

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-II**U.T. CHANDIGARH**

Consumer Complaint No.	:	332/2023
Date of Institution	:	26.06.2023
Date of Decision	:	21.03.2024

Joginder Pal Gupta, HUF through Joginder Pal Gupta being Karta of Joginder Pal Gupta, HUF aged about 81 years r/o H.No.1133, Sector 37-B, Chandigarh.

... Complainant.

Versus

Punjab National Bank, SCO No.375-376, Sector 37-D, Chandigarh through its Branch Manager.

.... **Opposite Party.**

BEFORE:

SHRI AMRINDER SINGH SIDHU,	PRESIDENT
SHRI B.M.SHARMA	MEMBER

Present:-

Sh.Devinder Kumar, Counsel for the complainant with complainant

Ms.Anchal Jain, Adv. Proxy for Sh.Ajay Sapehia, Counsel for OP.

ORDER BY AMRINDER SINGH SIDHU, M.A.(Eng.), LLM, PRESIDENT

- The complainant has filed the present complaint stating therein that in the year 2018, the complainant being the Karta of HUF invested Rs.36,16,080/- by way of five FDRs of different amounts with the OP-Bank on 20.06.2018, the details of which are given in para No.3 of the complaint. One FDR bearing No.325000PU00018576 for an amount of Rs.15,95,329/- @ 6.75% was to mature on 20.07.2019. On the date of its maturity, on request, the OP credited a sum of Rs.10.00 lakhs into the savings account and created the FDR for the remaining amount for the period of one year i.e. from 20.07.2019 to 20.07.2020. Thereafter, the said FDR of Rs.7,47,531/- was again renewed from 20.07.2020 to 20.08.2023 for 37 months at the interest rate of 6.05% p.a. On 02.12.2022, the OP-Bank credited the amount of Rs.8,35,560/- by breaking the said FDR @ 5.30% p.a. instead of 6.05% p.a. without the consent and wish of the complainant. It has been stated that the OP had broken the FDR without his consent and prior any notice and as such he made a complaint dated 05.12.2022 in this regard but the OP failed to resolve the issue. Finally, the complainant approached the Banking Ombudsman, Sector 17, Chandigarh which vide order dated 22.03.2023 directed the OP bank of pay Rs.5000/- as compensation for closing the FDR and the complainant was also given option to approach other court as per law. The complainant raised the objection about the credit of Rs.5000/- in his account vide letter dated 26.04.2023. The complainant also made a complaint dated 11.04.2023 to the police against the OP but no action has been taken so far. Alleging that the aforesaid acts of omission and commission on the part of the OP amount to deficiency in service and unfair trade practice, the complainant has filed the instant complaint seeking directions to the OP-Bank to refund the amount of Rs.64,125/- (Rs.8,99,683/- minus Rs.8,35,560/-) with interest, compensation for mental agony and physical harassment as well as litigation expenses.

2. After service of notice upon the OP, OP-Bank appeared filed its written version admitting that the complainant is/was having FDRs i.e. 325000PU00018576, 325000PU00018594, 325000PU00018600, 325000PU00018585 and 325000PU00018567. It has been stated that on 02.12.2022, the complainant insisted for knowing the exact closure proceed amount of FDR No.325000PU00018576 alongwith ROI on the pretext that interest rate are high and he is getting less interest on FDR etc, accordingly closure process was initiated in the system but inadvertently said entry was passed by second bank official, resultantly the FDR amount was got credited in the account of complainant without charging any penalty amount on account of premature FDR. The complainant was immediately advised to get the amount converted into FDR again and lastly 31-12-2022, the complainant again invested the said amount in the shape of FDR. It has further been stated that as per record of the bank FDR in question was opened on 26-06-2017 for 37 months which was renewed automatically on 20.07.2020 with new date of maturity 20-08-2023. Rate of interest applicable for 37 months as on 20-07-2020 was 5.30% and the same was mentioned as 6.05% on FDR, after including addition rate of 0.75% applicable in case of senior citizen, which is not applicable in case of HUF. This was due to constitution code being mentioned as individual in system. However when the same was corrected in the system as HUF as per Data cleansing exercise, then ROI applicable to HUF was corrected in all the FDRs as per guidelines. The complainant later on raised issue that original leaf of FDR is with him how bank has credited the FDR amount in his account and then complainant reinvested the said amount of Rs.8,00,000/- on 31.12.2022 in the shape of new FDR. Later on, the complainant started demanding compensation on account of harassment etc. and he filed police complaint which was closed by the local police after verifying the facts. The complainant had also approached Banking Ombudsman wherein the complainant was awarded compensation of Rs 5,000/- which was credited in his account well in time and after more than two weeks from the date of getting credit of Rs 5,000/- of compensation amount, the complainant against started writing for more compensation for no cause. Now the complainant has filed present complaint which is not maintainable. The remaining allegations have been denied, being false. Pleading that there is no deficiency in service or unfair trade practice on its part, the OP-Bank has prayed for dismissal of the complaint.
3. The complainant filed replication to the written reply of the OP and controverted its stand and reiterating his own.
4. Parties filed their respective affidavits and documents in support of their case.
5. We have heard the Counsel for the contesting parties and have gone through the documents on record.
6. From the rival submissions of the parties and the perusal of the documentary evidence available on file especially Annexures C-3 and C-4 i.e. photocopy of the FDR bearing No.325000PU00018576 issued by the OP-Bank, it is observed that the FDR in question was issued for Rs.15,95,329/- on 20.06.2018 @ 6.75% p.a. interest and the same was to mature on 20.07.2019. The said FDR was further renewed by the OP-Bank on the request of the complainant for an amount of Rs.7,47,531/- for the period from 20.07.2020 to 20.08.2023 i.e. for 37 months @ 6.05% p.a. interest and on its maturity, the complainant was to get the maturity amount of Rs.8,99,683/- as is depicted from the renewal stamp affixed on the FDR receipt by the OP-Bank. In our considered view, the encashment of the said FDR prematurely @ 5.30% p.a. interest instead of promised rate of interest @ 6.05% p.a. without the consent and wish of the complainant and without any prior notice/intimation to him and crediting the amount of Rs.8,35,560/- into the account of the complainant certainly amounts to deficiency in service as also adoption of unfair trade practice on the part of the OP-Bank. Due to the aforesaid act of the OP-Bank, the complainant had to suffer a loss of Rs.64,125/- i.e. Rs.8,99,683/- minus Rs.8,35,560/-), if the said FDR is not encashed before the date of its maturity i.e. 20.08.2023 then the complainant had to get full maturity amount. Thus, the OP-Bank is legally bound to pay the agreed rate of interest qua which the FDR has already been issued to the complainant.
7. In view of the above discussion, the present complaint deserves to be partly allowed and the same is accordingly partly allowed. The OP-Bank is directed to pay Rs.64,123/- (i.e. Rs.8,99,683/- minus Rs.8,35,560/-) on account of the pre-encashment of the FDR along with interest @ 7% p.a. from 20.08.2023 till the date of its actual realization to the complainant.
8. This order be complied with by the OP, within 90 days from the date of receipt of its certified copy.
9. The pending application(s) if any, stands disposed of accordingly.
10. Certified copy of this order be communicated to the parties, as per rules. After compliance file be consigned to record room.

Announced in open Commission

21.03.2024

Sd/-

(AMRINDER SINGH SIDHU)

PRESIDENT

Sd/-

(B.M.SHARMA)

MEMBER