

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION: NORTH-EAST**GOVT. OF NCT OF DELHI****D.C. OFFICE COMPLEX, BUNKAR VIHAR, NAND NAGRI, DELHI-93****Complaint Case No. 49/22****In the matter of:**

Shri Shanti Sawroop

S/o Shri Ghanshyam Das,

R/o E 3/278, Nand Nagri,

Delhi-110093

Complainant***Versus***

Canara Bank

IFSC Code CNRB0019117

MICR Code 110015456

Branch DTC Depot, Wazirabad Road,

Nand Nagri, New Delhi-110093

Opposite Party**DATE OF INSTITUTION: 03.03.22****JUDGMENT RESERVED ON: 10.07.23****DATE OF ORDER: 04.09.23****CORAM:**

Surinder Kumar Sharma, President

Anil Kumar Bamba, Member

Ms. Adarsh Nain, Member

ORDER

Ms. Adarsh Nain, Member

The Complainant has filed the present complaint under Section 35 of the Consumer protection Act, 2019.

Case of the Complainant

1. The case of the Complainant as revealed from the record is that the Complainant is a senior person of 76 years and opened a saving bank account bearing no. 91172250009257 in Syndicate bank, Nand Nagri. On 24.11.14, the Complainant deposited Rs. 200/- in his account. It is stated that since the Complainant used to receive the gas subsidy in the same account, on 20.05.17 the available balance in the account came to Rs. 2,537/- and an entry was also made in his pass book. It is further stated that on 01.04.20, Syndicate bank got merged in Canara bank. Due to Corona period, the Complainant received his pass book of Canara bank in December 2021. On 14.12.21, when the Complainant deposited Rs. 200/- in his account and got his passbook updated, his passbook allegedly showed total balance of Rs. 414.30/-. Upon that, Complainant came to know that Rs. 2,537/- was not entered in his account by the Opposite Party. On 15.12.21, Complainant visited Opposite Party bank and met branch assistant manager and told him that the amount of Rs. 2,537/- deposited in the Syndicate bank has not been updated in his Canara bank pass book. The Complainant stated that after checking of record, he was informed by Opposite Party that the complainant had already withdrawn Rs. 2,500/- on 03.10.17 while the Complainant stated to have never withdrawn that amount. On 15.12.21, as advised by Opposite Party, the Complainant gave in writing that he had not withdrawn the said amount and requested for withdrawal slip dated 03.10.2017 but he was not provided with the said slip. Thereafter, the Complainant visited Opposite Party bank many times and official of Opposite Party bank told Complainant that they could not find any withdrawal slip on 03.10.17. The Complainant visited Opposite Party bank after 15 days and requested assistant manager to credit sum of Rs. 2,500/- in his pass book. The Complainant stated that even after so many requests, the amount of Complainant was not updated in his pass book. The Complainant prayed that the said entry of Rs.2,537/- be made from the date on which he had submitted Rs. 2,537/- in bank and he prayed for Rs. 30,000/- for mental harassment. He also prayed for Rs. 15,000/- as litigation cost.

Case of the Opposite Party

2. The Opposite Party contested the case and filed written statement. It is contended by the Opposite Party that complainant had already withdrawn Rs. 2,500/- on 03.10.17 and the Opposite Party bank has withdrawal slip bearing his signature. It is submitted that the complainant is misusing his old age and has misled the Opposite Party as well as the commission. It is prayed by the Opposite Party bank that the signature of the complainant may be verified and the complainant may be held liable to compensate the Opposite Party bank for damaging its reputation.

Rejoinder to the written statement of Opposite Party

3. The Complainant filed rejoinder to the written statement of Opposite Party wherein the Complainant has denied the pleas raised by the Opposite Party and has reiterated the assertion made in the complaint.

Evidence of the Complainant

4. The Complainant in support of his complaint filed his affidavit wherein he has supported the averments made in the complaint.

Evidence of the Opposite Party

5. Despite being afforded sufficient time, Opposite Party failed to file their evidence by way of affidavit, hence, their defence was closed vide order dated 09.01.23.

Arguments & Conclusion

6. We have heard the Complainant in person and also perused the evidence of the complainant. We have considered the contentions of the complainant and also perused the record of the file.
7. The case of the complainant is that the complainant had opened a saving bank account in Syndicate bank, Nand Nagri which later got merged in Canara bank (Opposite Party). It is alleged by the Complainant that the amount of Rs. 2,537/- deposited in the Syndicate bank has not been updated in his Canara bank pass book by the Opposite Party bank. Upon inquiry, the Complainant was informed by Opposite Party officials that the Complainant had already withdrawn Rs. 2,500/- on 03.10.17 while the Complainant stated to have never withdrawn that amount. The complainant alleges deficiency in service since the amount of Rs. 2,537/- had not been updated despite several requests.
8. On the other hand, the Opposite Party bank while replying the Complainant made the contention that the Complainant had already withdrawn Rs. 2,500/- on 03.10.17 and the Opposite Party bank has withdrawal slip bearing his signature. It is also prayed by the Opposite Party bank that the signature of the Complainant may be verified and the Complainant may be held liable to compensate the Opposite Party bank for damaging its reputation.
9. The perusal of the material on record shows that it is not disputed that the Complainant had a saving account in Opposite Party bank. The contention of the Opposite Party is that the Complainant had already withdrawn Rs. 2,500/- on 03.10.17 and falsely alleging that the said amount was not transferred while the Complainant clearly denied that he had withdrawn the amount in question. The Opposite Party referred to a withdrawal slip bearing the sign of the Complainant while the Complainant raised objections to the genuineness of the said slip.
10. It is relevant to mention here that the Opposite Party failed to file their evidence by way of affidavit and their defence stood closed. The Opposite Party had failed to prove the genuineness of the slip filed in their defence. Since the Opposite Party bank failed to lead any evidence in support of their contentions, we are left with no option except to believe the version of the complainant which is testified on oath.
11. In view of above discussion and the unrebutted and uncontroverted testimony of the Complainant regarding the deficiency of services on the part of Opposite Party Bank, we are of the considered view that the Opposite party has been deficient in services by not providing the satisfactory services to the Complainant.
12. In view of the above discussion, the complaint is allowed. The Opposite Party is directed to pay to the Complainant Rs. 2,537/- along with interest @ 6 % p.a. from 01.04.2020 till its recovery. The Opposite Party shall also pay an amount of Rs. 15,000 /- to the Complainant on account of litigation expenses and harassment along with interest @ 6 % p.a. from the date of this order till its recovery.
13. Order announced on 04.09.2023.

Copy of this order be given to the parties free of cost.

File be consigned to Record Room.

(Anil Kumar Bamba)

(Adarsh Nain)

(Surinder Kumar Sharma)

Member

Member

President