U.O.i. and Others Vs. Vimla Devi Gupta

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Court : Delhi State Consumer Disputes Redressal Commission SCDRC New Delhi

Decided On : Aug-22-1994

Judge : R.N. Mittal, President; the Honourable Ms. Justice S. Brar Member &Amp; the Honourable Ms. Justice Dr. a.N. Saxena, Member

Appeal No. : Case No. A-94 of 1992

Appellant : U.O.i. and Others

Respondent : Vimla Devi Gupta

Judgement :

R.N. Mittal, President:

1. This appeal has been filed by the OPs against the order of the District Forum-I (DF) dated 1-5-92 by which they have been directed to encash the National Saving Certificate (NSC) in accordance, with the terms and conditions as mentioned at the back of the certificates and pay Rs. 1000/- as costs and damages to the complainant, within 30 days from the date of the order.

2. Briefly the facts are that the complainant purchased six years NSC of the value of Rs 6,000/- from Sub Post Master, Greater Kailash- II Post Office, New Delhi, OP-3, on 30-3-88 OP- 2 is the Post Master General, P and T Department and OP-1 is the Union of India. The NSCs were to mature after six years and became encashable on 30-3-94; At the back of NSC it was provided that they were

encashable after three years or more at the rates as given therein.

3. It is pleaded by the complainant that she applied for encashment of the certificates on 4.4.91 to OP-3, but he refused to encash the same on the ground that they could not be encashed before completion of six years from the date of the issue. She it is alleged, made a representation to OPs but the amount was not paid to her. Consequently she filed the complaint.

4. The complaint was contested by the OPs. They inter-alia pleaded that the Govt. of India vide Gazette Notification dated 12-2-86 dis-continued pre-mature encashment of NSCs sixth series, sold on or after 1986 except in certain circumstances and that the case of complainant did not fall under those exceptions. Consequently it is alleged that she was not entitled to encashment of the NSC. It is furmer pleaded by them that the officials of the Post Offices were directed to write that condition at the back of the certificates or to affix rubber seal containing the condition mere. However, through oversight that was not done. In the circumstances it is pleaded that the complaint was liable to be dismissed.

5. The learned District Forum (D.F.) found that the condition at the back of the NSC was that they were encashable after three years and no such seal as alleged by the OPs. had been affixed there. Therefore, by observing that the OPs could not say that they were not encashable as mentioned at the back, the Forum passed the order as mentioned above. The OPs have come up in appeal to the Commission.

6. The only question mat arises for determination, is whether, the NSCs in view of the notification dated 12-2-86 were encashable after three years from the date of the purchase. It is not disputed that there was a printed condition at the back of the NSC that they were encashable after three years and that the prescribed seal containing the changed condition had not been affixed there, nor the new condition was written in hand. Now the OPs, in view of the printed conditions at the back of the NSCs, are estopped from saying that they were not encashable before six years. The complainant cannot be allowed to suffer on account of fault on the part of the employees to the OPs Nos. 1 and 2.

7. For the aforesaid reasons we do not find any merit in the appeal and dismiss the same with cost. Costs Rs. 500/-.

Appeal dismissed.