Date of Filing: 07-01-2016
Date of Order: 08-08-2023

BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION – II, HYDERABAD

P r e s e n t

SRI VAKKANTI NARASIMHA RAO ... PRESIDENT
SRI P.V.T.R JAWAHAR BABU ... MEMBER
SMT. MADHAVI SASANAKOTA.... MEMBER

Tuesday, the 8th day of August, 2023

Consumer Case No.31/2016

BETWEEN:

Myneni Srinath, S/o Mohan Ram, aged 36 years, rep.by power of attorney holder Sri B.V.Subbaiah, S/o Late Raghavaiah, aged 85 years, R/o Flat No.201, Vishnu Residency Block-C, Gandhinagar, Hyderabad-500070.

...Complainant

AND

1.Sardar Sarovar Narmada Nigam Limited, Registered Office, Block No.12, New Sachivalaya Complex, Gandhinagar-382010, Gujarat State. Rep.by its Managing Director.

2.Mega Quick Consultants Pvt., Ltd., Suraj Consultancy Services, Shop No.7, 1st Floor, MCH Complex, Pitli Bowli X Roads, Jambagh Road, Hyderabad-500195. Rep.by its Managing Director.

3. Securities and Exchange Board of India (SEBI) Plot No.C4. A "G" Block, Bandra Kurla Complex, Bandra (East), Mumbai-400051. Maharastra State, Rep by its Managing Director.

.... Opposite Parties no.1to3

This complaint is coming before us on this the 26th day of June, 2023 in the presence of Learned Counsel M/s.Gogineni Krupachand, Advocate, appearing for the complainant and Learned Counsel Mr.Prashanth Nyayapthi, Advocate, appearing for the opposite party no.1; Opposite party No.2 absent and Opposite party No.3 called absent and set ex-parte and on perusal of material papers available on record, having stood over for consideration till this day, the Commission passed the following:

O R D E R

(BY SRI VAKKANTI NARASIMHA RAO, HON'BLE PRESIDENT ON BEHALF OF THE BENCH)

This complaint is filed on 07.01.2016 vide SR No. 17116 by the complainant under Section 12 of Consumer Protection Act, 1986 with a prayer to direct the opposite parties to:-

1. Pass an award for an amount of Rs. 3, 37,416/- (Rupees Three Lakhs Thirty Seven Thousands Four Hundred and Sixteen only) in favour of the complainant with subsequent interest @ 18% P.A. till realization.
2. Award costs and
3. Pass any such other order or orders as the Commission deemed fit and proper in the circumstances of the case.

1. The brief averments of the complaint as made-out are that the complainant is the daughter's Son the Power of Attorney and with a view to save some fund for the children, he was thinking of depositing some amounts in Banks. At that point of time the employees of 2nd opposite party interested in the SSNNL approached him and Sri M.V.N. Choudary the father's father for investing some amount in the Bonds styled as "Deep Discount Bonds" which pays higher rate of interest for long period of twenty years.
2. As per the scheme, the Bonds with face value of Rs. 1,11,000/- (Rupees One Lakh Eleven Thousand only) were offered for a discounted price of Rs. 3,600/- (Rupees Three Thousand Six Hundred only). But the period for discharge and encashment of Bonds was 20 years and payable on 11.10.2014. As per the terms and conditions of the Bonds, liberty was given to the Bondholder to encash the bonds at intervals of 7th year, 11th year and 15th year. If not withdraw for 20 years for the full value of the Bond was @ Rs.1,11,000/- (Rupees One Lakhs Eleven Thousand only) shall be paid. The 1st opposite party has no such option to pay whenever they feel it beneficial for them. Only the Bond-holders have the option to withdraw the specified amount at the aforesaid intervals.

3. The 1st opposite party collected the amount through 2nd opposite party from the Power of Attorney holder of the complainant and Letters and Bonds were issued which was filed herein with this complaint.

