

**H.P. STATE CONSUMER DISPUTES REDRESSAL COMMISSION,
SHIMLA.**

(1) **First Appeal No. :** 05/2024
Date of Presentation: 05.01.2024
Reserved on : 29.10.2025
Date of Order : 11.11.2025

Sh. Chander Paul Sood, S/o late Sh. Jagdish Chand Sood, R/o Flat No.5, Block-O, Housing Board Colony, Keleston, Shimla-171001.

.....**Appellant/Complainant.**

Versus

Sardar Sarovar Narmada Nigam Limited, Block No.12, New Sachivalaya Complex, Gandhinagar-3802010 (Gujarat). Through its Authorized Signatory.

..... **Respondent/Opposite Party.**

.....
For the Appellant:

**Mr. Manoj Sharma, Advocate vice
Mr. Peeyush Verma, Advocate.**

For the Respondent:

**Ms. Prachi Panwar, Advocate vice
Mr. Dheeraj Kanwar, Advocate.**

(2) **First Appeal No.:** 257/2023
Date of Presentation: 07.11.2023
Reserved on: 29.10.2025
Date of Order: 11.11.2025

Sardar Sarovar Narmada Nigam Limited, Block No.12, New Sachivalaya Complex, Gandhinagar-3802010 (Gujarat).

.....**Appellant/Opposite Party.**

Versus

Sh. Chander Paul Sood, S/o late Sh. Jagdish Chand Sood, R/o Flat No.5, Block-O, Housing Board Colony, Keleston, Shimla-171001.

..... **Respondent/Complainant.**

Coram

Hon'ble Mr. Justice Inder Singh Mehta, President.
Hon'ble Ms. Yogita Dutta, Member.

Whether approved for reporting?¹ Yes.

**For the Appellant: Ms. Prachi Panwar, Advocate vice
Mr.Dheeraj Kanwar, Advocate.**

**For the Respondent: Mr. Manoj Sharma, Advocate vice
Mr.Peeyush Verma, Advocate.**

.....
Justice Inder Singh Mehta, President.

ORDER :-

The instant appeals are arising out of common order dated 29.09.2023 passed by learned District Commission, Shimla in consumer complaint No.18/2018 titled Shri Chander Paul Sood Versus Sardar Sarovar Narmada Nigam Limited, whereby, the complaint of the complainant was allowed and the opposite party was directed to pay a sum of Rs.61,000/- to the complainant alongwith interest @ 9% per annum, from the date of filing of the complaint till its actual payment. The opposite party was further directed to pay a sum of Rs.25,000/- to the

¹ *Whether Reporters of the local papers may be allowed to see the order?*

complainant as compensation for mental harassment and agony and a sum of Rs.20,000/- as litigation costs.

Brief facts of the Case:

2. Brief facts of the case are that the opposite party/Sardar Sarovar Nigam Ltd. had offered redeemable “Deep Discount Bonds” to the general public on payment of Rs.3,600/- in the nature of Promissory Note and face value of bond on its maturity was Rs.1,11,000/-. The complainant also purchased a bond from the opposite party bearing certificate No.438086 Registered Folio No. SN 431714, Distinctive No.348086-438086 dated 07.01.1995 by paying a sum of Rs.3,600/-. Maturity date of bond was fixed as 01.11.2014. An option was also given to the bond holders to redeem the bond at the end of 7, 11 and 15 years from the date of allotment, however, no option was given to the opposite party to redeem the same before 11.01.2014. After the maturity of the bond, the complainant submitted the said bond alongwith all the documents vide registered AD letter dated 19.12.2015 to the

opposite party but on 10.01.2016, the complainant has only received an amount of Rs.45,360/- after deducting TDS of Rs.4,650/- instead of Rs.1,11,000/- from the opposite party. The opposite party paid Rs.61,000/- less than the agreed amount to the complainant. The complainant issued a letter dated 28.12.2016 to the opposite party to pay balance amount of Rs.61,000/-, but to no effect. The said act on the part of the opposite party/Sardar Sarovar is deficiency in service. Hence, the present complaint.

