

**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION-II, VISAKHAPATNAM**

Date of Registration of the Complaint: 05.07.2022

Date of Final hearing: 16.04.2024

Date of Pronouncement: 31.05.2024

CONSUMER CASE No.246/2022

In the Matter of:

N.Sujatha V.L. W/o K.Murali, aged 37 years, resident of D.No. 13-191, Arilova, TIC point, Sector-II, Visakhapatnam-530040.

(Through: Sri G.Gayathri Dhana Lakshmi)

...Complainant

Versus:

1. SBI Cards & Payment Services Pvt., Ltd., represented by its DLF Infinity towers, Tower C, 12th Floor, Block 2, Building 3, DLF Cyber City, Gurgaon-122002, Haryana State.

2. State Bank of India, represented by its Branch Manager, Visakhapatnam Branch, Rednam Gardens, Jail Road Junction, Visakhapatnam.

(Through: Sri D.Simhadry for opposite party 1

& opposite party 2 is exparte)

...Opposite Parties

CORAM:

Smt. G.Venkateswari, M.Sc, LLB., President, Smt. P.Vijaya Durga, B.Com, B.L., Women Member., Sri Karaka Ramana Babu, M.Com, M.B.A., LL.B., Member.

P r e s e n t:

1. Smt. G Venkateswari, M.Sc, LLB.,
President
2. Smt. P Vijaya Durga, B.Com, B.L.,
Women Member
3. Sri Karaka Ramana Babu, M.Com, M.B.A., LL.B.,
Member

JUDGEMENT

(As per Sri Karaka Ramana Babu, Honourable Member, on behalf of the Bench)

I. The complainant filed the present complaint against opposite parties praying the Honorable commission to pass an award in their favour and against the opposite parties that, to direct the opposite parties to pay for the Compensation for mental agony Rs.5,00,000/- (Rupees five lakhs only); to direct the opposite parties to pay for the compensation for deficiency in service Rs.5,00,000/- (Rupees five lakhs only); to direct the opposite parties to pay for the Pain and harassment Rs.2,50,000/- (Rupees two lakhs fifty thousand only); to direct the opposite parties to pay for the litigation



expenses and Costs of the complaint Rs. 25,000/- (Rupees twenty five thousand only) etc., on account of deficiency in service on part of the opposite parties.

II. Brief facts of the Complaint:

a) The complainant states that the complainant is a customer and having salary account in opposite party's branch vide Account No. 33634759258 and subsequently received credit card through post without consent and immediately she approached branch and questioned about her issuance of the credit card vide the Credit Card No:527317343177 but they assured that they will not charge any excess amount regarding the Credit card except the annul charge of Rs.448/-, except receiving the same she never used the same nor did not avail any credit through his credit card or any other process from the opposite party bank, but recently the complainant noticed that some of the amounts have been deducted since 08.11.2019 to 04.03.2022 periodically from her account regularly.

b) The complainant states that the complainant approached the concerned bank authorities and made oral representation before them by requesting them to return the deducted amount but they did not respond positively, and subsequently the complainant approached the opposite parties office so many times but till today they did not respond positively and they did issue any claim in favour of the complainant and the opposite parties acts are illegal.

c) The complainant further states that the opposite parties failed to render service to the complainant, all these acts are comes under deficiency of service and it cause much mental agony to the complainant as such the complainant approached this Commission seeking redress. Hence, this complaint.

III. Version of the 1st opposite party:

a) At the outset, these opposite parties deny all the allegations contained in the complaint, except those which are specifically admitted hereinafter in this written version, and nothing stated in the complaint should be deemed to be admitted merely because the same is not specifically traversed. it is also submitted that, anything stated in the complaint contrary to and/or inconsistent with what is stated in the present written



version are deemed to be expressly denied. However, the complainant is put strict proof of the same with cogent evidence.

b) This opposite states that the present complaint filed by the complainant is an abuse of process of law and is not maintainable as the complainant has approached this commission by suppressing the material facts and as well as beyond the statutory period thereby the complaint is liable to be dismissed as barred by limitation.

c) This opposite further states that the complainant has made misconceived and baseless allegations in respect of the alleged deficiency of service is false and which are not within the purview of deficiency of service as contemplated under Consumer Protection Act and it deemed that eventually there is no deficiency in service as alleged in the complaint without any documentary proof.

d) This opposite further states that the complainant has got availed credit card bearing account number .0005172527313302468 on dated 18/09/2019 by submitting application requesting for the credit card along with the KYC documents and also the complainant has also opted for auto debit/SSP authorization authorizing the opposite party to debit the due outstanding amounts from her salary account in case of failure to pay the due amount within the specified due date.

e) This opposite further states that the complainant is sent with the monthly statements to her registered E-mail Id which was furnished by her at the time of availing of the aforementioned credit card. The said fact also evidences the proof that the complainant is well aware about the payment/purchases/charges happening on her credit card account, accordingly as per the authorization given by the complainant due amounts got debited from her SSP (Salary Sweep Account). Hence the question of debiting illegally stands void ab-initio.

f) This opposite further states that the opposite party has closed the complainant card account after receiving the closure request and has zeroized after making reversals by crediting the said reversals of Rs.1964.52/- which is evidence from the payment structure for the month of May 2022 of the complaint card account and knowingly well aware that the said reversals and credited has happened in the month of May 2022 and

the complainant has filed this complaint in the month of July 2022 by suppressing the facts.

g) Without pointing out any instances where this opposite party committed deficiency of service the Complainant approached this Commission making bald and wild allegations. Therefore, viewed from any angle the Complainant failed to prove that she is entitled to any of the reliefs claimed in the Complaint. Under these circumstances this opposite party has prayed this commission as there is no deficiency of service, the complaint shall have to be dismissed with exemplary costs.

