

**IN THE DELHI STATE CONSUMER DISPUTES REDRESSAL COMMISSION**

**Date of Institution** : 01.01.2019  
**Date of Reserving the order** : 02.05.2024  
**Date of Decision** : 11.06.2024

**FIRST APPEAL NO.- 343/2019****IN THE MATTER OF**

ICICI BANK LTD.

2<sup>nd</sup> Floor, ICICI Bank Tower,

NBCC Place, Bhishma Pitamah Marg

New Delhi-110003

(Through its authorized representative Sh. Sanjay Sharma

**(Through: Mr Hemant Gupta, Advocate)**

**.....Appellant**

**VERSUS**

Ramashray Bhakta

S/o Late Sh. R.K. Bhakta

R/o House No.R-26, Maharani Enclave Ext

Hastal Nawada Road,

Uttam Nagar, Delhi-110059

**(Through: Mr Ajeet Singh, Advocate )**

**.....Respondent**

**CORAM:**

**HON'BLE MS. PINKI, MEMBER (JUDICIAL)**

**HON'BLE MS. BIMLA KUMARI, MEMBER (FEMALE)**

1. Whether reporters of local newspapers be allowed to see the judgment?  
Yes
2. To be referred to the reporters or not? Yes

Present: Mr Parth Kaushik, Ld. counsel for the appellant

Ms Sunita Chola, Ld. counsel for the respondent

**HON'BLE MS. BIMLA KUMARI, MEMBER (FEMALE)**

**ORDER**

1. By this judgment, we shall dispose of the appeal which has been filed by the appellant against the impugned order dated 14.03.2019 passed by District Consumer Dispute Redressal Forum, West Janakpuri in complaint case no. 122/2015 titled as Ramashray Bhakta vs ICICI Bank.

2. Brief facts as per the complaint are that the complainant deposited a sum of Rs. 50,000/- on 19.07.2010 with the opposite party on the advice of Branch Manager, Mr Abhishek Verma and bank clerk, Dhananjay Ojha, who assured the respondent/complainant that his money would be doubled in 5 years. They provided the requisite form and obtained the signature of complainant. They told him that they themselves would fill up the form and the complainant in the good faith put his signature because Mr Abhishek Verma and Mr Dhananjay Ojha belonged to his native place. It was the case of the complainant that both officials wrote wrong mobile no. on the papers so that the complainant could not be informed about his deposits. In the year 2014, the complainant wanted to withdraw the money for treatment of his wife. But he was told by the opposite party that his money was deposited in Pension Plan. The complainant is a senior citizen and did not want pension plan because he was already getting pension from Indian Air force. The

complainant had prayed in his complaint that his money be restored to him along with interest.

3. The opposite party filed reply before the District Forum wherein it was submitted that there was no deficiency in service on the part of the opposite party. In fact, the complainant had applied for '**ICICI Prudential Life Insurance Policy**' by signing the requisite form. Therefore, the allegations of the complainant that he was misled and misinformed by the opposite party are totally wrong and baseless. He is retired gazetted officer of Indian Air Force. The complainant entered into contract with the opposite party after being fully aware of the terms and conditions of the plan. He was given ample opportunity for free look but during that period of free look he never approached the appellant for cancellation of the policy. The opposite party prayed for dismissal of the complaint.

4. The complainant and opposite party filed their respective evidence by way of affidavit before the District Forum as well as the written submissions.