3. In reply, the opposite party has stated that on September 29, 1993, the opposite party had issued a prospectus to issue 'Deep Discount Bonds' on the face value of Rs.1,11,000/- each at the discounted price of Rs.3,600/- per Bond with a maturity period of 20 years from the date of allotment. Rate of interest under the Bonds was in excess of 18%. In view of this, it was necessary to redeem the bonds before the maturity date to save additional interest burden for the period from 2009 to 2014. Thereafter, Board of Directors

of the opposite party held a meeting on November, 3, 2008 and decided to redeem the bonds earlier and determined the date for such redemption as January 10, 2009 with deemed face value of Rs.50,000/- per Bond. Notice for redemption was published in Newspaper Times of India, all India Editions and was also put on website of the opposite party www.sardarsarovardam.org. Individual notices were also sent to all the Bond Holders including complainant, explaining the procedure for claiming the redemption amount as on January 10, 2009, but the complainant did not come to redeem his bond as on January 10, 2009, for the reason best known to him. The complainant approached the opposite party for redemption of bond on 19.12.2015 and amount of Rs.45,360/- after deducting TDS amount of Rs.4,640/- was remitted to the complainant as per face value of Rs.50,000/- as was fixed in the meeting held on 03.11.2008 and the complainant received the said amount without any protest. Now at this stage, the complainant is not entitled for any balance amount as the

redemption amount has already been paid to the complainant. There is no deficiency in service on the part of the opposite party. A prayer for dismissal of complaint was made.

4. The complainant filed rejoinder denying the allegations of the opposite party in the reply and reasserted the averments as contained in the complaint.

5. Thereafter, the parties led evidence in support of their respective pleadings.

6. After hearing the parties, learned District Commission allowed the complaint of the complainant.

7. Feeling dissatisfied and aggrieved by the order of learned District Commission, the complainant and opposite party have filed these two separate appeals.

8. Arguments heard on behalf of the parties and perused the record of the case file carefully.

9. Learned counsel of the appellant/complainant has submitted that respondent/Sardar Sarovar Nigam had offered 'Deep Discount Bonds' to the general public on payment of

Rs.3600/- per bond and the face value of the said bond on its maturity was Rs.1,11,000/-. He has further submitted that complainant had also applied for the said bond by paying of Rs.3600/-. Maturity date of bond was fixed as 11.01.2014. After maturity of the said bond, on 11.01.2014, respondent/ opposite party paid only Rs.45,360/- instead of Rs.1,11,000/- and less amount of Rs.61,000/- was paid to the complainant. He has further submitted that thereafter, complainant sent notice to the respondent but no reply has been received. He has further submitted that thereafter, complainant filed the complaint before learned District Commission which was allowed and remaining amount was awarded to the complainant alongwith interest @ 9% per annum from the date of filing of complaint. He has further submitted that the complainant is entitled for the interest from the date of maturity of bond i.e. from 11.01.2014 and not from filing of complainant and as such, impugned order is required to be modified in this regard. He has further submitted that appeal

of the appellant/complainant be allowed and respondent be directed to pay interest @ 9% w.e.f. 11.01.2014 along with exemplary costs.

10. On the other hand, learned counsel of the respondent/appellant/opposite party has submitted that no cause of action has arisen in favour of the complainant to file the complaint before the learned District Commission, as the registered office of appellant-Nigam is situated at Gandhinagar, therefore, the impugned order is bad in law. She has further submitted that appeal of the appellant/complainant be dismissed and appeal filed by the respondent/opposite party be allowed.

FINDINGS:

11. The admitted fact emerging on record is that the complainant purchased a 'Deep Discount Bond' (Annexure-A) on payment of Rs.3,600/- bearing certificate No.438086 dated 07.01.1995 from the opposite party/Sardar Sarovar. Maturity date of the bond in question was dated 01.11.2014 and

maturity amount of per bond was Rs.1,11,000/- (One Lakh eleven thousand).

12. It is further an admitted fact emerging on record that option was given to the bond holders to redeem the bond at the end of 7, 11 and 15 years from the date of allotment.

13. The plea of the complainant is that after the maturity of the bond, in question, in the year 2014, he submitted all the documents to the respondent/opposite party through registered post to remit the maturity amount of Rs.1,11,000/- in his account but the respondent/opposite party instead of paying the maturity amount of Rs.1,11,000/- has only paid Rs.45,360/- after deducting TDS of Rs.4,650/-. Balance/less amount of Rs.61,000/- was not paid to the complainant despite issuing notice, which is deficiency in service on the part of the opposite party.

