



WEB COPY



WP No. 388 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 03-03-2026

CORAM

THE HON'BLE MR JUSTICE M.DHANDAPANI

**WP No. 388 of 2024 and
W.M.P.No.434 of 2024**

Indian Bank
Patchur Branch, 1/74 Main Road,
Kuppam Road,
Near Mariyamman Temple,
Tirupattur District,
Rep. By Its Branch Manager

..Petitioner(s)

Vs

1. The Superintendent Of Post Offices,
Office of the Superintendent of Post Offices,
Department of Posts, Tirupattur Division,
Tirupattur
2. The Post Master
Alangayam Post Office,
Gandhi Road Opp. Police Station,
Alangayam Vellore 635 701
3. M.Mohan
S/o. Marimuthu,
No. 30 Thendral Nagar,
Bye Pass Road,
New Town, Vaniyambadi

..Respondent(s)

Prayer: Writ Petition filed under Article 226 of Constitution of India for issuance of a Writ of Certiorarified Mandamus for calling for the records of the



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1st respondent in its communication No. SB/ KVP- NSC/ dlgs Tirupattur- 635 601 dated 25.09.2023 and quash the same and consequently direct the respondents 1 and 2 to pay the maturity amounts of the NSC certificates morefully described in the annexure to the Writ Petition to the petitioner -Bank

For Petitioner(s): Mr.T.Sundar Rajan

For Respondent(s): Mr. C. Samivel,
Senior Panel Counsel for R1 & R2
No appearance - R3

ORDER

This petition has been filed to call for the records of the 1st respondent in its communication No. SB/ KVP- NSC/ dlgs Tirupattur- 635 601 dated 25.09.2023 and quash the same and consequently direct the respondents 1 and 2 to pay the maturity amounts of the NSC certificates morefully described in the annexure to the Writ Petition to the petitioner -Bank.

2. The brief facts of the case leading to the filing of the Writ Petition are as follows:-

2.1. The 3rd respondent, who was the staff of Petitioner-Bank, availed loan from the petitioner-Bank by pledging the National Savings Certificate Bonds and thereafter retired on 31.05.2014 and closed the loan. The original National Savings Certificate Bonds were not traceable by the petitioner and the 3rd respondent without cooperating with the petitioner Bank to obtain



duplicate copies of the National Savings Certificate Bonds filed a Consumer Complaint in C.C.No.4 of 2017 before the District Consumer Disputes Redressal Forum, Vellore. The said authority allowed the complaint and directed the petitioner-bank to return the original National Savings Certificates or the Duplicate Savings Certificates within a period of one month with interest at the rate of 12% from the date of maturity on the maturity value from 26.03.2016 to till date of realisation and if the Bank fails to return the original or duplicate certificates, then, further, directed to pay the maturity value of Rs.1,60,100/- together with interest at 12% from 26.03.2016 to till date of realisation and also directed the Bank to pay a sum of Rs.30,000/- towards mental agony and a sum of Rs.5000/- towards costs within a period of one month from the date of order failing which it would carry interest at 12% per annum.

2.2 Though the petitioner, by way of a letter dated 26.06.2019 requested the 3rd respondent to co-operate with them to obtain the duplicate copies, the 3rd respondent failed to do so. The petitioner herein preferred an Appeal in F.A.No.275 of 2019 before the State Consumer Disputes Redressal Commission as against the order of the District Consumer Disputes Redressal Forum, Vellore and the same was dismissed on 27.01.2023. The petitioner-bank sent a request letter dated 08.06.2023 to the 2nd respondent to provide



duplicate copies of the National Savings Certificate Bonds. The 1st respondent sent a reply dated 21.06.2023 indicating that as per their records, the National Savings Certificates were not pledged to any authority. In the meanwhile, the 3rd respondent filed E.A.No.8 of 2019 and the petitioner-Bank complied the order of the District Consumer Disputes Redressal Forum by depositing two Fixed Deposit receipts for a sum of Rs.1,60,100/- and Rs.1,90,017/- and the same were recorded by District Consumer Disputes Redressal Forum and the said amounts were withdrawn by the 3rd respondent. Though the petitioner-Bank has already paid the entire amount with interest to the 3rd respondent, the request of the petitioner to discharge National Savings Certificate Bonds, as the maturity value with interest has already been paid by the bank to the 3rd respondent, the 1st respondent has issued the impugned communication dated 25.09.2023 stating that the maturity proceeds cannot be settled on favour of the petitioner's bank. Hence this petition.

