

DIST. CONSUMER DISPUTES REDRESAL COMMISSION
NORTH 24 Pgs., BARASAT.
C.C. No.168/2019

CC is made for delivery

Date of Filing:
25.07.2019

Date of Admission:
06.08.2019

Date of Disposal:
13.04.2023

Complainant/s:- SRI DESHRANJAN GHOSH, S/o Late Sudhir Krishna Ghosh, of Vill Sadpur, P.O. Maslandpur, P.S. Habra, District North 24 Parganas, Pin – 743289.

= Vs =

Opposite Party/s:-

1. SAHARA Q SHOP UNIQUE PRODUCTS RANGE LIMITED, having its registered office at Sahara India Bhawan, 1, Kapoorthala Complex, P.O. & P.S. Aliganj, Lucknow – 226024.
2. SAHARA Q SHOP UNIQUE PRODUCTS RANGE LIMITED,, having its Sector Office at New Ashirbad Bhawan, Joygachhi, Jessore-Road, P.O. & P.S. Habra, North 24 Parganas, Pin – 743263.
3. THE REGIONAL MANAGAER, SAHARA Q SHOP UNIQUE PRODUCTS RANGE LIMITED, at Badamtala, Madhyamgram, P.O. & P.S. Madhyamgram, District North 24 Parganas, Kolkata – 700129
4. THE REGIONAL DIECTOR, SEBI, L & T Chambers, 3rd Floor, 16 Camac Street, P.O. & P.S. Shakespeare Sarani, Kolkata – 700017.



P R E S E N T

- :- Smt. Sukla Sengupta President.**
:- Smt. Monisha Shaw Member.
:- Sri. Abhijit Basu Member.

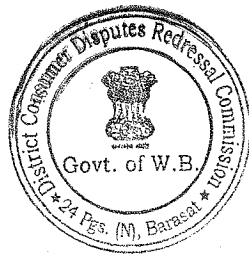
JUDGMENT/FINAL ORDER

This complaint is filed by the Complainant u/s 12(a) of the Consumer Protection Act, 1986 alleging deficiency in service as well as unfair trade practice against the OPs as the OPs did not take any step to redress his grievance till filing of this complaint.

The brief fact of the complaint is that the Complainant, SRI DESHRANJAN GHOSH deposited in SAHARA Q SHOP UNIQUE scheme he invested an amount of Rs.24,600/- to that effect the O.P. No. 2 / Branch Office issued 3(three) certificate being no. 562015416496 dated 25.06.2012 in respect of amounting to Rs.7,300/-, certificate no. 562015396293 dated 26.06.2012 in respect of amounting to Rs.7,300/- and 562009607450 dated 22.09.2012 in respect of amounting to Rs.10,000/- which is clearly reflected in the Ledger Book of Opposite Party.

Monisha Shaw

Contd. To Page No. 2 /





The Complainant further stated that the he maintain the norms of the Opposite Party company and completed the tenure and deposited the amount but the Opposite Party No. 2 failed and neglected to pay the matured value he invested an amount of Rs.24,600/- to that effect the O.P. No. 2 / Branch Office issued 3(three) certificate being no. 562015416496 dated 25.06.2012 in respect of amounting to Rs.7,300/-, certificate no. 562015396293 dated 26.06.2012 in respect of amounting to Rs.7,300/- and 562009607450 dated 22.09.2012 in respect of amounting to Rs.10,000/-. Then the Complainant went to the office of the Opposite Party No. 1to3 repeatedly but the Opposite Party no.1to3 failed and neglected to pay the legitimate demand of the Complainant.

Being aggrieved the Complainant sent a legal notice through her Ld. Advocate Mr. Avijit Gope on 26/03/2019 requesting to the O.P. Nos. 1 to 3 to disburse the entire matured amount in respect an amount of Rs.24,600/- to that effect the O.P. No. 2 / Branch Office issued 3(three) certificate being no. 562015416496 dated 25.06.2012 in respect of amounting to Rs.7,300/-, certificate no. 562015396293 dated 26.06.2012 in respect of amounting to Rs.7,300/- and 562009607450 dated 22.09.2012 in respect of amounting to Rs.10,000/-. There is no relief sought for against the O.P. No. 4 but only for proper adjudication of the instant case the O.P. No. 4 has made party.

Having no other alternative, the Complainant lodged this case on 30/05/2019 before this Commission, D.C.D.R.C., Barasat, North 24 Parganas for his proper redressal.