14. On the other hand, respondent/Sardar Sarovar has specifically alleged that Board of Directors of the opposite party/Sardar Sarovar held a meeting on November, 3, 2008

and decided to redeem the bonds earlier. Date to redeem the bond was fixed as January 10, 2009 with face value of Rs.50,000/- per Bond. Notices in this regard were published in News paper and on the website of the opposite party. Individual notices were also sent to the bond holders including complainant at their addresses given to the opposite party but the complainant did not come to redeem his bond on 10.01.2009 for the reason best known to him.

15. Perusal of bond certificate (Annexure-A) indicates that said bond was issued in the name of complainant. Price of the bond is mentioned as Rs.3,600/- and face value of bond is Rs.1,11,000/-. Maturity date of bond is fixed as 11th January, 2014.

16. As per condition No.7 of the bond, consent of at least three fourth bond holders is also required to modify the conditions. The said condition No.7 is reproduced as under:-

“The rights, privileges and conditions attached to the Bonds may be varied, modified and abrogated with the consent in writing of the Holders of atleast three fourth of

the outstanding amount of the Bonds by a Special Resolution passed at a Meeting of the Bondholders provided that nothing in such consent or resolution shall be operative against the Company where such consent or resolution modifies or varies the terms and conditions governing the Bonds if the same are prejudicial to the interests of the Company.”

17. The aforesaid condition clearly indicates that consent of bondholders is also required to modify the conditions of the bond but in the instant case, the respondent/opposite party has nowhere stated either in its reply or affidavit that any consent was taken from the bond holders to redeem the bonds before the maturity date. The said act on the part of the opposite party amounts to deficiency in service.

18. The contention taken by the respondent/appellant/opposite party that notice to claim the redemption amount was issued to the complainant loses its significance as the complainant has specifically denied in his rejoinder that he has received any notice from the opposite party at any point of time.

19. To prove the aforesaid fact the appellant/opposite party has only filed the affidavit of Sh. Harish Patel, General Manager of the opposite party, who has stated that individual notices were sent to all the bond holders explaining the procedure for claiming the redemption amount as on January 10, 2009 and notice was also issued to the complainant at his registered address given to the opposite party.

20. The affidavit of aforesaid General Manager is not supported with any other corroborative evidence. The opposite party could have filed the affidavit of official of the Postal Department or any of the bond holders to prove the fact that notices were issued to bondholders as well as complainant, but the opposite party has failed to do so. Therefore, the opposite party has failed to prove that any notice was sent to the complainant for claiming the redemption amount and same was delivered to him.

21. So far as another contention taken by the appellant/respondent/opposite party that the complainant has

no cause of action to file the complaint, as all the formalities regarding claiming the redemption amount was conducted at Gandhinagar and registered office of opposite party is situated at Gandhinagar, is concerned, the same does not seem to be correct as the complainant belongs to Shimla and notice was sent by the complainant to the opposite party from Shimla and reply to notice was also received by the complainant at Shimla itself. Therefore, the complainant has cause of action to file the complaint before the learned District Commission.

22. Since, the appellant/respondent/opposite party has failed to prove on record that any consent of bond holders was taken to redeem the bond before the maturity date and also notice was received by the complainant to claim the redemption amount before maturity date, the said act on the part of the appellant/respondent/opposite party amounts to deficiency in service, and as such, the complainant is entitled for the balance amount of Rs.61,000/- and impugned order in this regard does not require any interference.

23. So far as plea of the complainant that he is entitled for interest on the awarded amount from the date of maturity of the bond, is concerned, the impugned order in this regard does not require any interference, as the accurate interest is granted by learned District Commission to the complainant and same was to be given from the date of filing of complaint and not from the date of maturity of bond. Therefore, the complainant is not entitled for any interest from the date of maturity of bond in question.

24. In view of the above stated facts and circumstances of the case, both the appeals bearing No.F.A.No.05/2024 filed by the appellant/complainant and bearing No.F.A.No.257/2023 filed by the appellant/respondent/opposite party are dismissed and the impugned order passed by learned District Commission remains upheld.

25. Parties are left to bear their own costs.

26. Certified copy of order be transmitted to parties and their counsel free of costs strictly as per rules. File of

learned District Commission below alongwith certified copy of order be sent back and file of State Commission be consigned to record room after due completion forthwith. Certified copy of this order be also placed on the connected appeal. The appeals are disposed of. Pending application(s) if any also disposed of.

Justice Inder Singh Mehta
President

Yogita Dutta
Member

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