

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

Date of Institution: 06.03.2019

Date of Hearing: 18.05.2026

Date of Decision: 27.10.2026

COMPLAINT CASE NO. 249/2019

IN THE MATTER OF

**MRS. MONICA MARWAH,
W/O. MR. SALIL MARWAH,
R/O. A-62, NARAINA VIHAR,
NEW DELHI-110028.**

(Through: Mr. Pramod Kumar Sharma, Advocate)

...Complainant

VERSUS

**UNION BANK OF INDIA,
THROUGH ITS MANAGER,
NARAINA VIHAR BRANCH,
G-237, NARAINA VIHAR, NEW DELHI-110028.**

(Through: Mr. Vaibhav Vijay and Mr. Ankur Gupta, Advocates)

...Opposite Party

CORAM:**HON'BLE JUSTICE SANGITA DHINGRA SEHGAL (PRESIDENT)****HON'BLE MS. BIMLA KUMARI, MEMBER (FEMALE)**

Present: Mr. Pramod Kumar Sharma and Ms. Neeti Bhardwaj, Counsel for the Complainant.
Mr. Aaradhy Okri and Mr. Anil Kumar Singh, Counsel for the Opposite Party.

PER: HON'BLE JUSTICE SANGITA DHINGRA SEHGAL, PRESIDENT**JUDGMENT**

1. The present Complaint has been filed before this Commission by the Complainant alleging deficiency in service on the part of Opposite Party and has prayed for the following reliefs:

“a. to direct the Respondent Bank to pay the total loss of Jeweleries Cost Rs. 47,00,000/- (Forty Seven Lacs)long with interest 18% thereon

b. to direct the Respondents parties being expenses Rupees 50,000/- incurred by her on litigation gees, cost of correspondence, Loss of Job, conveyance charges for visit the Respondent office and Rupees 1,00,000/- for mental agony and accompanying tension to the Complainant.

c. award penal costs against the Respondent for their negligent Act amounting to deficiency in service”

2. Brief facts necessary for the adjudication of the present Complaint are that the Complainant had a Joint Locker with Account bearing no. 406702030001636 with her Father-in-law since 1998. The said account was operated by the father-in-law in 2005. The father-in-law of the Complainant had passed on 29.08.2010, and the Opposite Party Bank was charging rent till 2013. Years later, the Complainant approached the Opposite Party Bank on 01.09.2018 to operate the account in question and access the locker shared with her late father-in-law. It is alleged that

the Opposite Party informed the Complainant that the locker was surrendered on 22.01.2015, however, the locker was not surrendered to the Opposite Party, and there was no notice given to the Opposite Party for the surrender of the locker, nor was there any notice received by the Complainant that the locker previously held by the Complainant and her late father-in-law has been allotted to another person. Meanwhile, the annual rent was being charged, and jewelry worth approximately Rs. 47,00,000/- (Rupees Forty-Seven Lakhs Only) was missing, therefore, the Complainant has alleged deficiency in service on the part of the Opposite Party. Aggrieved by the aforesaid, the Complainant has approached this Commission.

3. The Opposite Party has filed its Written Statement, denying all the contentions and allegations of the Complainant. It is submitted that the locker in question was surrendered on 21.05.2005. It is further submitted that the fee debited for the locker was a bonafide mistake and that the Bank is liable to refund the said fee. Additionally, it is submitted that the question of items remaining in the locker does not arise as the locker had already been surrendered at the time of filing the Complaint dated 01.09.2018. Moreover, it is submitted that there is no deficiency in service as the Opposite Party only takes an empty locker after surrender, therefore it is not possible that any belongings of the Complainant have been misappropriated by the Opposite Party. Additionally, the Opposite Party has submitted that the present Complaint is barred by limitation and this Commission lacks the territorial jurisdiction to adjudicate the present Complaint. Pressing the aforesaid contention and submissions, the counsel for the Opposite Party has prayed for the dismissal of the present Complaint.
4. The Complainant has filed his Rejoinder rebutting the Written Statement filed by the Opposite Party. Thereafter, both parties were directed to file their respective Evidence by way of Affidavit.
5. Written Arguments on behalf of the Complainant are on record, wherein, the contents of the Complaint have been reiterated, and the same have been duly

considered. Further, the Counsel for the Complainant has relied on the judgment of the Hon'ble Supreme Court in **Civil Appeal No. 3966 of 2010** titled **Amitabha Dasgupta vs. Union Bank of India** as decided on **19.02.2021** in support of his case.

6. Written Arguments on behalf of the Opposite Party are on record, wherein, the contents of the Written Statement have been reiterated, and the same have been duly considered.
7. We have carefully perused the material available on record.
8. The **first question** for consideration before us is **whether this Commission has the jurisdiction to adjudicate the present Complaint.**
9. To deal with the question, we deem it necessary to refer to Section 17 of the Consumer Protection Act, 1986, which provides as under:

“17. Jurisdiction of the State Commission.—

(1) Subject to the other provisions of this Act, the State Commission shall have jurisdiction—

(a) to entertain—

(i) complaints where the value of the goods or services and compensation, if any, claimed exceeds rupees twenty lakhs but does not exceed rupees one crore; and

(ii) appeals against the orders of any District Forum within the State; and

(b) to call for the records and pass appropriate orders in any consumer dispute which is pending before or has been decided by any District Forum within the State, where it appears to the State Commission that such District Forum has exercised a jurisdiction not vested in it by law, or has failed to exercise a jurisdiction so vested or has acted in exercise of its jurisdiction illegally or with material irregularity.

