

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION  
KOLKATA UNIT - II (CENTRAL)  
8-B, NELLIE SENGUPTA SARANI, 7TH FLOOR,  
KOLKATA-700087.**

**Complaint Case No. CC/126/2019  
( Date of Filing : 08 Apr 2019 )**

1. Snehasish Chakraborty

60, Kalitala Main Road, Kolkata-700078 and 8/1, Rajani Kanta  
Das Road, P.O.Haltu, Kolkata-700078, P.S. Garfa, Dist-South  
24 Parganas.

.....Complainant(s)

Versus

1. SBI Cards and Payments Services Pvt.Ltd.

Block A, 3rd Floor, Aoppejay House-15, Park Street, P.S. Park  
Street, Kolkata-700016.

2. SBI Cards and Payments Services Pvt.Ltd.

Unit-401 and 402, 4th Floor, Agarwal Millenium Tower, E  
1,2,3, Netaji Subhash Place, Wazirpur, New Delhi-110034.

3. SBI Cards and Payments Services Pvt.Ltd.

DLF Infinity Towers, Tower C, 12th Floor, Block-2, Building 3,  
DLF Cyber City, Gurgaon-122002, Haryana, India.

.....Opp.Party(s)

**BEFORE:**

**HON'BLE MRS. Sukla Sengupta PRESIDENT  
HON'BLE MR. Reyazuddin Khan MEMBER**

**PRESENT: Biswaroop Banerjee, Advocate for the Complainant 1**

**Dated : 26 Jun 2024**

**Final Order / Judgement  
FINAL ORDER / JUDGMENT**

**SMT. SUKLA SENGUPTA, PRESIDENT**

This is a petition of complaint has been initiated by the complainant U/s 12 of CP Act 1986.

The fact of the case in brief is that the complainant is a credit card holder of SBI, Credit Card Services, in Credit Card No. 4317-5753-0430-1113. The credit limit of which was limited Rs. 70,000/-.

The complainant further stated that on 21.11.2017, he booked a hotel at "Hotel Comfort Inn President" at Ahmadabad, India through "Booking.Com" and as per the norms of the complainant provided aforesaid credit card No. for the purpose of said booking. Instantly,

the complainant got a better offer in another hotel and cancelled the booking of previous hotel. So, cancellation was instantly accepted and acknowledge by the authority "Hotel Comfort Inn President"

Thereafter, on 14.12.2017 the complainant received an SMS from SBI card services which reflected that a sum of Rs. 82,600/- was debited from the credit card of the complainant to the account of hotel comfort inn president. After getting this information, the complainant was shocked because there was no prior intimation or SMS from then end of SBI prior to transfer the amount to the A/c of hotel comfort cum president.

The complainant was astonished to see that a sum of Rs. 12,600/- over and above credit limit of the complainant credit card i.e. Rs. 70,000/- was debited to the A/c of hotel comfort president. Instantly, the complainant talked to the customer executive on 14.12.2017 and declined the credit card on coming to know that the said hotel was trying to charge certain amount through the credit card of the complainant illegally and unethically. On the same self day, the complainant submitted the transaction dispute form to the OP-1.,SBI Cards and Payment Services Pvt. Ltd. that no transaction were took place with respect to the aforesaid credit card under interaction ID No. 1-27243029645 and closed the dispute on receiving such shocking email. The complainant talked the customer executive of the OP-1 and later the said conversation with the said customer executive the complainant sent all relevant documents regarding the disputed transaction vide email dated 16.02.2018, and got a separate reference . being No. 129745589829 vide email dated 20.02.2018 from the customer executive and was assured that the status of dispute would be intimated to the complainant by 16.05.2018. thereafter, again on March, 2018 the OPs asked the complainant to fillip and enclosed the dispute form to peruse the investigation further as required by Visa/Master Card by 23.03.2018 . the complainant replaced such email on 22.03.2018 where he clearly the entire fact in detailed in once again and sent the transaction dispute form which was also already submitted on 14.12.2017 .

On 30.03.2018, the OPs sent an email to the complainant stating that there was no transaction showing in the system, hence the document and or information provided by the complainant was invalid under separate reference No. 131107643390 and stated that the action could be initiated on a transaction is within 17 days of the alleged transaction and it was not possible for the OP-1 to credit the said transaction since the same is beyond the stipulated period as alleged by the OP-1.

