

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION  
ERNAKULAM**

**Dated this the 30<sup>th</sup> day of August, 2024**

Filed on: 25/10/2017

**PRESENT**

Shri.D.B.Binu

Shri.V.Ramachandran

Smt.Sreevidhia.T.N

President

Member

Member

**COMPLAINANT**

**C.C. NO. 423/2017**

E.A. Baby, S/o. Appu, Ilanjikkal House, Karukutty P.O., Ankamaly.  
(Rep. by Adv. Arun Ashok Iyyani & Neena James, 3<sup>rd</sup> Floor, Poothulli Building,  
Kombara Junction, Near High Court of Kerala, Kochi -18)

**Vs.**

**OPPOSITE PARTY**

1. The Manager, Federal bank Ltd., A.M. Road, Perumbavoor  
(Rep. by Adv. Varghese J. Punnachalil, 2<sup>nd</sup> Floor, V.B. Udyog, Near  
Matha Tourist Home, St. Vincent Road, Ernakulam North, Kochi 18)
2. The Cash Officer, Federal bank Ltd., A.M. Road, Perumbavoor.
3. The Chairman, Federal Bank Ltd., Aluva.

**FINAL ORDER**

**Sreevidhia T.N., Member:**

**1. A brief statement of facts of this complaint is as stated below:**

The complainant had visited the opposite party's Branch Office at Perumbavoor on 31/08/2017 at noon to deposit an amount of Rs.20,000/- to the bank account of Philip K.K. (A/c. No. 16500100045450) maintained at the Koratty Branch of opposite party Bank for business purpose. The complainant had handed over 10 bundles of cash each containing 100 numbers of Rs.20/- denomination notes to the Cash Officer at the cash counter of the 1<sup>st</sup> opposite party. There was a heavy queue at that time in front of the cash counter of the 1<sup>st</sup> opposite party. The 2<sup>nd</sup> opposite party refused to accept the cash and had requested the complainant to get consent from the Branch Manager. The complainant had approached the Branch manager who instructed the complainant to send money through NEFT/RTGS payment method. The complainant told the Manager that it will take about 3 hours and thereafter the cash was received by the opposite party from the complainant by paying a sum

of Rs.100/- as counting charge. The complainant states that as per the rules of the Federal Bank Rs.50/- shall be charged as counting charges per bundles (of 100 each) for currency denomination of below Rs.50/-. The acts of the opposite party are evident from the CCTV. The complainant states that the act of the opposite party is illegal and had caused mental agony and financial loss to the complainant. Hence the complainant issued legal notice to the opposite party through his advocate and the 1<sup>st</sup> opposite party had issued a reply notice to the complainant.

The complainant states that the cause of action of the instant complaint was on 31/08/2017 and on 12/09/2017 the date on which the legal notice was sent to the 1<sup>st</sup> opposite party and is still continuing. The complainant states that the act of the opposite parties comes under deficiency of service since the opposite parties have accepted an additional amount of Rs.50/- from the complainant as counting charges. Hence the complainant had approached the Commission seeking orders directing the opposite party

- a. To return an amount of Rs.50/- to the complainant.
- b. Rs.5,00,000/- as compensation for the mental agony suffered by the complainant due to the deficient and illegal acts of the opposite party
- c. Rs.5,00,000/- as compensation for the amount illegally received by the opposite party.
- d. A sum of Rs.25,000/- as cost of proceedings.

## **2. Notice**

Notice was issued to the opposite party from this Commission on 07/11/2017. Notice sent to all the opposite parties seen served on 09/11/2017. 2<sup>nd</sup> and 3<sup>rd</sup> opposite parties not appeared before the Commission and did not file version. Hence opposite party No. 2 and 3 were set as ex-parte. Upon notice 1<sup>st</sup> opposite party filed vakalath and version.

## **3. Version of 1<sup>st</sup> opposite party**

The complaint is not maintainable either in law or on facts. The instant complaint is filed on an experimental basis to grab money from the opposite

parties with a concocted story of alleged indecent behaviour and mental agony. It is true that the complainant came to the bank on 31/08/2017. The complainant came about 12.40 pm for remitting an amount of Rs.20,000/- in denomination of Rs.20X1000 (10 bundles having 100 No.s of Rs.20/- notes) to the account of one Philip K.K. in his account with Koratty Branch of the Bank. When the turn of the complainant came he tendered the notes with him to the 2<sup>nd</sup> opposite party. The averments that the complainant approached the opposite party and the opposite party directed the complainant to send the money by NEFT/RTGS are false and hence denied. The complainant intimated the opposite party about the delay is also false.