3. The learned counsel appearing for the petitioner would submit that the 3rd respondent has no claim with the 2nd respondent, since the entire amount payable by the 2nd respondent was paid by the petitioner-Bank to the 3rd respondent, as per the order passed by the District Consumer Disputes Redressal Forum and confirmed by the State Consumer Disputes Redressal Commission, therefore, no prejudice would be caused to the 2nd respondent, if the entire amount is settled to the petitioner-bank.



4. The learned counsel for the respondents 1 and 2 would submit that when the Original National Savings Certificate is misplaced, the person, who deposited the said certificate is alone entitled to the duplicate certificate and the petitioner's bank has nothing to do with the 2nd respondent, thereby pleaded to dismiss the present Writ Petition.

5. Heard the learned counsel appearing for the petitioner and the learned counsel appearing for the respondents 1 and 2 and perused the entire documents placed on record.

6. It is an admitted fact that the 3rd respondent deposited the amount of Rs.1,00,000/- with the 2nd respondent and obtained National Savings Certificate and it is equally undisputed fact that the 3rd respondent pledged the said National Savings Certificates and obtained loan and the loan amount was settled by the 3rd respondent after retirement. However, the petitioner – Bank did not return the National Savings Certificate to enable the 3rd respondent to collect money from the 2nd respondent.

7. It is pertinent to point out that the 3rd respondent approached the District Consumer Disputes Redressal Forum, Vellore at Vellore District and the said Authority, by way of an order dated 14.05.2019, directed the



petitioner-Bank to return the Original national Savings Certificates or Duplicate National Savings Certificates within a period of one month with interest at 12% from the date of maturity, on the matured value from 26.03.2016 till the date of realisation and if the petitioner-bank is not in a position to return the original or duplicate national savings certificates, they are directed to pay the maturity value of Rs.1,60,100/- along with interest at 12% from 26.03.2016 to till the date of realization. Further, the said authority directed the petitioner-bank to pay a sum of Rs.5,000/- towards cost of the proceedings and for deficiency in service and mental agony a sum of Rs.30,000/- was awarded. The amounts were directed to pay within a period of one month from the date of order, failing which the above amounts of Rs.35,000/- shall carry interest at the rate of 12% from the date of order till the date of realisation. As against the same, the petitioner preferred an Appeal before State Consumer Disputes Redressal Commission and the same was dismissed.

8. Further, in compliance to the order passed by the District Consumer Disputes Redressal Forum, Vellore, the petitioner paid a sum of Rs.3,52,016/- to the 3rd respondent. When the petitioner has misplaced the original national savings certificate and approached the 3rd respondent seeking duplicate certificate, the 3rd respondent has approached the District Consumer Disputes Redressal Forum, Vellore, wherein the petitioner was directed to pay *a sum of Rs.1,60,100/- along with interest at 12% from 26.03.2016 to till the*



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date of realization. Further, the said authority directed the petitioner-bank to pay a sum of Rs.5,000/- towards cost of the proceedings and for deficiency in service and mental agony a sum of Rs.30,000/- was awarded. The amounts were directed to pay within a period of one month from the date of order, failing which the above amounts of Rs.35,000/- shall carry interest at the rate of 12% from the date of order till the date of realisation. thereafter, the petitioner approached the State Consumer Disputes Redressal Commission and the same was dismissed, therefore, the petitioner has paid the entire amount to the 3rd respondent as directed by the District Consumer Disputes Redressal Forum, Vellore . Therefore, the petitioner is entitled to the said amount lying with the 2nd respondent, which is payable to the 3rd respondent. Therefore, there shall be a direction to the 2nd respondent to refund the entire amount, which is payable to the 3rd respondent to the petitioner-Bank, within a period of four weeks from the date of receipt of copy of copy of this order after obtaining appropriate Indemnity Bond from the petitioner's Bank.

In the result, the Writ Petition is allowed and the impugned order dated 25.09.2023 passed by 1st respondent is set aside. Consequently, connected miscellaneous petition is closed. No costs.

03-03-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No



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1. The Superintendent Of Post
Offices, Office Of The Superintendent Of Post
Offices, Department Of Posts, Tirupattur
Division, Tirupattur
2. The Post Master
Alangayam Post Office, Gandhi Road Opp.
Police Station, Alangayam Vellore 635 701



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M.DHANDAPANI, J.

ssd

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