Sl. No.	Bond Number	Amount payable on 11.01.2014
1.	Distinctive No. 145546	Rs. 1,11,000/-
2.	Distinctive No. 145547	Rs. 1,11,000/-
3.	Distinctive No. 145548	Rs. 1,11,000/-
	Total Amount	Rs. 3,33,000/-

4. It is clearly stated in the Bond that "SARDAR SAROVAR NARMADA NIGAM LIMITED" does hereby promise to pay to Name(s) of the Bondholder(s) or order on 11th January, 2014 the sum of Rs.1,11,000/- (Rupees One Lakh Eleven Thousand only) being the face value of the Bond herein contained for the value received".
5. As per the financial covenants and conditions clause 9 "withdrawal of Bonds, Bond-holders shall have option to withdraw the Bond at the end of 7th, 11th and 15th years from the date of allotment, in the event of such withdrawal by the Bondholder, the deemed face value of the bond shall be as hereunder: -

In case of withdrawal	Deemed Face Value
At the end of 7 years	Rs. 12,000/-
At the end of 11 years	Rs. 25,000/-
At the end of 15 years	Rs. 50,000/-

It is clear from the conditions, that the company has no option or discretion to make the payment as and when it likes and discharges the Bond. Only the Bond-holder has the choice to withdraw and if he does not choose to withdrawn before 11th January, 2015, the company is liable to pay the full amount of Rs.1,11,000/- (Rupees One Lakh Eleven Thousand only) per Bond. Admittedly, the complainant has not withdrawn the Bond before

that date and in that event the company is liable to pay the full amount. The company has not intimated to the complainant that they are sending the amount, on expiry of 15 years.

6. The complainant sent copies of Bonds to the company for payment through his Power of Attorney but still they have not made immediate payment and ultimately the opposite party No. 1 sent an amount of Rs. 50,000/- (Rupees Fifty Thousand only) instead of Rs.1,11,000/- (Rupees One Lakhs Eleven Thousands only) for which the complainant received the amount under protest and without prejudice to the balance claim amount.
7. The opposite parties company is under a duty to fulfill and provide its service by sending the full amount. As it has not fulfilled its duty and service, it has committed default in its duty and service which resorted to un-fair trade practice. Hence this complaint is filed by the complainant seeking redressal for the deficient services and un-fair acts upon the part of the opposite parties for which the opposite parties are held liable.
8. The opposite parties No. 1 filed their Written Version by denying all the allegations averred under the complaint except those that are specifically admitted hereunder. The Sardar Sarovar is an Inter-State, multi-purpose joint venture of four (4) states viz:- Gujarat, Madhya Pradesh, Maharashtra and Rajasthan to build a terminal dam on the river Narmada along with water distribution and Hydro-Electric facilities. This public interest project is meant to provide irrigation to farmers of Gujarat, Maharashtra and Rajasthan, drinking water in scarcity prone area of Gujarat and power to Madhya Pradesh, Maharashtra and Gujarat. It was incorporated as a company registered under the Companies Act, 1956, as a wholly owned company of the Government of Gujarat. These opposite parties had come out with a public issue of Secured Redeemable Non-Tax-Exempt Deep Discount Bonds (hereinafter referred to as 'the Bonds') of the face value of Rs. 1, 11,000/- (Rupees One Lakh Eleven Thousand only) each, to be issued at a discounted price of Rs.3,600/-(Rupees Three Thousand Six Hundred only) per Bond with a maturity period of 20 years from the date of allotment. In this regard, the opposite parties had

issued a prospectus dated 29th September, 1993. Pursuant to the prospectus, Letters of allotment of Bonds were issued Bond Holders that were to be exchanged with Bond Certificates on receiving intimation from the opposite parties. The rate of interest under the Bonds which was in excess of 18% was out of alignment with the prevailing market conditions. Such high rate of interest is unsustainable for any project, much less, a Mega social Infrastructure project being undertaken by the opposite parties. Such high rate of interest entails substantial liability and outflow of funds, which could otherwise be utilized by the opposite parties in relation to the Sardar Sarovar Project.