When the turn of the complainant came in the cash counter he tendered the small denomination notes to the 2<sup>nd</sup> opposite party. The 2<sup>nd</sup> opposite party without delay accepted the notes for remitting the same to the account of the beneficiary and completed the transaction. The entire transaction was completed within a time span of 10 minutes and the complainant had left the counter without any grievance.

It is true that the 2<sup>nd</sup> opposite party due to an inadvertent mistake had collected Rs.100/- as counting charge instead of actual charge of Rs.59/-. As per the rule the cash counting charge applicable is Rs.50/-, that is Rs.5/- for one bundle containing 100 notes (10X5=50). Apart from that a sum of Rs.9/- is to be collected as GST. Thus the total amount collected is Rs.59/- only. The collection of Rs.100/- from the complainant was an inadvertent mistake from the part of 2<sup>nd</sup> opposite party and the same was noticed only when the lawyer notice sent by the complainant was received. Immediately on realising the mistake the excess amount of Rs.41/- collected from the complainant was credited in the account of beneficiary Sri. Philip K.K. on 16/09/2017. This was done because there was no account for the complainant with the bank.

There is no deficiency in service from the part of the opposite party in the case as alleged by the complainant. The amount mistakenly collected by the

complainant was remitted to the account of the beneficiary on 16/09/2017 itself and since the excess amount collected has already been returned and the complainant is not entitled to get any reliefs from the opposite party.

#### **4. Evidence**

Evidence in this case consists of the proof affidavit filed by the complainant and documentary evidence filed by the complainant which were marked as Exbt. A1 to A4. Complainant is cross examined by opposite party's counsel and his depositions are recorded as 'PW1'.

Opposite party filed one document Exbt. B1 (Certified extract of the Account Statement of Philip K.K.) is marked from the side of opposite party. Opposite party also filed proof affidavit on 10/03/2024. The Manager of the opposite party was cross examined by the counsel for complainant and his deposition was marked as 'DW1'. Both parties filed argument notes and the matter posted for final orders.

#### **5. The issues came up for consideration in this case are as follows.**

1. Whether any deficiency in service or unfair trade practice is proved from the side of the opposite party towards the complainant?
2. If so, reliefs and costs?

For the sake of convenience we have considered issue No. (1) and (2) together.

The case of the complainant is that the opposite party had illegally charged Rs.50/- from the complainant. As per the Bank's Regulations, the Bank should only charge Rs.5/- per section of a 100 note bundle for currencies of Rs.50/- or less denomination. The complainant had handed over 10 bundles of cash each containing 100 No.s of Rs.20/- denomination notes to the opposite party. The cash was received by the opposite party from the complainant by paying a sum of Rs.100/- as counting charges. The complainant states that opposite party had illegally collected Rs.50/- from the complainant and hence prayed to get the reliefs sought for by the complainant in his complaint.

We have verified the facts of the case, version filed by the opposite party and the documents and evidence filed from both the parties.

Exbt. A1: Voucher receipt issued by the bank dated 31/08/2017 for Rs.20,100/- (20000 + 100 as counting charges)

Exbt. A2: Lawyer notice sent to the opposite party by the complainant dated 12/09/2017

Exbt. A3: Reply notice sent by the opposite party to the complainant dated 09/10/2017

Exbt. A4: Circular issued by the Federal Bank with respect to the counting charges

Opposite party's documents

Exbt. B1: Bank account statement of the beneficiary's account Philip K.K. from 01/08/2017 to 30/09/2017

#### **Arguments of the complainant**

The 2<sup>nd</sup> opposite party had imposed a charge of Rs.100/- for cash counting charge. As per the bank's regulations the opposite party should charge only Rs.50/- as counting charges from the complainant and the entire incident was captured on the bank's CCTV cameras. The complainant also states that the 1<sup>st</sup> opposite party in their version, proof affidavit as well as in the Exbt. A3 reply notice that they have mistakenly and illegally deducted excess amount from the complainant. The same was admitted in the cross exam of DW1 also. The complainant argued that opposite party ought to have deducted Rs.50/- only as per Exbt. A4 but the opposite party contended that Rs.59/- is the actual amount including the GST. But the same is not mentioned anywhere in Exbt. A4.

Another contention of the complainant is that the opposite party bank had refunded the amount due to the complainant to the beneficiary account of Mr. Philip K.K. and the non-refunding of the amount to the original remitter itself is a deficiency in service.

#### **Arguments made by the opposite parties**

As per the rule the cash counting charge applicable is Rs.50/- that is Rs.5/- for one bundle containing 100 notes (10X5=50). Apart from that a sum of Rs.9/- is to be collected as 18% GST. Thus the total amount is to be collected is Rs.59/- only. The opposite party admitted that the collection of Rs.100/- from the complainant was a mistake from the part of 2<sup>nd</sup> opposite party.