5. After hearing counsel for the parties, the District Forum passed the following order:-

*5. The controversy involved in the present case as to whether the complainant has really deposited Rs. 50,000/- in Pension Plan or in fixed deposit. The complainant was persuaded by officials of the OP, who belonged to the native place of complainant and believed their version. The complainant deposited the amount and signed the requisite form.*

*6. We have gone through the application form of OP. The print is so dim/thin that nothing can be made out of it. OP appears to have designed the application Form in such a way*

*that no one can read the same except with the help of microscope. This is no less than application of unfair practice on hapless people who are trapped in the mischievous trick of the financial institutions. The complainant has submitted that as per RBI guidelines the alleged Pension Plan cannot be offered to a person beyond the age of 45 years whereas he was at the age of 68 years when he deposited Rs. 50,000/- with OP. From the facts and circumstances of the case the OP committed deficiency by playing unfair practice, therefore, the complaint is allowed.*

*7. In the light of circumstances stated above the OP is directed to refund amount or Rs. 50,000/- deposited by complainant with interest applicable to FDR deposit till payment in favour of complainant to be paid by OP within 45 days from receipt of this order failing which interest @ 6% from the date of institution of complaint till realization shall be levied. The complainant is also awarded a sum of Rs. 20,000/- towards mental agony, harassment and litigation expenses against OP.*

*Copy of this order be sent to the parties as per rules”.*

6. It is the case of the appellant that the impugned order passed by the District Forum is totally illegal, arbitrary and not sustainable in the eyes of law. The respondent was not a ‘consumer’. The impugned order is based on surmises and conjectures. The District Forum did not appreciate the contentions and pleadings of the appellant and relied upon the allegations mentioned by the respondent without any cogent evidence. The complaint filed by the respondent was barred by limitation and the respondent did not file any application before the District Forum for condonation of delay in filing the complaint. The District Forum has miserably failed to consider that the policy was taken by the respondent on 19.07.2010. The respondent himself wrote a letter dated 19.07.2014 to the Chairman of ICICI Prudential Life Insurance Company Ltd, wherein he stated that after

purchase of the policy from ICICI Prudential Life Insurance Company Ltd he received a booklet of the policy. After receipt of that booklet, the respondent did not even complain to ICICI Prudential Life Insurance Company Ltd that he did not want to avail the policy. The respondent was given a free look period of 15 days to get the policy cancelled if the same was not satisfactory. But the respondent chose otherwise. The intention of the respondent was to take undue benefit and enrichment by making a false and frivolous complaint against the appellant.

7. It is further case of the appellant that the complaint disclosed complicated questions of facts, which were required to be adjudicated by the civil court and the District Forum should have relegated the complainant to approach Civil Court. The respondent in para 8 of his rejoinder has stated that he was cheated by the appellant and the allegations of fraud and forgery can only be dealt with by the Civil Court, as detailed evidence were required to be led by the parties to extract the real truth. The respondent paid the premium of the policy vide cheque no. 000360 on 29.07.2010 and the appellant bank did not receive any instruction from the respondent as not to honour the cheque. The respondent has erroneously impleaded the appellant because the contract was directly between the respondent and the ICICI Prudential and all the documents were executed by the respondent in favour of ICICI Prudential Life Insurance Company Ltd.

8. It is the further case of the appellant that Ld. District Forum did not deal with the objections of the appellant which were taken by the appellant in para 5 of its written statement, filed before the District Forum. The respondent knowingly did not file the complete set of policy papers sent by the ICICI Prudential Life Insurance Company

Ltd as well as the communication entered by the respondent with ICICI Prudential Life Insurance Company Ltd. There was no privity of contract between the appellant and the respondent and the entire cause of action was lying against the ICICI Prudential Life Insurance Company Ltd only. The impugned order dated 14.03.2019 passed by the District Forum is practically non-est and devoid of merits and is liable to be set aside. The respondent is well educated person and it is unreasonable on his part to urge that he was not aware of the contract after taking services from ICICI Prudential Life Insurance Company Ltd.

9. The respondent has filed reply to the appeal, wherein he has submitted that the appeal is liable to be dismissed as it is a gross misuse of process of law. The appeal has been filed by the appellant only to harass the respondent. The officials of the appellant bank pressurized the respondent to invest money in the FDR and tempered with the amount of the respondent. The impugned order dated 14.03.2019 passed by the District Forum is just and fair and has been passed in accordance with the facts of the case, after applying the judicial mind.