It is alleged by the complainant that the said reference 129745589829 was well within period of 17 days as the OP mentioned in the email dated 30.03.2018. The complainant alleged that the OP-1 has intentionally and unethically doing with the complaint for the purpose of gain financial profit and they did not make any reasonable investigation regarding the aforesaid dispute for which the complainant is not at all liable to pay off the amount to the OP-1 with regard to aforesaid disputed transaction.

Without getting any alternative, from the OPs, the complainant issued a legal notice dated 07.06.2018 to the OPs which was served upon the OP under Speed Post with AD.

It alleged by the complainant that the OP continuously harassed him without giving any relief in that case without having any other alternative, the complainant has filed this case with a

prayer to give direction to the OPs to credit the entire disputed amount of Rs. 82,600/- in the complainant account and also to exempt the complainant's from any interest as calculated upon the said disputed amount.

The complainant further prayed for giving direction to the OPs to give compensation to the complainant of a sum of Rs 50,000/- along with litigation cost of Rs. 30,000/-.

The OPs have contested the claim application by filing a written objection/version denying all the material allegations leveled against them.

The OP stated that the petition of complaint is not maintainable and is liable to be dismissed.

They further stated that the complainant is bound by the agreement executed between the himself and SBI Cards Payment and Service (P) Ltd. as per Card Holder Agreement, there is an Arbitration Clause, which stipulates that in all events of dispute/difference between the card holder and SBI Card, that shall be dissolved by an appointment of sole arbitrator and the OP shall have the power to appoint the Arbitrator.

In such circumstances, this forum devoid of jurisdiction to entertain the petition of complaint filed by the complainant .

The OPs further stated that all the terms and conditions were supplied to the complainant along with a booklet through a welcome kit before the complainant had made any transaction through credit card. The complainant made the transaction through booking.com. and for better adjudication of this matter the version of booking.com was absolutely necessary but the complainant did not make the "Booking. Com" party in this case. So, this case is bad for non-joinder for necessary parties.

The OPs further stated that the complainant made the transaction through booking . com for the purpose of booking a hotel named "Comfort. Inn President" and he got a better deal from another hotel. The complainant booked another hotel by cancelling booking "hotel Comfort. Inn President" and claimed to refund the booking amount as alleged by that answering OP has wrongfully claimed the said disputed amount.

The contesting OPs have alleged that the complainant did not make "Booking.Com" a party in this case and in absence of booking.com, it cannot be ascertained that the said cancellation was actually initiated by "Booking.Com" or not and he also prayed to produce any message from the said "Booking.Com" on the date of transaction i.e. 20.11.2017 that the said transaction was actually cancelled by "Booking. Com".

The OP further stated that the complainant raised dispute regarding the said transaction in question on 14.12.2017 with the OP and the contesting party vide email dated 18.01.2018 requested the complainant to submit Credit Note, Merchant's Confirmation Letter and Refund Note (valid refund note it will show of Rs. 82,600/- in detail) but the complainant failed to submit the same. So, due to negligence of the complainant , the OPs were unable to investigate the disputed amount in question.

It is the claim of the OP that from the fact and circumstances of this case, it is revealed that there is/was no cause of action to file this petition of complaint by the complainant and thus is

liable to be dismissed.

In view of the above stated facts and circumstances, the following points of consideration are as follows:-

1. Is the case maintainable in its present form?
2. Has the complainant any cause of action to file the case?
3. Is the complainant a consumer?
4. Is there any deficiency in service on the part of the OPs?
5. Is the complainant entitled to get any relief as prayed for?
6. To what other relief or reliefs is the complainant entitled to get?

### **Decision with reasons**

All the points of consideration are taken up together for convenience of discussion and to avoid unnecessary repetition.

On a close scrutiny of the materials on record and also the position of law, it is found that this forum has got ample jurisdiction in all respect to try this case and the case is well maintainable in the eye of law.

On the basis of the facts and circumstances of this case as well as the evidence on record as adduced by the parties to this case, it is revealed that admittedly, the complainant is the credit card holder under the SBI, Card Services, being Credit Card No. 4317-5753-0430-1113. The credit card which was limited of Rs. 70,000/-. So, the complainant is a consumer within the ambit of CP Act, 1986 and the OPs are the service providers. It is the complainant's case that on 20.11.2017, he booked the "Hotel Comfort Inn President" at Ahmadabad, India through "booking.com" and as per the norms, the complainant provided his aforesaid credit card No. for the purpose of said booking.