9. In view of these, it was felt necessary, in the larger public interest, to redeem the Bonds before the maturity date and thereby save additional interest burden for the period 2009 to 2014. The Government of Gujarat had in public interest, passed the Sardar Sarovar Narmada Nigam Limited (Conferment of Power to Redeem Bonds) Act, 2008 (hereinafter referred to as 'the said Act'), which was published on 29th March, 2008 in the Gujarat Government Gazette. The said Act had amended the financial covenants and conditions for Bonds by providing an option to the answering opposite parties to redeem the Bonds earlier, on such date and with such deemed face value as the opposite party may determine, by payment of the amount so determined as stipulated in the said Act. Condition No. 3A(b) of the amended financial covenants, which was amended in pursuance to the enactment of the said Act, was as under: -

> *"The company shall publish the date and the deemed face value determined under clause (a) in the newspapers in English and Gujarati language in the area having wide circulation."*

10. The Board of Directors of the opposite parties had at their meeting held on 3rd November, 2008, decided to redeem the Bonds earlier and determined the date for such redemption as 10th January, 2009 with deemed face value of Rs.50,000/- Per Bond. The opposite parties published the notice, inter alia, in Times of India, all India Editions, including Hyderabad edition, on 5th November,

2008. The opposite parties had, through its Registrar and Transfer Agent, MCS Share Transfer Agent Limited, sent individual notices to all the Bond Holders inter alia, explaining the procedure for claiming the redemption amount as on 10th January, 2009. The aforesaid public notice and notice to the individual Bond Holders are also put on the website of the opposite parties being www.sardarsarovardam.org. Such notice was sent to the complainant at her registered address available with the opposite parties, under postal certificate. Clause 8 of the said notice provides that no interest on the redemption amount will accrue after 10th January, 2009.

11. The complainant along with two others was jointly holding one bond having Registered Folio No. 208802 and Certificate No.145546, 145547 and 145548. It has been stated, inter alia, in the notice referred to hereinabove paragraph that "in case of joint bond holders of DDBs, the redemption amount will be paid to the Deep Discount Bondholder whose name stands first in the Register of Bondholders. The complainant did not approach MCS share Transfer Agent Limited or the opposite party for redemption of bond by following the procedure for claiming the redemption amount as on 10th January, 2009, as required in the notice referred to hereinabove paragraph.

12. The complainant claims to have approached the opposite party No. 1 for redemption of bonds only in the year 2013. Since the Board of Directors of the opposite party No. 1 had at their meeting held on 3rd November, 2008, in terms of the said Act, decided to redeem the Bonds earlier and determined the date for such redemption as 10th January, 2009 with deemed face value of Rs.50,000/- (Rupees Fifty Thousands only) per Bond, the complainant was entitled to get the redemption amount of Rs.1,50,000/- (Rupees One Lakh Fifty Thousands only) for three bonds jointly held by him with one B. Chancharma. The opposite party No. 1 immediately upon receipt of the duly discharged Bond Certificates for redemption from the complainant along with necessary documents in the year 2015, paid the redemption amount of Rs.1,50,000/- to the complainant, whose name was first in Bond Certificates, vide

warrant No. 350395, bearing MICR No. 569824 dated 16th February, 2015. The amount of Rs. 1,50,000/- (Rupees One Lakhs Fifty Thousand only) has been credited into the Bank account of the complainant bearing No. 408501011000162, held with Vijaya Bank, on 25th February, 2015. After receiving and appropriating the redemption amount as aforesaid, the complainant, with an ulterior motive, is claiming further amount, which is not only afterthought, but also illegal and not maintainable at law. The complainant is not entitled to any other claim in respect of bonds, more particularly, the claim raised by the complainant in the present complaint.

13. Later on, the Hon'ble High Court of Gujarat has vide its judgment dated: 15th January, 2016 passed in Special Civil Application No. 14433 of 2008 and other connected matters, declared that the said Act is constitutionally invalid.

14. As regards the consequential relief pursuant to the invalidation of the said Act, the Hon'ble High Court held that the Civil Court's jurisdiction would become available for going into in accordance with law including the law of limitation and other governing legal considerations.

15. The Hon'ble High Court of Gujarat has specified in the said judgment that a limited class of persons and not all the Bond holders inrem would be entitled file civil suit for which creates a bar of the civil suit for all those Bond holders, who have either accepted the redemption amount with or without protest and who have not challenged the law in question i.e. the said Act and have not filed petitions before the Hon'ble Gujarat High Court.

