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Court : Tamil Nadu State Consumer Disputes Redressal Commission SCDRC Chennai

Decided On : Feb-12-2014

Judge : R. Regupathi, President & the Honourable Mr. a.K. Annamalai, Judicial Member

Appeal No. : F.A.No. 231 of 2010

Appellant : M. Gopal

Respondent : The Standard Chartered Bank, Adyar Branch, Rep by Its Manager and Another

Judgement :

(The Appellant is the complainant filed a complaint before the District Forum against the opposite parties praying certain relief. The District Forum allowed the complaint. Against the said order, the appellant /complainant filed this appeal praying to set aside the order of the District Forum in CC.No.60/2005, dated 12.01.2010.)

A.K. Annamalai, Judicial Member

1. The complainant is the appellant. 2. The complainant having SB account with the 1st opposite party and also a retired employee of the same bank having credit

card account with the SBI, having facilities for withdrawal of cash limit of Rs.31,200/- and issued a cheque dated 14.06.2004 for a sum of Rs.12,135.17 drawn on the 1st opposite party bank favouring the State bank of India credit card division. The 1st opposite party dishonoured the cheque even though he was having sufficient funds in his account for the reasons æsignature differs?. Once again the complainant issued another cheque for the same which was also wrongly dishonoured with malafide intention in order to compel the complainant to discontinue the credit card account with the State Bank of India and thereby the complainant was not in a position to get increase of the credit limit for the credit card from the State Bank of India. Hence, the Consumer complaint came to be filed seeking for the reliefs.

3. The opposite party denied the allegations and contended those cheques were returned due to differs in signatures with the specimen signature already available with the bank and thereby no deficiency or negligence on their part.

4. The District Forum on the basis of both sides materials and after an enquiry dismissed the complaint by accepting the contentions of the opposite parties and aggrieved by the same the complainant / appellant filed this appeal by contending that the district forum erroneously allowed the complaint without taking into consideration of the complainants contentions and rejected the document Ex.A13 and without considering the signature in the Ex.B2 and B3 and thereby the appeal is to be allowed.

5. We have carefully heard both sides contentions, arguments and carefully considered the materials placed before us in this regard. It is the admitted case of both sides that the complainant issued two cheques under Ex.A5 and A8 in favour of State Bank of India drawn on the 1st opposite party bank which were dishonoured due to æsignatures differs? for which the appellant contended since the complainant having credit card account with the State Bank of India and in order to compel him to discontinued the same, the cheques were dishonoured with motive even though the signatures in the cheques are one and the same as per the earlier cheques were issued and honoured by the opposite party but now due to motive cheques were not honoured. Whereas the opposite parties

contended that they are having specimen signature of the complainant which are updated in the system as per the documents under Ex.B2, B4 and B5 since the signatures in them and cheques under Ex.A5 and A8 are differed with the same both cheques were dishonoured. When we have perused the order of the District Forum , the District Forum observed in page 7 as follows:

œLike that the latest specimen signatures are under Ex.B4 comparing the signatures as found in Ex.B4 also would go to show that the signatures as found in Ex.A5 and Ex.A8 are differs with the signature as found in Ex.B4 specimen signature forms. When it has been specifically denied by the opposite party bank that these two cheques were returned only for the reason that the œsignature differs? , and when the complainant more specifically took a plea that the opposite party bank wantonly dishonoured these cheques only to force to him opt for credit card facility with the opposite party bank, the complainant has not taken any step to send for these admitted signatures along with the specimen signatures available to any hand writing expert to prove that the signatures as found in Ex.A5 and Ex.A8 are similar with the signatures as found in Ex.B2, Ex.B3 and Ex.B4 or to prove there is no dissimilarity in the signatures as found in Ex.A5, Ex.A8 and Ex.B2 and Ex.B4.

In the absence of any such proof and when the signatures as found in Ex.A5, Ex.A8 cheques are differs with that of the signatures as found in Ex.B2 and Ex.B4 specimen signatures form, as we have already discussed above, this Forum come to the conclusion that the complainant had miserably failed to establish that the cheques were dishonoured negligently and wantonly by the opposite parties and as such this Forum come to the conclusion that there is no negligence or deficiency in service on the part of the opposite parties.?

And on the basis of the same we have also perused the signatures in the documents under Ex.A5 and A8 with Ex.B2 and B4 and we are in full agreement with the findings of the District Forum in this regard. The complainant already filed an R.P.18/2007 before this commission in which he sought for the production of earlier cheques issued during the year the year 2004 in order to compare the signatures for the disputed cheques and this commission has allowed the same

and subsequently the opposite parties having failed to produce the same before the District Forum and taking advantage of the same now the complainant filed the petitions before this commission in CMP.605 and 606/2011 to send for the documents and to send the disputed cheques for experts evidence in the appeal stage which were dismissed by this Commission and thereupon the complainant having taken no steps for revision contended that the District Forum erroneously not considered the Ex.A13 acknowledgement for the latest specimen signature furnished before the 1st opposite party. On perusal of the same even though the banks rubber stamp seal found with date on 30.10.2001 and the signature found it are similar one to the same under Ex.A5 and Ex.A8, there is no proof to show that it was actually received by the bank and updated in the system and since no endorsement was made by the bank to reject that it was an acknowledgement for receipt of specimen signature form. In Ex.A13 is specimen signature copy. It is noted that the complainant is the employee of the same bank certainly he would obtained the signatures on the same for entrustment of the papers. But no such endorsement was made and whether it is actually received by the bank was not established and the specimen signature was updated in the system. As per the document under Ex.B2 and B3 copy of the bank instructions and Ex.B4 specimen signature form which was filed 26.10.1999 possessing with rubber stamp of the bank which are all different in that of Ex.A13. The bank seal compared under the document Ex.A13 would go to create the doubt of the genuineness document under Ex.A13 since the signatures relied upon by the opposite parties under Ex.B1 to B4 are entirely different with under Ex.A5 and A8 the disputed cheques and thereby the 1st opposite party rightly dishonoured the cheques for the reason æsignature differs?. When the 1st cheque under Ex.A5 was returned for the same with specimen under Ex.A6 instead of approaching the bank for the clarification or to ascertain the details the complainant again issued another cheque under Ex.A8 with the same style and stroked signature would go to show the bonafide intention of the complainant. Hence, in any angle we are of the view that the complainant failed to prove his case against the opposite parties and thereby the District Forum elaborately passed well considered order in which we find no need for any interference with the same except to dismiss the appeal as devoid of merits. Accordingly

In the result, the appeal is dismissed by confirming the order of the District Forum in CC.No. 60/2005, dated 12.01.2010.

No order as to costs in the appeal.

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