

Case let NO.2 Dr.P.Periasamy:

A customer had a savings bank account with a private banker in India. He has to pay EMI, through this savings bank account only every month, the EMI stands around 24000/- per month for him to pay.

Somehow he has paid it for about all the dues of his banker, one fine morning, the customer has received a letter stating that, he has not paid the cheque bouncing charges, though he had paid all the dues of the banker in time.

What happened was , whenever the customer bounced the cheque due to some problem from his side, the banker had collected the cheque bouncing charges also along with the “EMI, IFNOT ON THE DATE OF EMI DUE, SOME TIME LATER BUT WITH IN THE MONTH OF THE DUE TO BE PAID”

NOW, Banker said that, in order to have to No Objection Certificate from the Banker, the customer has to clear the cheque bouncing charges immediately even in the pandemic Covid-19 situation, when the government has announced the “No EMI will be collected during the Pandemic”, this banker has insisted the customer to pay the remaining due to get the NOC.

Requirements:

1. As a customer how would you react in this situation?
2. As a Banker how would you collect the due amount?
3. Without affection both parties sentiment, how this issue could be sorted out?
4. What are the implications for the Banker and customer in this caselet?