16. The present complaint is not maintainable as it barred by territorial jurisdiction to try and the same is barred by limitation for which the same is liable to be dismissed. No cause of action for filing the present complaint has arisen within the territorial jurisdiction of this Commission for which the complaint is liable to be dismissed. Neither any deficiency nor un-fair trade practice has been attributed to the opposite parties for which the complaint is not maintainable against them under the provisions of Consumer

Protection Act, 1986. No relief sought against the opposite parties No. 2 and 3.

17. The present complaint is bad for mis-joinder of necessary party. This commission has no territorial jurisdiction to try, entertain, hear and dispose of the present complaint and, therefore, the present complaint is required to be dismissed on this ground alone. No cause of action for filing the present complaint has arisen within the territorial jurisdiction of this commission, as would be evident from the following facts:-
    a. Decision for early redemption of Bonds was taken by the Board of Directors of the opposite party No. 1 at Gandhinagar.
    b. The Register of Bonds is kept with the registrar and Transfer Agent of the opposite party No. 1, MCS share Transfer agent limited at Hyderabad.
    c. Notice for early redemption was issued by the opposite party No. 1 to the bond holders from Gandhinagar.
    d. Bond certificates were to be surrendered with MCS Share Transfer agent Limited at Ahmedabad.
    e. As per the terms and conditions of Bond certificate, redemption amount was to be paid by the opposite party No. 1 at its registered office at Gandhinagar.
18. Admittedly the opposite party No. 1 is not located within the territorial jurisdiction of this Commission for which no territorial jurisdiction is there with this commission for adjudication.
19. The 2nd opposite party is not the agent of the 1st opposite party and it was only a one of the collection centers of 1st opposite party at the relevant point of time for the limited purpose of receiving letter of allotment from the bond holders. The 2nd opposite party has nothing to do with either issuance of the bonds or redemption of bonds. Despite the bonds were redeemed early in the year 2009, the complainant did not approach either MCS Share Transfer Agent Limited or the opposite party No. 1 claiming the redemption amount as on 10th January, 2009 for the reasons best known to him. It is denied that the complainant received Rs.1,50,000/- (Rupees One Lakh Fifty Thousands only) under protest or without

prejudice to claim the alleged balance amount. Neither any deficiency of service is made-out nor any un-fair trade practice is proved and more the present complaint is barred by limitation for which the complaint is liable to be dismissed against the opposite party.

20. The opposite party No. 2 is called absent till today and no written version filed for it, for which the 2nd opposite party was set-ex-parte while passing judgment. 3rd opposite party filed Written version by denying claim against it as it is established under Securities and Exchange Board of India Act, 1992 (No. 15 of 1992) for performing statutory functions assigned to it under the said Act and as such cannot be said to be rendering any services for consideration as contemplated under section 2(o) of The Consumer Protection Act, 1986 (herein after referred to as the "Act"). Performing of statutory functions cannot be construed as rendering of any services for consideration in terms of the Consumer Protection Act as no fees is charged by SEBI from any investor for the functions performed. By filing catena of Judgments on this aspect, the opposite party No. 3 prayed to delete its name from the proceedings and dismiss the complaint.

21. In the enquiry, Evidence Affidavit of the complainant has been filed by examining Sri B.V. Subbaiah who is his Power of Attorney as Pw-1 by reiterating the contentions of the complaint and marked Ex. A-1 to Ex. A-9 on his behalf. Evidence of the opposite party No. 1 has been filed by examining Sri Harish Patel, General Manager (Resources and Credit) as Dw-1 and marked Ex. B-1 to Ex. B-7 on its behalf. Written Arguments of the opposite party No. 1 is filed. No written arguments filed by the complainant. Perused the pleadings and counter pleadings under the complaint and on its perusal, the points to be answered for determination are:-

    1. Whether this commission has got jurisdiction to entertain the complaint?
    2. Whether any deficiency of service is made-out against the opposite parties as claimed under the complaint?
    3. Whether the complainant is entitled for the relief Sought?
    4. To what relief?

