

Opposite Party : Dhana Kendra Kuries & Loans (P) Ltd., Rep. by
Managing Director, Chalakkudy P.O., Chalakkudy,
Thrissur District.
(By Adv. C.S.A Illah, Thrissur)

FINAL ORDER

By Sri. Ram Mohan R, Member :

1) Complaint in brief, as averred :

The complaint is filed under Section 12 (1) of the Consumer Protection Act, 1986. The complainant claims to have subscribed to a kuri with ticket number and passbook number 43, in a '14th day Pooval kuri' started by the opposite party. The said kuri comprises 50 instalments each worth Rs. 7,000/- (Rupees seven thousand only). The complainant claims to have prized the kuri at the 33rd instalment which was paid on 14/11/2017. The kuri was statedly prized by auction for a sum of Rs. 2,64,500/- (Rupees two lakh sixty four thousand and five hundred only). The opposite party allegedly failed to pay the prized sum, despite the complainant's being ready to furnish sufficient security. A lawyer notice caused by the complainant statedly elicited no result. The complainant alleges deficiency in service on the part of the opposite party. Hence the complaint. The complainant prays for an order directing the opposite

party to pay him the prized sum of Rs. 2,64,500/- (Rupees two lakh sixty four thousand and five hundred only), apart from other reliefs of compensation and costs.

2) NOTICE :

The Commission having issued notice, the opposite party filed their written version and contested the complaint.

3) Version of the opposite party :

The opposite party disputes the claim made by the complainant. The opposite party admits the complainant's subscription in the kuri with ticket number and passbook number 43 and that he was prized for a sum of Rs. 2,64,500/- (Rupees two lakh sixty four thousand and five hundred only). But they aver that the complainant failed to furnish sufficient security towards payment of the remaining instalments. They also express readiness to pay prized sum, if the complainant provides sufficient security. Hence, they deny any fault on their part.

4) Evidence:

The complainant produced documentary evidence that had been marked Ext. A1 to A3, apart from affidavit and notes of arguments. The opposite party adduced no evidence, but version and affidavit.

5) Deliberation of Facts and Evidence of the case:

The Commission has very carefully examined the facts and evidence of the case. Ext. A1 is Passbook No. 43 with ticket No. 43 issued by the opposite party in favour of the complainant towards his subscription in '14th day Pooval Kuri'. Ext. A2 is copy of Lawyer Notice. Ext. A3 is Postal Receipt.

The opposite party adduced no evidence on their part.

6) Points of deliberation :

- (i) Whether there is any deficiency in service on the part of the opposite party? If yes;
- (ii) Whether the complainant is entitled to receive the sum claimed? If not, the sum, if any, eligible?
- (iii) Whether the complainant is entitled to receive any compensation from the part of the opposite party? If so its quantum?
- (iv) Costs?

7) Point No.(i)

Though the complainant baldly pleads that he was ready to furnish sufficient security towards receiving the prized sum, hardly did he adduce any piece of evidence to substantiate this claim of his. The opposite party's reluctance to pay the prized sum consequent to the complainant's failure to furnish sufficient security, cannot be termed as deficiency in service. Hence, we are of the view that the complainant is not entitled to receive the prized sum of Rs. 2,64,500/- (Rupees two lakh sixty four thousand and five hundred only) from the opposite party.

However, clause 13 of Ext. A1 passbook stipulates that in the event of default, the subscriber is entitled to receive the actual instalments paid

excluding auction discount and a foreman commission worth Rs. 31,500/- (Rupees thirty one thousand and five hundred only). The opposite party was bound to pay the complainant such amount, as stipulated under clause 13, which they failed to. Besides, we cannot overlook certain crucial aspects which came to our notice on scrutiny of the evidence on record. The opposite party failed to properly endorse the receipt of several instalments in Ext. A1 passbook, for instance, the 23rd to the 29th instalments, though they admit receipt of 33 instalments from the complainant. This lapse on the part of the opposite party creates ambiguity in ascertaining the exact amounts paid and the deductions applicable. Due to the failure of the opposite party to make proper entries and endorsement in Ext. A1 pass book, we are not in a position to accurately compute the amount after deducting auction discount. The deficiency in making proper entries in Ext. A1 pass book, amounts to lapse on the part of the opposite party. The complainant cannot be made to suffer for the fault of the opposite party. Hence, we are inclined to hold that the opposite party is bound to refund to the complainant the admitted payment, less the foreman commission of Rs. 31,500/-, ie, [Rs.7,000x33 instalments] – foreman commission of Rs. 31,500/- = Rs. 2,31,000 – Rs. 31,500/- =Rs. 1,99,500/- (Rupees one lakh ninety nine thousand and five hundred only).

Even if the complainant had defaulted payments further to the 33rd instalment, he continued to have a contractual right under clause 13 of Ext. A1 passbook to receive refund of the eligible amount, namely the instalments paid subject to permissible deductions. The opposite party being the foreman and custodian accounts, was duty bound not only to maintain proper records, but also to transparently assess and communicate to the complainant the amount payable to him under the said clause and effect prompt settlement. Instead, the opposite party failed to take any such reasonable steps and withheld the eligible amount without justification, thereby compelling the complainant to approach this Commission. Such inaction and lack of fair dealing, particularly in a

financial transaction involving substantial sums, would have caused the complainant considerable mental agony, financial strain and hardship. Hence, we are of the considered view that the complainant is entitled to receive from the opposite party a sum of Rs. 25,000/- (Rupees twenty five thousand only) towards compensation for the agony, hardship and financial strain inflicted on him, and a sum of Rs. 5,000/- (Rupees five thousand only) towards costs.

In the result, the complaint is partly allowed and the opposite party is directed to pay the complainant:

- a) a sum of Rs. 1,99,500/- (Rupees one lakh ninety nine thousand and five hundred only) towards refund of the eligible kuri/chit sum,
- b) a sum of Rs. 25,000/- (Rupees twenty five thousand only) towards compensation for the agony, hardship and financial strain inflicted on him, and
- c) a sum of Rs. 5,000/- (Rupees five thousand only) towards costs,

all with 9% interest per annum from the date of filing of the complaint till the date of realization. The opposite party shall comply with the above direction within 30 days of receipt of a copy of this order.

Dictated to the Confidential Assistant, transcribed by her, corrected by me and pronounced in the open Commission this the 29th day of April 2026.

Sd/-
Sreeja S.
Member

Sd/-
Ram Mohan R
Member

Sd/-
C. T. Sabu
President

Appendix

Complainant's Exhibits :

Ext. A1 is Passbook No. 43 with ticket No. 43 issued by the opposite party in favour of the complainant towards his subscription in '14th day Pooval Kuri'.

Ext. A2 is copy of Lawyer Notice.

Ext. A3 is Postal Receipt.

Opposite Parties' Exhibits :

Nil

Id/-
Ram Mohan R
Member

//True copy//

Assistant Registrar

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