

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

**Complaint Case No. CC/10/2022  
( Date of Filing : 19 Jan 2022 )**

1. Brihaspati Mondal, D/O- Bimal Pada Mondal  
Vill- Puratan Kamarganti, Madhya Para, PO- Puratan  
Kamarganti, PS- Haroa, PIN- 743502  
North 24 Parganas

.....Complainant(s)

Versus

1. The Director, Sahara Credit Co-operative Society Limited  
Sahara India Bhawan, 1, Kapoorthala Complex, PO-Aliganj,  
PS-Lucknow, PIN - 226024  
Uttar Pradesh  
2. The Branch Manager, Sahara Credit Co-operative Society  
Limited  
Sector Office at Vill & PO & PS- Matia, PIN- 743437.  
North 24 Parganas  
3. The Regional Manager, Sahara Credit Co-operative Society  
Limited  
Badamtala, PO & PS- Madhyamgram, Kolkata- 700129  
North 24 Parganas  
4. The Regional Director, SEBI, L & T Chambers  
3rd Floor, 16 Camac Street, PO & PS- Shakespeare Sarani,  
Kolkata- 700017.

.....Opp.Party(s)

**BEFORE:**

**HON'BLE MR. Sri Abhijit Basu PRESIDING MEMBER  
HON'BLE MS. Ms. Monisha Shaw MEMBER**

**PRESENT:**

**Dated : 15 Mar 2023**

**Final Order / Judgement**

**DIST. CONSUMER DISPUTES REDRESAL COMMISSION**

**NORTH 24 Pgs., BARASAT.**

**C.C./10/2022**

**Date of Filing:**

19.01.2022

**Date of Admission:**

27.01.2022

**Date of Disposal:**

15.03.2023

**BRIHASPATI MONDAL**, D/o Bimal Pada Mondal, of Vill. Puratan Kamarganti, Madhya Para, P.O. Puratan Kamarganti, P.S. Haroa, District North 24 Parganas, Pin – 743502.

**Complainant :-**

=Vs=

**Opposite Parties:-**

1. THE DIRECTOR, SAHARA CREDIT CO-OPERATIVE SOCIETY LIMITED, having its registered office at Sahara India Bhawan, 1, Kapoorthala Complex, P.O. Aliganj, P.S. Lucknow, Uttar Pradesh, Pin – 226024.
2. THE BRANCH MANAGER, SAHARA CREDIT CO-OPERATIVE SOCIETY LIMITED, having its Sector Office at Vill., P.O. & P.S. Matia, North 24 Parganas, Pin – 743437.
3. THE REGIONAL MANAGER, SAHARA CREDIT CO-OPERATIVE SOCIETY LIMITED at Badamtala, Madhyamgram, P.O. & P.S. Madhyamgram, District North 24 Parganas, Kolkata – 700129.
4. THE REGIONAL DIRECTOR, SEBI, L & T Chambers, 3<sup>rd</sup> Floor, 16 Camac Street, P.O. & 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 35 of the Consumer Protection Act, 2019 (as amended up to date) 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, BRIHASPATI MONDAL deposited in SAHARA SPECIAL FIX fixed deposit scheme for 18 months and he deposited a sum of Rs. 1,93,747/- and to that effect the opposite party no 2 issued a certificate being no.787000458450, being account no.70087200090,being Hologram No.992604854097, which is clearly reflected in the Opposite parties ledger book and opening date of the said account was 07.08.2018.

The Complainant further stated that the she maintaining 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 of Rs.2,26,878/- in spite of after maturity period. Then the Complainant went to the office of the Opposite Party No. 2 repeatedly but the Opposite Party no. 2 failed and neglected to pay the legitimate demand of the Complainant.

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**C.C. No. 10/2022**

Being aggrieved the Complainant sent a legal notice through her Ld. Advocate Mr. Avijit Gope on 09/12/2021 requesting to the O.P. Nos. 1 to 3 to disburse the entire matured amount in respect of certificate being no.787000458450, being account no.70087200090, being Hologram No.992604854097 dated 07/08/2018 but the O.P. Nos. 1 to 3 did not bother to reply and not comply the same. 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 19/01/2022 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 OP No. 4 appeared before this Commission and filed W/V on 18/04/2022 through postal service. It is evident from the record that O.P. No. 1 to 3 received the notice on 02.03.2022, 03.03.2022, 11/03/2022 but did not appear before this Commission and not filed any W/V.

**Prayer of the Complainants:-**

- a. The OP Parties Nos. 1 to 3 jointly or severally be directed to pay the matured value in respect of certificate being no.787000458450, being account no.70087200090, being Hologram No.992604854097 dated 13/03/2014.
- b. The OP Parties Nos. 1 to 3 jointly or severally be 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 in SAHARA SPECIAL FIX fixed deposit scheme for 18 months and he deposited a sum of Rs. 1,93,747/- and to that effect the opposite party no 2 issued a certificate being no.787000458450, being account no.70087200090, being Hologram No.992604854097, which is clearly reflected in the Opposite parties ledger book and opening date of the said account was 07.08.2018 and the matured amount of Rs.2,26,878/- and the maturity period was on 07.02.2020 and the. Here the status of the OP no.1to3 are service provider and the Complainant being a customer of the OP no.1to3, so the Complainant becomes a consumer as per Consumer Protection Act, 2019.

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**:: 3 ::**

**C.C. No. 10/2022**

The Complainant resides at Vill. Puratan Kamarganti, Madhya Para, P.O. Puratan Kamarganti, P.S. Haroa, District North 24 Parganas, Pin – 743502.

, 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. 1,93,747/- on 07.08.2018. Since the O.Ps did not refund the maturity amount i.e Rs.2,26,878/- 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-10/2022 be and the same is allowed exparte against the OPno 1to3 with cost and dismissed against O.P. No. 4.**

The Complainant, **BRIHASPATI MONDAL** do get a decree on matured amount i.e Rs.2,26,878/- in respect of issued a certificate being no.787000458450, being account no.70087200090, being Hologram No.992604854097 dated 07/08/2018 within 3(three) months

failing which the Complainant do get the decree with 6% interest on the total matured value from the date of filing till realization. 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**

**Member**

**Member**

**Member**

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

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