POINT NO. 1:-

1. Admittedly, the value of the goods, or services and the compensation claimed under this complaint does not exceeds Rs. 20,00,000/- (Rupees Twenty Lakhs only) for which this commission has got pecuniary jurisdiction to entertain the complaint in view of Section 11 (1) of the Consumer Protection Act, 1986.
2. The contentions of the complainant is that the 2nd opposite party is the agent of the 1st opposite party, constituted as its collection center at Hyderabad for collecting the amount paid for the purchase of Deep Discount Bonds for which he relied upon Ex. A-3 wherein it shown the 2nd opposite party is the collection center of the 1st opposite at that time.
3. The complainant contended that as he paid the premium of Rs. 3,600/- per each Deep Discount Bonds in favour of the 1st opposite party through the 2nd opposite party which was its collection center situated at Hyderabad, the part of cause of action took place at Hyderabad and hence this commission has got territorial jurisdiction to entertain the complaint under Section 11 (2) (c) of the Consumer Protection Act, 1986.
4. The complainant relied upon the citation of Hon'ble State Consumer Disputes Redressal Commission, Chandigarh passed in Mohindra Partap Vasudeva Vs. M/s. Sardar Sarovar Narmada Nigam in First Appeal No. 351 of 2015 Judgment passed on 15th day of February, 2017 that a particular point has been discussed at length in Para No. 20 of the Judgment by referring the orders of the Revision Petition No. 48 of 2013 of the Hon'ble State Commission, Chandigarh which passed in *United India Insurance Company Limited & another Vs. Mr. Sunil Jain & others* which decided on 06.09.2013.
5. The judgment of the Hon'ble National Commission in *"Santa Banta.com Limited & another Vs. M/s. Porsche Cars and others"* in First Appeal No. 409 of 2012, decided on 14th February, 2014 was also supports the pleas of the complainant that payment of premium for obtaining the policy, payment of premium for the same from the regional office of the insurance company at

Gurgaon are material foundational factors, giving rise to 'cause of action' partly, if any wholly, at Gurgaon.

6. The National Commission in the cited authority that payment for obtaining the policy at a particular place gives right to cause of action. We find that payment of amount made by the complainant for purchase of bonds at Hyderabad and receipts of the amounts by the opposite parties were at Hyderabad through the complainant bank account would constitute integral part of cause of action as held by *Apex Court in "Oil and Natural Gas Commission Vs. Utpal Kumar Basu and others".*

7. But whereas the opposite parties No. 1 and 2 relied upon the Judgment of Hon'ble National Commission, New Delhi passed in R.P. No. 147 of 2000 for which in reference of *Morgam Stanley Mutual Fund v. SEBI and other (Civil Appeals Nos. 4584 & 4585 of 1994)* of Apex court has been referred.

"In view of observations of the APEX court in *Morgam Stanley Mutual Fund v. SEBI and other (Civil Appeals Nos. 4584 & 4585 of 1994)"* "relying upon the Hulsbury's Laws of England the Supreme Court goes on to state that 'As per as Indian is concerned, the residences of the Company is where the registered office is located. Normally cases should be filed only where the registered office of the company is situated. The point at issue was more specifically dealt in the context of Companies Act by Hon'ble Supreme Court in the case of *H.P. Gupta v. HiraLal* wherein it was held that the cause of action would arise at the place where registered office of the company is situated. This view was confirmed / reiterated by the Hon'ble Supreme Court in the case of *H.V. Jaya Ram v. ICICI and ors [1999 (7) Scale- 481].* National Commission in the case of *GDA v. Smt. SunitaGarg* (supra) had held that '*the very fact that the amount of initial deposit for the flat (in Ghaziabad) was remitted through the Branch of Vijaya Bank at Chandigarh will not entitled the complainant to contend that any part of the cause of action has arisen in Chandigarh. (Emphasis supplied)'. On the point of jurisdiction another point made by the petitioner is that Consumer protection Act is a piece of beneficial legislation and*

the poor small investor could not be expected to run to several places in this case to Bombay for recover of less than Rs. 2,000/- . It also could not be the case of the petitioner that the Respondents and similarly placed companies could be facing litigation in thousands of courts spread over the country. We have also the Hon'ble Supreme Court warning us for the pit falls when it observed in the case ofMorgan Stanley Mutual Fund v. SEBI and Ors".