(2) A complaint shall be instituted in a State Commission within the limits of whose jurisdiction,—

(a) the opposite party or each of the opposite parties, where there are more than one, at the time of the institution of the

complaint, actually and voluntarily resides or carries on business or has a branch office or personally works for gain; or

(b) any of the opposite parties, where there are more than one, at the time of the institution of the complaint, actually and voluntarily resides, or carries on business or has a branch office or personally works for gain, provided that in such case either the permission of the State Commission is given or the opposite parties who do not reside or carry on business or have a branch office or personally works for gain, as the case may be, acquiesce in such institution; or

(c) the cause of action, wholly or in part, arises.”

10. On perusal of the aforesaid statutory position, it is clear that this Commission has the jurisdiction to adjudicate Complaints where the value of goods or services and the compensation claimed exceeds Rs. 20,00,000/- (Rupees Twenty Lakhs Only) but does not exceed Rs. 1,00,00,000/- (Rupees One Crore Only). Further, this Commission has the jurisdiction to adjudicate Complaints instituted within the limits of the Commission where the Opposite Party voluntarily resides or carries on business at the time of the institution of the said Complaint.

11. Perusal of record reflects that the Opposite Party has merely submitted that this Commission lacks jurisdiction to adjudicate the present Complaint. However, the value of the compensation claimed by the Complainant is a total of Rs.48,00,000/- (Rupees Forty-Eight Lakh Only), which is well within the pecuniary jurisdiction of this Commission. Additionally, the registered address of the Opposite Party is at the Naraina Vihar Branch, G-237, Naraina Vihar, New Delhi-110028, which is a territory within the state of Delhi, hence, this Commission has the territorial jurisdiction pertaining to the present Complaint. Merely harping on submissions without any cogent evidence amounts to bald averments made by the Opposite Party, and therefore, the submission of the

Opposite Party that the present Complaint is not within the jurisdiction of this Commission is answered in the negative.

12. The ***last question*** for consideration before us is ***whether the Opposite Party is deficient in providing its services to the Complainant***. The expression deficiency of Service has been dealt with by the Hon'ble Apex Court in ***Arifur Rahman Khan and Ors. vs. DLF Southern Homes Pvt. Ltd. and Ors.*** reported at **2020 (3) RCR (Civil) 544**, wherein it has been discussed as follows:

“23....The expression deficiency of services is defined in Section 2 (1) (g) of the CP Act 1986 as:

(g) "deficiency" means any fault, imperfection, shortcoming or inadequacy in the quality, nature and manner of performance which is required to be maintained by or under any law for the time being in force or has been undertaken to be performed by a person in pursuance of a contract or otherwise in relation to any service.”

13. The above dicta reflects that the “deficiency” means any fault, imperfection, shortcoming or inadequacy in the quality, nature and manner of performance on the part of the builder with respect to its contractual obligation.
14. It is not disputed that the Complainant was holding a Joint Locker with her father-in-law with account bearing no. 406702030001636 at the Opposite Party Bank. It is submitted by the Complainant that she approached the Bank on 01.09.2018 to operate her locker, however, she was informed by the Bank that the locker in question was already surrendered on 22.01.2015.
15. Further, on perusal of record, we find that the Opposite Party was charging locker rent, as is clear from the Statement of Account of the Complainant (***annexed as Annexure C1 on pages no. 8-21 alongwith the Complaint***), and the same was also debited on 25.09.2018. Even if the mistake on the part of the Opposite Party Bank was Bonafide, the Opposite Party has also failed to place on record any

receipt of surrender of the locker in question, therefore, the submission of the Opposite Party that the locker was surrendered on 21.05.2005 is answered in the negative.

16. Additionally, the Opposite Party has also failed to place on record any evidence of the communication from the Complainant for surrendering the locker in question. Further, there is no receipt of the items in the locker of the Complainant and her deceased father-in-law provided by the Opposite Party at the time of the alleged surrender of the said locker, hence, it is clear that the belongings of the Complainant were misappropriated by the Opposite Party, and that the Complainant had never surrendered her locker facility.

17. Keeping in view the facts of the present case and the extensive law as discussed above, we direct the Opposite Party to refund the entire amount of jewellery in the locker of the Complainant i.e. **Rs. 47,00,000/-** (Rupees Forty-Seven Lakhs Only) along with simple interest as per the following arrangement:

- A.** An interest @ **6% p.a.** calculated from the date on which the Complainant approached the Opposite Party regarding the surrender of the Joint Locker i.e. **01.09.2018** till **27.10.2026** (being the date of the present judgment);
- B.** The rate of interest payable as per the aforesaid clause **(A)** is subject to the condition that the Opposite Party pays the entire amount on or before **27.12.2026**;
- C.** Being guided by the principles as discussed above, in case the Opposite Party fails to refund the amount as per the aforesaid clause **(A)** on or before **27.12.2026**, the entire amount is to be refunded along with an interest @ **9% p.a.** calculated from the date on which the Complainant was informed that the locker in question has been surrendered i.e. **01.09.2018** till the actual

realization of the amount.

18. In addition to the aforesaid and taking into consideration the facts of the present case, the Opposite Party is directed to pay a sum of:

- A. Rs. 3,00,000/-** (Rupees Three Lakhs Only) as cost for mental agony and harassment to the Complainant;
- B. The litigation cost to the extent of Rs. 50,000/-** (Rupees Fifty-Thousand Only).

19. Application(s) pending, if any, stand disposed of in terms of the aforesaid judgment.

20. A copy of this judgment be provided to all the parties free of cost as mandated by the Consumer Protection Act, 1986. The judgment be uploaded forthwith on <https://e-jagriti.gov.in> for perusal of the parties. A copy of this order be also sent to the concerned District Commission.

21. File be consigned to record room along with a copy of this Judgment.

(JUSTICE SANGITA DHINGRA SEHGAL)
PRESIDENT

(BIMLA KUMARI)
MEMBER (FEMALE)

Pronounced On: **27.10.2026**

LR-DK