The excess amount of Rs.41/- collected from the complainant was credited to the account of the beneficiary Sri. Philip K.K. on 16/09/2017.

We have thoroughly verified the facts of the case, version filed by the opposite parties and the documents and evidence from both sides. As per Exbt. A4 circular issued by the opposite party, they should charge Rs.5/- per section of a 100 notes bundle for currencies of Rs.50/- or less denomination. The complainant handed over 10 bundles each containing 100 numbers of Rs.20/- denomination notes to the 2<sup>nd</sup> opposite party. Hence the opposite parties are liable to collect Rs.50/- only from the complainant as counting charges. Instead they had mistakenly collected Rs.100/- from the complainant. On 12/09/2017, the complainant had sent a lawyer notice to the cash officer of the opposite party asking compensation for the deficiency in service from their part. The opposite party had sent a reply letter to the complainant's counsel on 09/10/2017 stating that the actual counting charge was Rs.59/- and they had transferred an amount of Rs.41/- to the account of the beneficiary and hence there is no deficiency in service from their part. The contention of the opposite party is not tenable. The opposite party had credited an amount of Rs.41/- to the account of the beneficiary on 16/09/2017 only, which is after the date on which the lawyer notice was sent to the opposite party by the complainant on 12/09/2017. As per Exbt. B1, an amount of Rs.59/- also was debited from the account of the beneficiary Sri. Philip K.K. on 02/09/2017 towards charges/AWB/31/08/2017 20,000/-. The opposite party has not produced any evidence to prove that they can charge GST 18% from the complainant for

Rs.50/- which is calculated as charges for counting of 10 bundles having 100 No.s of Rs.20/- denomination notes.

On cross examination of the complainant on 24/12/2019 the complainant has admitted that he has no account with the opposite party bank and the bank account of the complainant is maintained at Bank of India, Indian Bank, HDFC Bank etc. The complainant also deposed that he has no account with the Federal Bank, Perumbavoor Branch.

We have analyzed that the phone number and address of the complainant was mentioned in the Exbt. A2 lawyer notice. Hence the contention of the opposite party bank that the excess amount collected was transferred to the beneficiary account since the complainant has no account with the opposite party is not reasonable. If the opposite party had any good intention they would have atleast called the mobile phone of the complainant and refund the amount. The bank could have just called the counsel for the complainant and made arrangements if they wanted to do so. Hence we observed that non-refunding of the amount to the original remitter is a deficiency in service from their part. The bank transferred the excess amount to the beneficiary account only when a lawyer notice was sent to them. Issue No. (1) is proved in favour of the complainant. The bank is entitled to charge Rs.50/- from the complainant as counting charge and hence liable to refund the balance amount of Rs.50/- to the complainant. The complainant had to suffer mental agony, pain and other hardships due to the deficient act of the opposite party and hence the opposite parties are liable to compensate the complainant.

In the result the complaint is partly allowed and the following orders are hereby passed.

1. The opposite parties shall refund an amount of Rs.50/- (Rupees fifty only) to the complainant since they have collected an excess amount of Rs.50/- from the complainant on 31/08/2017 towards counting charges.

2. The opposite parties shall pay an amount of Rs.3,000/- (Rupees three thousand only) as compensation to the complainant.
3. The opposite parties shall pay an amount of Rs.5,000/- (Rupees five thousand only) as cost of proceedings to the complainant.
4. The liability of the opposite parties shall be jointly and severally.

The opposite parties are made liable to make the payment within a period of 30 days from the date of receipt of a copy of this order. If the order is not complied with the opposite party within 30 days the amount ordered vide (1) and (2) above shall attract interest at the rate of 9% per annum from the date of order till the date of realization.

Pronounced in the Open Commission on this the 30<sup>th</sup> day of August, 2024.

Sreevidhya P.N. Member

D.B.Binu, President

V.Ramachandran, Member

#### Appendix

#### Complainant's Evidence

- Exbt. A1: Voucher receipt issued by the bank dated 31/08/2017 for Rs.20,100/-  
 Exbt. A2: Lawyer notice sent to the opposite party by the complainant dated 12/09/2017  
 Exbt. A3: Reply notice sent by the opposite party to the complainant dated 09/10/2017  
 Exbt. A4: Circular issued by the Federal Bank with respect to the counting charges

#### Opposite party's Exhibits

- Exbt. B1: Bank account statement of the beneficiary's account Philip K.K. from 01/08/2017 to 30/09/2017

#### Depositions:

- PW1: E.A. Baby, Complainant  
 DW1: Jenib J, Manager of 1<sup>st</sup> opposite party

Despatch date:  
 By hand: By post  
 kp/

CC No. 423/2017  
 Order Date: 30/08/2024