

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-II**U.T. CHANDIGARH**

Consumer Complaint No. : 8/2024
Date of Institution : 04.01.2024
Date of Decision : 09.05.2024

Prabhjot Singh s/o Sh.Ujjal Singh aged about 47 years r/o H.No.281, Sector 21-A, Chandigarh

... Complainant.

Versus

HDFC Bank, Plot No.28, Industrial Area, Phase-I, Chandigarh through its Branch Manager.

.... **Opposite Party.**

BEFORE:

SHRI AMRINDER SINGH SIDHU, PRESIDENT
SHRI B.M.SHARMA MEMBER

Present:-

Sh.Devinder Kumar and Ms.Ravneet Kaur, Advocates for complainant.

OP exparte.

ORDER BY AMRINDER SINGH SIDHU, M.A.(Eng.),LLM,PRESIDENT

1. The complainant has filed the present complaint under Section 35 of the Consumer Protection Act, 2019, as amended up-to-date alleging therein that he took credit card (Annexure C-1). On allurement of the OP, the complainant agreed to avail the loan of Rs.80,000/- @ 18.84 p.a. to be paid in 12 EMIs of Rs.7366/-. The OP disbursed the said loan to the complainant vide loan a/c no.0000000000936309598 on 21.06.2023 and he was paying the monthly bill to the OP. However, in November, 2023, he came to know from the statement of account (Annexure C-3) that the OP was collecting the EMI of Rs.4021/- instead of Rs.7366/- and brought the matter to the notice of the OP and requested to resolve the issue and even wrote an email dated 09.12.2023 (Annexure C-4) in this regard, followed by reminder dated 14.12.2023 (Annexure C-5). The OP informed the complainant vide e-mail dated 15.12.2023 that the complainant applied for loan for 24 months without any documentary evidence. Alleging that the aforesaid acts of omission and commission on the part of the OP amount to deficiency in service and unfair trade practice, the complainant has filed the instant complaint seeking directions to the OP to reschedule the loan as per the request dated 21.06.2023 and to pay compensation for mental agony and physical harassment as well as litigation expenses.
2. OP was proceeded against exparte vide order dated 12.02.2024.
3. The complainant filed his affidavit and documents in support of his case.
4. We have heard the Counsel for the complainant and have gone through the documents on record.

5. The complainant has filed his detailed affidavit along with the supporting document reiterating the averments as made in the complaint. It is observed from Annexure C-2 that the complainant had availed the loan of Rs.80,000/- from the OP @ 18.84 p.a. which was to be repaid in 12 EMIs @ Rs.7366/-. It is further observed that the OP without the consent of the complainant had changed the tenure of the EMIs from 12 months to 24 months and the EMI from Rs.7366/- to Rs.4021/- and the same was not rescheduled to Rs.7366/- per month despite the repeated requests of the complainant sent through e-mails.
6. Pertinently, the OP chose not to appear before this Commission. Therefore, in the absence of any rebuttal from the side of the OP, the version of the complainant, supported by his duly sworn affidavit, must prevail. Failure on the part of the OP to reschedule the loan despite repeated requests of the complainant amounts to deficiency in service as also adoption of unfair trade practice on its part and as such the complaint deserves to be allowed.
7. In view of the above discussion, the present complaint deserves to be partly allowed and the same is accordingly partly allowed. The OP is directed to reschedule the loan account of the complainant as per his request dated 21.06.2023.
8. This order be complied with by the OP, within 30 days from the date of receipt of its certified copy.
9. The pending application(s) if any, stands disposed of accordingly.
10. Certified copy of this order be sent to the parties, as per rules. After compliance file be consigned to record room.

Announced in open Commission

09.05.2024

Sd/-

(AMRINDER SINGH SIDHU)

PRESIDENT

Sd/-

(B.M.SHARMA)

MEMBER