

**DCDRF North 24 Paraganas Barasat
Kolkata-700126.**

**Complaint Case No. CC/189/2019
(Date of Filing : 14 Jun 2019)**

1. Smt.Sonali Chowdhury

W/O S.Chowdhury, Vil.-Sahapara, P.O.-Maslandpur, P.S.-
Habra, Pin-743289

North 24 Parganas

West Bengal

.....Complainant(s)

Versus

1. Hamara India Credit Co-Operative Society Limited

Mangal Jyoti, 101,227/2, P.O.-A.J.C.Bose Road, P.S.-Maidan,
Kol.-20

Kolkata

West Bengal

.....Opp.Party(s)

BEFORE:

HON'BLE MR. Sri Abhijit Basu PRESIDING MEMBER

HON'BLE MS. Ms. Monisha Shaw MEMBER

PRESENT:

Dated : 10 Jan 2023

Final Order / Judgement

DIST. CONSUMER DISPUTES REDRESAL COMMISSION

NORTH 24 Pgs., BARASAT.

C. C. No. 189/2019

**Date of Filing:
Disposal:**

14.06.2019

Date of Admission:

25.06.2019

Date of

10.01.2023

Smt. Sonali Chowdhury, W/o Sri Subrata Chowdhury, Vill-Sahapara,
Maslandpur, P.O. Maslandpur, P.S. Habra, Dist-North 24 Parganas, Pin-
743289.

Complainant/s:-

-Vs-

Opposite Party/s:-

1.Hamara India Credit Cooperative Society Limited, Its regd. office at
Mangal Jyoti, 101, 227/2, P.O. A.J.C Bose Road, P.S. Maidan,

Kolkata-700020.

2. Hamara India Credit Cooperative Society Limited, its Sector office at New Ashirbad Bhawan, Joygachhi, Jessore Road, P.O. and P.S. Habra, North 24 Parganas, Pin-743263.

3. The Regional Manager, Hamara India Credit Cooperative Society Limited, at Badamtala, Madhyamgram, P.O. and P.S. Madhyamgram, Dist- North 24 Parganas, Kolkata-700129.

4. The Regional Director, SEBI, L & T Chambers, 3rd floor, 16, Camac Street, P.O. and P.S. Shakespeare Sarani, Kolkata-700017.

P R E S E N T :- **Smt. Monisha Shaw Member.**
 :- **Sri Abhijit Basu.....Member**

JUDGMENT / FINAL ORDER

This complaint is filed by the Complainant u/s 12 of the Consumer Protection Act, 1986 (as amended up to date) alleging deficiency in service as well as unfair trade practice against the OPs as the OP no 1,2,3 did not take any step to redress his grievance till filing of this complaint, only O.P no 4 take steps.

The brief fact of the complaint is that the Complainant, (SMT. SONALI CHOWDHURY) invested of Rs. 1,46,925/- for 36 months in the GOLDEN VM 36 scheme and to that effect O.P. no 2 issued accounts being No.16326404045, 16326404046, 16326404047, 16326404048, 16326404049, 16326404050, 16326404051, 16326404052 and 16326404053 on 09.02.2016. The Complainant went to the O.P. No. 2 and requested to refund the deposited amount as early as possible but the OP No.2 refused to pay the maturity amount of Rs. 2,25,675/-in respect of different Accounts no. in question unless or until the maturity date are on 09.02.2019 and it is over.

The Complainant further stated that he went repeatedly to the Office of the OP No.2 but the OP No.2 neglected to pay his attention. After sometimes the Complainant sent a legal notice on 26.03.2019 once again requesting the erring the OP Nos. 1 to 3 to disburse entire maturity amount of Rs. 2,25,675/-in respect of Account no. 16326404045 to 16326404053 mentioned in the schedule but inspite of receiving the said notice the OPs did not bother to reply and comply the same.

Having no other alternative, the Complainant lodged this case on 14.06.2019. It is evident from the record that the OP Nos.1 and 2 had received the notices on 17.09.2019, 09.10.2019 and 04.10.2019.