8. Observing the above citations of the Hon'ble National Commission as well as APEX Court, we are under the considered view that this commission has got no territorial jurisdiction to entertain the complaint as envisaged under Section 11 (2) (c) of the Consumer Protection Act, 1986 despite she paid an amount of Rs. 3,600/- (Rupees Three Thousand Six Hundred only) which is premium amount of her Deep Discount Bond issued by the opposite parties. With the above observations and discussions we answered this point accordingly.

<u>POINT NO. 2 AND 3:-</u>

1 It is an admitted fact that the opposite parties have floated a company in the name of M/s. Sardar Sarovar Narmada Nigam Ltd., (A Wholly Owned Company of the Government of Gujarat, incorporated as a Public Ltd., Company on 24th March, 1998 under companies Act, 1956) and the opposite party No. 1 is the Pvt., Ltd., Company, Represented by its Managing Director, Opposite party No. 2 is represented by its General Manager (R & C) and the opposite party No. 3 is one of the authorized collection Centre, represented by it Registrar to the issue of the above said company, having its Registered Office situated at Ahmadabad. The opposite parties company was incorporated as a Public Ltd., Company on 24th March, 1988 under the companies Act, 1956 as a wholly owned company on behalf of the Government of Gujarat.

2 It is an admitted fact that the Sardar Sarovar Project is an Inter-state, multipurpose joint venture of four states viz: - Gujarat, Madhya Pradesh, Maharashtra and Rajasthan to build

terminal dam on the River Narmada along with water distribution and Hydro-electric facilities which meant to provide irrigation to farmers of Gujarat, Maharashtra, and Rajasthan, drinking water in scarcity prone area of Gujarat and power to Madhya Pradesh, Maharashtra and Gujarat. To facilitate the above an ambitious projects cost of Rs. 9,000 Crores investment has been drafted by the State of Gujarat and out of that Rs. 2597 Crores has already been invested in various activities. The object of the issue is to part finance the Sardar Sarovar Project described and also to repay bridge finance. It is an admitted fact that for investment on the above said project, the opposite parties intends to raise capital amount through public an aggregate amount of Rs. 300 Crores by a simultaneous issue of Secured Bonds of different description under the following two schemes.

a) Secured Redeemable Non-Tax Exempt Deed Discount Bonds of the face value of Rs. 1,11,000/- (Rupees One Lakhs Eleven Thousands only) each to be issued at a Deep Discount Bonds for price of Rs. 3,600/-.

b) 17.5% Secured Redeemable Non-Tax Exempt Non-Convertible Bonds of the face value of Rs. 5,000/- (Rupees Five Thousands only) per bond to be issued at par.

3 It is an admitted fact that the opposite parties has called on through public issue / Prospectus of the Company under Ex. A-1 that the Bonds are secured in the nature of Promissory Notes having each Deep Discount Bond having face value of Rs.1,11,000/- (Rupees One Lakh Eleven Thousands only) issued at a discounted price of Rs. 3,600/- (Three Thousand Six Hundred only) with maturity period of 20 years from the date of allotment.

4 It is not in dispute that an investor will have the option to withdraw / redeem the Bonds, at the end of the 7th, 11th and 15th year respectively from the date of allotment and in the event of such earlier withdrawal by the investor, the deemed face value of the each Bond would be as hereunder:-

In case of withdrawal	*Deemed Face value*
At the end of 7 years	Rs. 12,500/-
At the end of 11 years	Rs. 25,000/-
At the end of 15 years	Rs. 50,000/-

5 It is an admitted fact that the Deep discounted price of the Bond at Rs. 3,600/- (Rupees Three Thousand Six Hundred only) stand enhanced to a face value of Rs. 1,11,000/- (Rupees One Lakh Eleven Thousand only) at the end of 20 years in the manner aforesaid only, if the investor does not exercise the option to withdraw the Bond and on the investor receiving the amount as specified above in respect of a Bond, the liability of the Company under such Bond will stand extinguished fully. It is an admitted fact that in order to provide adequate comfort to the investors in the Bond issued, a Tripartite Agreement has been entered into between the company, the Trustees and the Government of Gujarat on 20th August, 1993.