The complainant further stated that immediately he got a better offer in another hotel and cancelled the booking hotel namely "Hotel Comfort Inn President" whereby cancellation was accepted and acknowledged by the said hotel. It is alleged by the complainant in his written complaint and also evidence that on 14.12.2017, the complainant received a SMS from SBI Card Services which reflected that a sum of Rs. 82,600/- was debited from the credit card of the complainant to the A/c of "Hotel Comfort Inn President". The complainant then made contact with the credit card services because he was not informed by the SBI Card Services prior to transfer such amount to the A/c of the "Hotel Comfort Inn President" and he was astonished to see that a sum of Rs. 12,600/- over and above the credit limit of his credit card was debited to the A/c of Hotel Comfort Inn President because higher limit of card in question of Rs. 70,000/-. From evidence on record. It is also revealed that on 14.12.2017, the complainant then talked to customer executive of SBI Credit Card Services and initially blocked the credit card knowing that the said hotel was trying to charge certain amount illegally and unethically through credit card of the complainant. The complainant then lodged the complaint to official email address of the OP-1 narrating the entire facts and requesting the OP-1 to refund the entire sum of Rs. 82,600/- but the OP-1 vide its email dated 15.12.2017 intimated the complainant that no such transaction took place with respect the aforesaid credit card under interaction "ID

No. 1-27243029645” and closed the dispute again the complainant talked to a customer executive of the OP-1 and sent relevant document regarding disputed transaction vide email dated 16.02.2018 that time of the OP-1 under a separate reference being No. 129745589829 sent another email dated 20.02.2018 by assuring the complainant that the status of dispute would be intimated to the complainant by 16.05.2018 and ultimately, closed the dispute by stating that the stipulated period of 70 days has already been over so that closed the dispute. The OP -1 SBI credit card services alleged into their WV as well as evidence on record and also their BNA that this case is bad for non-joinder of necessary parties because the “Booking.Com” through which the complainant made alleged transaction has not been made a party in this case by the complainant and under such guard the OP-1 tried to evade from his responsibility to make it clear that how after cancellation of booking of the “Hotel Comfort Inn President“ at Ahmdabad and when that cancellation was accepted by the said hotel while the SBI credit card services made the transaction of the booking amount and a sum of Rs. 82,600/- was debited from the A/c of the complainant. The OP-1 alleged that the complainant could not be able to provide the transaction in question by relevant documents but from the materials on record, it appears that the complainant has satisfied with the OP-1 in respect of the disputed transaction, in spite of the same being the services provider, the OPs did not pay any heed to the request of the complainant and satisfy their responsibility about the disputed transactions amounting to Rs. 82,600/- when the higher limit of the credit card in question of the complainant was/is only up to Rs. 70,000/-. So, considering the conduct of the OPs, it is palpably clear that being the service provider, the OP failed to perform their duty and responsibility to the complainant and illegally debited the amount of Rs. 82,600/- from the A/c of the complainant in faovur of the “Hotel Comfort Inn President” even after the cancellation of the booking, such conduct of the OPs is a gross deficiency in service on their part for which they are liable to pay compensation to the complainant and also refund of Rs. 82,600/- to the A/c of the complainant.

In view of discussion made above, this forum is opined that being a consumer the complainant could be able to prove his case beyond all reasonable doubt and is entitled to get the relief as prayed for.

All the points of consideration are considered and decided in favour of the complainant  
The case is properly stamped.

Hence,

### **Order**

that the case be and the same is decreed on contest against the OPs with cost of Rs. 5,000/-

The complainant do get the decree as prayed for.

The OPs are directed to credit the entire disputed amount of Rs. 82, 600/- in the A/c of the complainant and also to exempt the complainant from any interest as calculated upon the disputed amount either jointly or severally within 45 days from this date of order.

The OPs are further directed to give compensation to the complainant to the tune of Rs. 20,000/- along with litigation cost of Rs 10,000/- within 45 days from this date of order, id the

complainant will be liberty to execute the decree as per law.

Copy of the judgment be uploaded forthwith on the website of the Commission for perusal.

**[HON'BLE MRS. Sukla Sengupta]**  
**PRESIDENT**

**[HON'BLE MR. Reyazuddin Khan]**  
**MEMBER**