:: 2 ::

C. C. No. 189/2019

From the record it appears that on 28.11.2019 O.P. No. 4 appeared before this Commission and filed W/V on 28/11/2019 and on that day the case do proceed ex-parte against O.P. No. 1 to 3. In the W/V the O.P. No. 4 denied partly and agreed partly. According their version O.P. members submitted that they have no ill-motive or mollified intensions for not making the payment but they are unable to make the payment since their ease and embargo order passed by Hon'ble Supreme Court. The Opposite Party further stated that they had not denied to make the payment to the Complainant. Despite several requests after receiving the legal notice to produce original policy certificate of HAMARA INDIA CREDIT COOPERATIVE SOCIETY Ltd. and the KYC before the Opposite Party for internal process for disbursement of payment, the Complainant did not submit their certificates. The Opposite Party further stated the relationship between the Opposite Party and the Complainant is Debtor and Creditor and the transaction between the Complainant and the Opposite Parties is a commercial transaction so that the complaint is not maintainable and there is no liability and this case should be dismissed as per version of the OPs.

From the record, it appears that the Opposite Parties did not appear before this Commission from 28.11.2019 except O.P No. 4.

Prayer of the Complainants:-

- a. The OPs jointly or severally be directed to pay the maturity amount of Rs. 2,25,675/-in respect of Account no. 16326404045 to 16326404053. The OPs are directed to pay the total amount on the different heads along with compensation.
- b. The OPs are directed to pay Rs. 1,00,000/- towards mental agony, pain and unnecessary harassment and litigation cost of Rs. 10,000/-.
- c. Pass any other order / orders as the Ld. District Commission may deemed fit and proper in the fact and circumstances of the case.

Following issued were framed for the purpose of decision:-

- a. Whether the complaint is maintainable or not?
- b. Whether the Complainant is entitled to get relief / reliefs in this case.

Decision with reasons:-

Considering the facts and circumstances as well as nature and character of this case all the points are interlinked to each other and as such all the points are taken up together for consideration for the sake of brevity and convenience.

On perusal of the materials along with the supporting affidavit related to documents available in the case record as well as hearing of argument by the Ld. Advocate for the Complainant, it is revealed that the Complainant deposited of Rs.16,325/- for 36 months Account no16326404045 to 16326404053.

Contd. To Page No. 3/

:: 3 ::

C. C. No. 189/2019

Here the status of the OPs is service provider and the Complainant being a customer of the OPs so the Complainant becomes a consumer as per Consumer Protection Act, 2019.

The Complainant resides at Vill-Sahapara, Maslandpur, P.O. Maslandpur, P.S. Habra, Dist-North 24 Parganas, Pin-743289 and the OP No.2 is situated Sector office at New Ashirbad Bhawan, Joygachhi, Jessore Road, P.O. and P.s. Habra, North 24 Parganas, Pin-743263 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 paid Rs. 1,46,925/- on different dates. 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.

Fees paid by the Complainant.

Hence, for ends of justice:

It is Ordered

That the instant case being no.CC-189/2019 be and the same is allowed ex-parte against O.P. No. 1 to 3 and contest against the OP No. 4 with cost. The Complainant, Smt. Sonali Chowdhury, do get a decree of his deposited amount of Rs. Rs. 1,46,925/- with 6% interest from the date of deposit till realisation from the OPs. The Complainant, do get a further decree

of Rs. 5,000/- as compensation for his mental agony and sufferings plus Rs. 2,000/- as litigation costs.

The O.Ps are hereby directed to pay the aforesaid decretal amount to the Complainant within 02 months from this day, failing which the Complainant will be at liberty to put this decree into execution according to law.

In case of realization of decretal dues through execution the Complainant will be entitled further 6% interest per annum on the total decretal dues from the date of filing of the case from 14.06.2019 till realization of the entire decretal dues.

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

Dictated and corrected by me

Member

Member

Member

**[HON'BLE MR. Sri Abhijit Basu]
PRESIDING MEMBER**

**[HON'BLE MS. Ms. Monisha Shaw]
MEMBER**