6 It is an admitted fact that the opposite party No. 1 has called on through public issue of Secured Redeemable Non-Tax-Exempt Deep Discount Bonds which were opened on 01st November, 1993 and issue closed on 11th November, 1993. During that period, the opposite party had received 7,13,619 applications through public issue and issued "Bond Certificate in the Form of Promissory Note Deep Discount Bonds" secured Redeemable each No. 1 to 7,13,619 ranking paripasuinterse issued under the authority of the Memorandum and Article of Association of the company and the Resolutions passed by the Company in General Meeting of the Company held on 29th day of September, 1993 and the Resolution passed at its Meetings of the Board of Directors of the Company held on 18th day of January, 1993 and 28th day of September, 1993 and in terms of Prospectus dated: 29th day of September, 1993.

7 It is fact that the opposite parties have issued the Bond Certificate in terms of the Trust Deed dated: 31st day of December, 1994 (hereinafter called the Trust Deed) made between "SARDAR SAROVAR NARMADA NIGAM LIMITED" (hereinafter called "the Company") and the Industrial Credit and Investment Corporation of India Ltd., (hereinafter called "the Trustee"). The Trustees will act as Trustee of the Holders for the time being of the Bonds (the Bond Holders) in accordance with the Provisions of the Trust Deed. All rights and remedies of the Bondholders against the Company in respect of arising out of or incidental to the Bonds shall be exercisable by the Bondholders only through the Trustees.

8 It is an admitted fact that the complainant hereinabove had applied for allotment of one Deep Discount Bond face value of Rs. 1,11,000/- (Rupees One Lakhs Eleven Thousands only) each issued at discounted price of Rs. 3,600/- (Rupees Three Thousands Six Hundred only) on application, which is payable on redemption after 20 years and he paid an amount of Rs. 3,600/- each for three Deep Discount Bonds from the 2nd opposite party for which he received a letter of allotment under Ex. A-2 from the 1st opposite party vide their letter dated: 11th January, 1994 duly signed by the Managing Director and Vice-Chairman of the company with regard to allotment of Secured Redeemable Non-Tax Exempt Deep Discount Bond, bearing the Regd. Folio No. SN 208802in favour of Srinath Myneni.

9 It is not in dispute that on 7th January, 1995, the complainant had received Bond Certificates in his favour under Ex. A-5 to Ex. A-7 in the Form of Promissory Notes "Deep Discount Bond", duly signed by both the Managing Director & Vice-Chairman of the opposite party company, vide their Letter dated: 10.06.1995 under Ex. A-4 vide Regd. Folio No. SN 208802 Certificate Nos. 145546-145548 Distinctive No (s)145546-145548, issue price of Rs. 3,600/- (Rupees Three Thousand Six Hundred only) No. of Bonds: ONE (1); Face Value of Rs. 1, 11,000/- (Rupees One Lakh Eleven Thousands only).

10 It is not in dispute that the Government of Gujarat had in public interest pass the "Sardar Sarovar Narmada Nigam Ltd., (Conferment of Power to Redeem Bonds) Act, 2008" for redemption of Deep Discount Bonds and accordingly, Nigam had redeemed Deep Discount Bonds on 10.01.2009 with redemption value of Rs. 50,000/- (Rupees Fifty Thousand only) per Bond. *Nigam had published notice in all India Edition of Times of India, dated: 5.11.2008 and also sent individual notice dated: 03.11.2008 to all the investors advising Nigam's decision for redemption of DDBs, also stated that as per clause No. 8 of the notice of redemption of Deep Discount Bond "NO INTEREST ON REDEMPTION AMOUN IS PAID AFTER 10.01.2009"* and also requested to submit the following documents (i) Duly discharged Original Bond Certificate, (ii) Copy of PAN Card (iii) Attach From No. 15G/15H (for Senior Citizen) for non-deduction of TDS (iv) Bank Account details to the opposite party No. 3 along with the copy of Nigam's bond redemption notice and redemption Forms.