It is evident from the record that after receiving the said notice the OPs appeared before this Commission and filed W/V on 29/11/2019. In the W/V, the O.P no.4 stated that the contention of the paragraphs is partly correct and partly incorrect of the complaint petition and also mentioned that the Opposite Parties have no ill motive or mala fide intensions for not making the payment. The Opposite Parties are unable to make the payment since there is an embargo order passed by the Hon'ble Supreme Court. SEBI also stated that O.P no.4 does not collect any fees or other charges from the investors for the functions being performed by it under the Act for protecting the interests of the investors in securities and as such the complaint against SEBI is liable to dismissed.

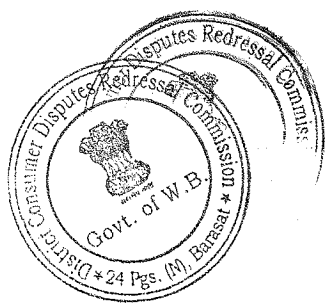
The Opposite Party no.4 also submitted that the contention of the paragraphs are totally false & fabricated and denial the same and the Complainant is liable to strict proof of the same.

The O.P No. 4 also submitted that the material allegations in the complaint petition are all not true and the relation between the Complainant and the Opposite Parties are Debtor and Creditor and the transaction between the Complainant and this Opposite Parties is the commercial and financial transaction and any grievance on it should be redress in Civil Court only and therefore this complaint is not maintainable in this Consumer Commission and it is liable to be dismissed.

Contd. To Page No. 3 /

Contd. To Page No. 4 /

Monisha Shaw





The Complainant, SRI DESHRANJAN GHOSH at of Vill. Sadpur P.O. Maslandpur, P.S. Habra, District North 24 Parganas, Pin – 743289 and the claimed amount does not exceed the pecuniary limit of this Commission. Therefore, this Commission has ample power to try this case.

We have perused the complaint as well as Examination-in-Chief on affidavit filed by the Complainant. We have perused the copy of the money receipt along with copy of the certificate which was provided by the O.P members with the supporting affidavit and other documents filed by the Complainant.

On perusal of the aforesaid materials it appears that the Complainant deposited an amount of Rs.24,600/- to that effect the O.P. No. 2 / Branch Office issued 3(three) certificate being no. 562015416496 dated 25.06.2012 in respect of amounting to Rs.7,300/-, certificate no. 562015396293 dated 26.06.2012 in respect of amounting to Rs.7,300/- and 562009607450 dated 22.09.2012 in respect of amounting to Rs.10,000/-.

Since the O.Ps did not refund the maturity amount to the Complainant, as such there is deficiency in service on part of the O.Ps.

The discussed points bear positive results. As such we are of the view that the Complainant is entitled to receive his deposited amount with interest and he is also entitled to other relief/reliefs and that will be reflected in the ordering portion.

Thus all the points are disposed of accordingly.

Hence, for ends of justice:
It is Ordered

That the instant case being no.CC-168/2019 be and the same is allowed against the OP No. 1 to 3 with cost and dismissed against O.P. No. 4.

The Complainant SRI DESHRANJAN GHOSH do get a decree an amount of Rs.24,600/- in respect of 3(three) certificate being no. 562015416496 dated 25.06.2012 in respect of amounting to Rs.7,300/-, certificate no. 562015396293 dated 26.06.2012 in respect of amounting to Rs.7,300/- and 562009607450 dated 22.09.2012 in respect of amounting to Rs.10,000/- within 03 (three) months from the date of this judgment, failing which the Complainant do get further decree with 6% interest on the total value from the date of filing till realisation.

In default the Complainant is at liberty to put this decree into execution according to law.

Let plain copy of this order be given to the parties free of cost as per the CPR, 2005.

Dictated & Corrected by

Monisha Shaw
Member 13.04.23

Monisha Shaw
Member

Member

President 13/04/23



Valid certified copy

Serial No. of the Application 105

Date of receipt of Application 8/5/23

Name of the applicant S. Pal

Date of disposal _____

Date of presentation of Application 8/5/23

Date of preparation of Copy 8/5/23

Amount of fee charged 20/-

Date of dispatch of free

certified copy of order (by

for
hand/ Post) on _____

CERTIFIED TO BE TRUE COPY

[Signature]

Registrar

Dist. Consumer Disputes
Redressal Commission
North 24 Pgs. at Barasat