

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-I,
U.T. CHANDIGARH**

Consumer Complaint No.	:	CC/308/2022
Date of Institution	:	15/03/2022
Date of Decision	:	30/04/2024

Dhananjay Yadav son of Sh.Chandrama Choudhary, House No.3287/1, Sector 47-D, Chandigarh-160047.

... Complainant

V E R S U S

IDBI (Industrial Development Bank of India), SCO 162-163, Madhya Marg, Sector 9-C, Chandigarh-160009.

Having its Head office at IDBI Tower, Cuffe Parade, Bombay-400005.

... Opposite Party

CORAM :	PAWANJIT SINGH SURJEET KAUR SURESH KUMAR SARDANA	PRESIDENT MEMBER MEMBER
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ARGUED BY : Sh.Brajesh Kumar, Advocate proxy for Sh.Atul Goyal, Advocate for Complainant.
: Sh.Tajender K.Joshi, Advocate for OP.

Per Surjeet kaur, Member

- Averments are that the father of the complainant had purchased a bond offered by the OP namely IDBI Deep Discount Bond '96. The issue price of the said bond was Rs.5300/- and the face value of the bond was Rs.2,00,000/-. The said amount was payable on 18.03.2021. It is further stated that at the time of purchase of bond, the father of the complainant was the then resident of House No.3172-A, Sector 31-D, Chandigarh and the same date have been recorded on the bond but later on shifted to the address mentioned above with his family (Annexure C-1). The father of the complainant expired on 10.10.2020 i.e. much before the maturity date of the bond and the complainant became entitled to receive the said amount. The complainant approached the OP at Chandigarh on 18.03.2021 for the redemption of the bond value i.e. Rs.2,00,000/- but the OP did not initiate any action to release the said amount till date and is delaying the redemption and subsequent of release of money on one pretext or the other. Hence is the present consumer complaint.
- OP contested the consumer complaint, filed its written reply and stated that the call option right was exercised by IDBI bank regarding the IDBI Deep Discount Bond '96' on 1st August, 2000, in conformity and in accordance with the terms and conditions of the bond as provided in the offer

document and mentioned on the bonds also. As per terms laid down in the Offer Document, information about the Call Option was sent to individual bondholders by post and call option notices were published in the leading newspapers also prior to the date of call option, in the year 2000. The copy of the call option notice as sent to the bond holders dated 25.05.2020 (Annexure R-2) and copies of the some of notices published in the year 2000 in various newspapers are annexed as (Annexure R-3 colly). It is further submitted that as the complainant has failed to surrender the bond and payment could not be made so the information about call option was again sent to the complainant by post in the year 2009 and 2013 at the last given address of the complainant (Annexure R-13). At the time of call option i.e. 1st August, 2000 the redemption amount was Rs.10,000/- against the investment of Rs.5300/- for each bond. The complainant was entitled to get only Rs.10,000/- with interest as applicable on saving bank accounts. Denying all other allegations made in the complaint a prayer for dismissal of the complaint has been made.

3. It has been apprised by the complainant by filing rejoinder that neither the Complainant nor the father of the Complainant received any intimation about the "Call Option" availed by the OP. Moreover, the Complainant have changed their residence address and shifted in Sector 47, Chandigarh in March-April, 2009 and thus there was no occasion to receive any intimation from the OP. As per complainant, the bank is deviating from the terms and conditions of the bond. The perusal of the bond nowhere states that the bank could have exercised the "Call Option". The OP is relying upon the offer letter which was never served to the father of the Complainant.
4. Parties led evidence by way of affidavits and documents.
5. We have heard the learned counsel for the parties and gone through the record of the case.
6. As per the case of the complainant, his father purchased bond @ 5300/- and face value of the same was payable @ 2,00,000/- on 18.03.2021 but till date the complainant is deprived of this amount. Hence, is the present complaint.
7. The stand taken by the OP is that the call option right was with the complainant but he himself did not come forward to exercise the call option right despite various notices published in the leading newspapers time and again.
8. After going through the documents on record, it is an admitted fact that till date the amount of the complainant is with the OP as the complainant has not exercised his call option right till today. As per Annexure R-1, it is observed that the maturity period of these bonds is 25 years from the date of allotment i.e. 18th March 1996. We have also perused early redemption option that investors have the option to redeem the discount bonds before the maturity period. Even there is a call option clause wherein IDBI also reserves the rights to redeem the deep discount bonds on the following dates and amount payable to the investors:

- I. August 1, 2000 Rs.10,000/-
- II. December 1, 2006 Rs.25,000/-
- III. September 1, 2011 Rs.50,000/-
- IV. June 1, 2016 Rs.1,00,000/-

9. It has come on record that the call option right was exercised by IDBI bank on 1st August, 2000 in conformity and in accordance with the terms and conditions of the bond. It has also come on record that the information about call option was published in the leading newspapers in the year 2000 and afterwards as well. It was for the complainant to convey his correct address to the OPs hence, for the mistake of the complainant himself the OPs cannot be held liable. So far as the entitlement of the complainant as per the call option right is concerned the same is still pending hence complaint needs to be allowed.
10. In view of the above discussion, the present consumer complaint succeeds and the same is accordingly partly allowed. OP is directed as under :-
 - i. To refund amount of ₹10,000/- to the complainant alongwith interest @ 9% per annum from the date of call option i.e. 1st August 2000 till realization.
 - ii. to pay an amount of ₹5000/- to the complainant as compensation for causing mental agony and harassment & litigation expenses.
11. This order be complied with by the OP within 45 days from the date of receipt of its certified copy, failing which, it shall make the payment of the amounts mentioned at Sr.No.(i) above, with interest @

12% per annum from the date of this order, till realization, apart from compliance of direction at Sr.No. (ii) above.

12. Pending miscellaneous application, if any, also stands disposed of.

13. Certified copies of this order be sent to the parties free of charge. The file be consigned.

30/04/2024

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Sd/-
[Pawanjit Singh]
President

Sd/-
[Surjeet Kaur]
Member

Sd/-
[Suresh Kumar Sardana]
Member