11 It is an admitted fact that no Bond holder questioned the enactment passed by the Government of Gujarat in Public interest the "Sardar Sarovar Narmada Nigam Ltd., (Conferment of Power to Redeem Bonds) Act, 2008" for redemption of Deep Discount Bonds till date for which the enactment is still in force.

12 As this commission has got no territorial jurisdiction to entertain the complaint, we are under the considered view that the complaint is disposed of accordingly with a liberty to the complainant to approach proper Forum for reddressal where it has got territorial jurisdiction and further the complainant is entitled to avail benefit under section 14 of the Limitation Act 1963 for the purpose of Limitation.

POINT NO. 4:-

In the result the complaint is disposed of accordingly directing the complainant to:-

1. Approach proper Forum for reddressal where it has got territorial jurisdiction and further the complainant is entitled

to avail benefit under section 14 of the Limitation Act 1963 for the purpose of Limitation.

2. Both parties shall bear their own costs.

- Applications pending if any, stand disposed of in terms of the aforesaid order.
- A copy of this judgment be provided to all parties free of cost as mandated by the Consumer Protection Act, 2019.
- The judgment be uploaded forthwith on the website of this commission for the perusal of the parties.
- File be consigned to record room along with copy of this judgment.

Dictated to Stenographer, Typed by her, corrected and pronounced by us in the open Commission today the 08th day of August, 2023.

MEMBER MEMBER PRESIDENT

APPENDIX OF EVIDENCE

Witnesses examined for Complainant:-

Sri.B.V.Subbaiah (PW1)

Witnesses examined for Opposite party no.1:-

Mr. Harish Patel (DW1)

Witnesses examined for Opposite party no.2:-

--Absent—

Witnesses examined for Opposite party no.3:-

Set ex-parte

Exhibits marked on behalf of the Complainant:-

Ex.A1: is the copy of Receipt for the payment made on application, dated: 11.01.1994.

Ex.A2: is the copy of Letter of allotment of bonds showing the values of Bond in relation to the time of repayment, dated: 11.01.1994.

Ex.A3: is the copy of Intimation letter informing the timings of collection Centre's with seal of the centre and acknowledgement of letter of allotment, dated: 02.02.1995.

Ex.A4: is the copy of Letter sent by Opposite Party No.1 by enclosing three bonds, dated: 10.06.1995.

Ex.A5: is the copy of Certificate No.145546 face value of Rs.1,11,000/-(Rupees One Lakh Eleven Thousand Only),dated: 07.01.1995.

Ex.A6: is the copy of Certificate No.145547 face value of Rs.1,11,000/-(Rupees One Lakh Eleven Thousand Only),dated: 07.01.1995.

Ex.A7: is the copy of Certificate No.145548 face value of Rs.1,11,000/-(Rupees One Lakh Eleven Thousand Only),dated: 07.01.1995.

Ex.A8: is the copy of Letter sent to the Opposite party no.1 requesting him to pay the amount as per their certificates, dated: 09.01.2014.

Ex.A9: is the copy of the Power of Attorney, dated: 12.05.2012.

Exhibits marked on behalf of the Opposite party no.1:-

Ex.B1: is the copy of Prospectus, dated 29.09 1993.

Ex.B2: is the copy of the Sardar Sarovar Narmada Nigam Limited Act, 2008.

Ex.B3: is the copy of Resolution passed by the Board of Directors of the Opposite Party no.1 at their meeting held on 3rd November, 2008

Ex.B4: is the copy of the relevant portion of the newspaper being Times of India, Hyderabad edition dated 5th November, 2008.

Ex.B5: is the copy of public notice downloaded from the website of

the Opposite Party No.1.

Ex.B6: is the copy of the notice sent to the individual Bond Holders, downloaded from the website of the Opposite Party No.1

Ex.B7: is the copy of the Postal proof in respect of the notice sent to the complainant under postal Certificate

Exhibits marked on behalf of the Opposite party No.2&3:-

--Nill--

MEMBER MEMBER PRESIDENT