

DIST. CONSUMER DISPUTES REDRESAL COMMISSION

NORTH 24 Pgs., BARASAT.

C.C. No.167/2019



CCD ready for delivery

Date of Filing:
25.07.2019

Date of Admission:
06.08.2019

Date of Disposal:
13.04.2023

Complainant/s:-

SRI GOBINDA GHOSH, S/o Late Ranjit Ghosh, of Vill & P.O. Rajballavpur, 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

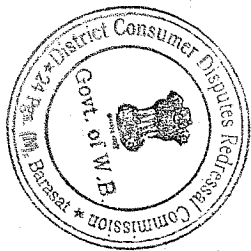
This complaint is filed by the Complainant u/s 12(a) of the Consumer Protection Act, 1986 alleging deficiency in service as well as unfair trade practice against the OPs as the OPs did not take any step to redress his grievance till filing of this complaint.

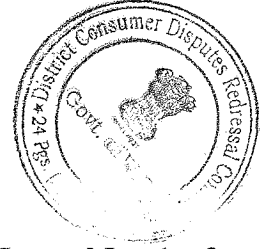
The brief fact of the complaint is that the Complainant, SRI GOBINDA GHOSH deposited in SAHARA Q SHOP UNIQUE scheme he invested an amount of Rs.15,000/- to that effect the O.P. No. 2 / Branch Office issued certificate being no.56201279493 dated 28.08.2012 which is clearly reflected in the Ledger Book of Opposite Party.

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.15,000/- to that effect the O.P. No. 2 / Branch Office certificate being no.56201279493 dated 28.08.2012.

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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 no.56201279493 dated 28.08.2012. 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.

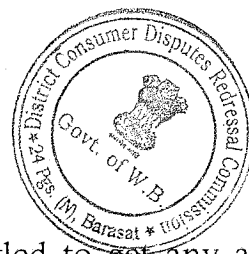
The O.P No. 4 also submitted that the material allegations in the complaint petition are all not true and the relation between the Complainant and the Opposite Parties are Debtor and Creditor and the transaction between the Complainant and this Opposite Parties is the commercial and financial transaction 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.

The Opposite Parties further stated that there is no deficiency of service on the part of this Opposite Parties due to dispute with SEBI and the matter is pending before the Hon'ble Supreme Court of India, the delay in payment is happened. The Apex Court imposed embargo on the movable and immovable properties of SAHARA Group of Companies on 21/11/2013. The Hon'ble Supreme Court passed an order on 19/06/2017 stating that they are inclined to pass any order thereon at this stage.

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They also stated that the Complainant is not entitled to get any amount towards compensation/damages of this complaint and also submitted the complaint is not maintainable and it is liable to be dismissed.

Prayer of the Complainants:-

- a) The OP Parties Nos. 1 to 3 jointly or severally be directed to pay the matured value matured amount in respect of certificate being no.56201279493 dated 28.08.2012 .
- 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.

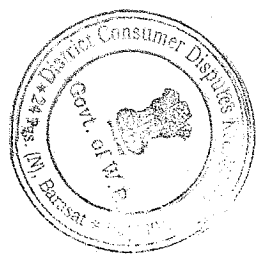
On perusal of the materials along with the supporting affidavit related to documents available in the case record as well as hearing of argument by the Ld. Advocate for the Complainant, it is revealed that the Complainant deposited against the of Rs.15,000/- to that effect the O.P. No. 2 / Branch Office certificate being no.56201279493 dated 28.08.2012.

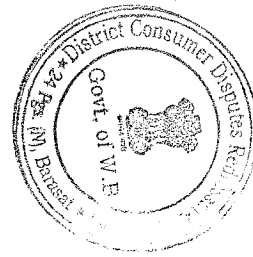
Here the status of the OP no.1to3 are service provider and the Complainant being a customer of the OP no.1to3, so the Complainant becomes a consumer as per Consumer Protection Act, 2019.

The Complainant, SRI GOBINDA GHOSH, S/o Late Ranjit Ghosh, of Vill & P.O. Rajballavpur, 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.

Mousha Shaw





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On perusal of the aforesaid materials it appears that the Complainant SRI GOBINDA GHOSH deposited against the of Rs.15,000/- to that effect the O.P. No. 2 / Branch Office certificate being no.56201279493 dated 28.08.2012.

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-167/2019 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 GOBINDA GHOSH do get a decree against certificate being no.56201279493 dated 28.08.2012 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.

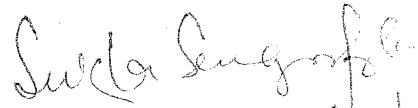
Let plain copy of this order be given to the parties free of cost as per the CPR, 2005.

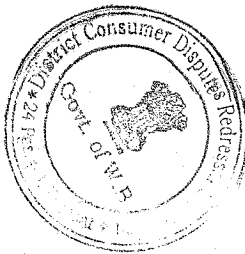
Dictated & Corrected by

Monisha Shaw
Member 13.04.23

Monisha Shaw
Member 13.04.23


Member


President 13/04/23



~~Printed Name of the Applicant~~

Serial No. of the Application 104

Date of receipt of Application 8/5/23

Name of the applicant S.P.N

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 _____ (by 82)

Hand/ Post) on _____

CERTIFIED TO BE TRUE COPY

R
08/05/2023

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