10. Both the parties have filed their respective written arguments.

11. We have gone through the material on record.

12. The only question for consideration is **whether there is any material illegality or irregularity in the order dated 14.03.2019 passed by the District Forum.**

13. It is worth noting that the appellant had categorically stated in its written statement before the District Forum that

the respondent had applied for ICICI Prudential Life Insurance policy, namely, **“ICICI Pru Life Stage Pension Advantage”** and signed the requisite forms. It is worth noting that the respondent is a retired gazetted officer of Indian Air force and is a literate person. In these circumstances, it cannot be believed that he had entered into the contract without persuing the terms and conditions of policy before putting his signature on the documents. It is note-worthy that the respondent was also given 15 days free look period to go through the documents and he was at liberty to get the policy cancelled if the same was not found satisfactory. But the respondent did not avail of that option. It is also worth noting that the policy required yearly premium for 10 years. The policy was taken by the respondent in July 2010 and he needed money in 2014 for treatment of his wife, as per the case of the respondent. When he wanted to withdraw the money in 2014, he came to know that his money was deposited in Pension Plan. During the period from 2010 to 2014, he must be paying the premium and communicating ICICI Prudential Company Ltd., as per the documents annexed by him. It is also worth noting that in the written statement, the appellant has categorically prayed for dismissal of the complaint for non-joinder of the necessary party and categorically stated that no amount was deposited by the respondent with the appellant bank. In these circumstances, we are of the considered view that Ld. District Forum should have dealt with the objections of the appellant that the complaint was bad for non-joinder of necessary party.

14. Since, the respondent had taken the policy from ICICI Prudential Life Insurance Company Ltd and the respondent had been paying the yearly premium since 2010 and policy was issued by ICICI Prudential Life Insurance Company Ltd, we are of the considered view that ICICI Prudential Life Insurance Company Ltd was a necessary

party. We are also of the view that the complaint filed by the complainant was bad on account of non joinder of necessary party as respondent never approached the ICICI Prudential Life Insurance Company Ltd for cancellation of the policy, despite the fact that free look period of 15 days was given to the respondent to go through the terms and conditions of the policy. In these circumstances, we find no merits in the contention of respondent that he was not aware of fact that his money was deposited in Pension Plan.

15. To deal with this issue we would like to refer the judgment of **Hon'ble High court of Madras in case of K.M. Madhavakrishnan vs. S.R. Sami and Ors. [(1980) 2 MLJ 398]**, which is reproduced here under:

***"The general rule of law is that a party of full age and understanding is normally bound by his signature to a document whether he reads it or understands it or not. Equity does not save people from the consequences of their own folly but will save them from being victimised by other people."***

16. In these facts and circumstances of the case, the case is remanded back to the District Forum with direction to decide the case afresh on merits after ICICI Prudential Life Insurance Company Ltd is impleaded in the array of parties.

17. Since, the complaint filed by the respondent/complainant is pertaining to the year 2015 and the respondent is a senior citizen, Ld. District Forum is directed to implead ICICI Prudential Life Insurance Company Ltd in the array of parties so



that further time be not wasted by the respondent in moving the application before the District Forum for impleadment of ICICI Prudential Life Insurance Company Ltd.

18. In view of above observations, the appeal filed by the appellant bank is hereby disposed of.

19. However, in the facts and circumstances of the case the parties shall bear their own costs.

20. Applications pending, if any, stand disposed of in terms of the aforesaid judgment.

21. A copy of this judgment be provided to all the parties free of cost as mandated by the Consumer Protection Act, 1986.

22. The judgment be uploaded forthwith on the website of the commission for the perusal of the parties.

23. Appeal files be consigned to record room along with a copy of this Judgment.

24. Trial court record, if any, be sent back alongwith copy of this Judgment.

(PINKI)  
Member (Judicial)

(BIMLA KUMARI)  
Member (Female)

**PRONOUNCED ON 11.06.2024**