IV. The 2nd opposite party has failed to turn up before the Commission, in spite of service of notice served, counter not filed despite of chance given and mandatory period completed, hence 2nd opposite party is set ex-parte.

V. At the time of enquiry, the complainant has filed Evidence Affidavit and got marked Ex A1 to Ex A4 and Evidence Affidavit on behalf 1st opposite parties filed and got marked Ex B1 to Ex B3.

VI. Citations:

Citations filed by the 1st opposite party:

1. Smt Anitha Ahuja, vs M/s ICDS Securities Ltd., & others by APSCDRC, Hyderabad on 22.01.2013.
2. Sri Sudipta Das vs The Manager, Standard Chattered Bank by WB SCDRC on 25.05.2015.

VII. Written arguments of both parties filed. Heard both sides.

VIII. Perused the record and on considering the facts of the case, the points to be answered for determination are:-

1. Whether any deficiency of service is made-out against the opposite parties as claimed under the complaint?
2. Whether the complainant is entitled for the relief sought?
3. To what relief?

IX. Discussion and Analysis:

All the points for consideration are interlinked. Hence the same are discussed combined as follows:



- a) Pursued the record. Before adverting to the disputed questions involved in the lis, it is appropriate to refer the admitted facts culled out from the pleadings and the evidence placed in the record by the both parties. Admittedly, the complainant is resident of the Visakhapatnam, which is within jurisdiction and she is the Credit Card holder of the 1st opposite party under Ex. A2 for availing credit card services and said card was closed on May, 2022 and cause of action of the complaint is correctly noted and complaint is filed within limitation.
- b) The main contention of the complainant is that from 08.11.2019 till 04.03.2022 total amount of Rs. 15,901/- was deducted from his Savings Account No. 62040032976 on account of maintenance charges of Credit Card payment vide the Simply Save Credit Card No:527317343177, which is impermissible but whereas the opposite party No. 1 contended that the complainant had opted for SSP payment along with application which authorizes the opposite parties to debit the amount payable from her account, if the amount outstanding is not paid as mentioned under Ex. B2.
- c) The 1st opposite party contention that if the customer is not paid bill due amount, which automatically levied charges as mentioned in Ex. B1 under the Card agreement and the same was agreed by the complainant as such she strictly adhere the terms and conditions of the Card Agreement and further to clear the Credit Card bill on or before the due date of each month as per the statement.
- d) The complainant had not denied the evidence of opposite party No. 1 put-forth under Para No. 9 that "the opposite party has closed the complainant's card account after receiving the closure request and has zeroized after making reversals by crediting the said reversals of Rs.1964.52/- which is evidence from the payment structure for the month of May 2022 of the complaint card account. And it is further pertinent to mention that as the complainant is well aware that the said reversals and credited has happened in the month of May 2022 and the complainant has filed this complaint in the month of July 2022 before this commission". As this factum has not been denied nor disputed by the complainant.
- e) We have gone through the entire record of the case came to conclusion that, the action of the 1st opposite party charges from 1st year on wards even though SSP



authorization given for outstanding amounts from her saving account but they didn't auto debit full outstanding amount from her account, intentionally partial amounts debits from her account even though sufficient balance in her bank account which clearly reflects in the Ex A1, which shows 1st opposite party is conveniently do this for levy late fee and other finance charges is illegal. Even not intimated to the customer in advance and also they collected the more than annual fees as mentioned.

f) Further, Ex B2 statement clearly shows that except fee, IGST, finance charges and late fee charges no transactions are reflected in that statement, which is shows the complainant is not interested to take card but 1st opposite party assurance of no charges except annual charges of Rs. 448/- as such she retained the card, when she identified repeated withdrawals from her account and intimated the same to 1st opposite party but no proper response in time. Levying unnecessary charges on unused card and collection of amounts from the complainant is not justified on part of the 1st opposite party, when it comes for closing of the credit card, the 1st opposite party was reversed amount which was already collected illegally from the complainant by the 1st opposite party is nothing but a deficiency of service.

g) Credit card is nothing but a reserved credit facility obtained for future emergency use and thus, the terms and conditions of such a credit service are very elaborate and needs proper understanding. However, in this case, if the complainant is not really interested to utilize the credit card, either to return or close on receiving of the said card or close the card when the first instance where the debit her account towards credit card payments, then there will not be escalation amounts such as huge dues, which depicts the contributory negligence on part of the complainant as such refund of the deducted amount not entitled by the complainant.

h) In view of the evidence available, it is understood that the 1st opposite party tried to evade its responsibility of maintaining its customer's account safely which lead to the said discrepancy and for the wrongful deductions from the SB Account of the Complainant, is nothing but deficiency of service, for which 1st opposite party is liable. The complainant has failed to establish deficiency of service against the 2nd opposite



party as such claim against 2nd opposite party is dismissed. Accordingly, these points are answered in favour of the complainant and against the 1st opposite party.

i) The facts mentioned in the judgement filed by the 1st opposite party and the facts of the case on hand are not one and the same thereby said judgements in no way helpful to the 1st opposite party.

j) Basing on the above discussion we are of the considered opinion that there is negligence and deficiency in services on the part of the 1st opposite party.

X. CONCLUSION & RESULT:

This commission has opines that the levying unnecessary charges, wrongful deductions from complainant account and reversing illegal collection of amount from complainant is quite unjust and illegal and also the negligent acts of the 1st opposite party squarely falls under deficiency of service as a result of the same, the complainant has suffered financial sufferings & discomfort as such she is entitled for just compensation on account of the deficiency of service on part of the 1st opposite party.

XI. Result:

In the result, the complaint is allowed in part. Thereby;

i. The 1st opposite party is directed to pay Rs.10,000/- (Rupees Ten Thousand Only) towards compensation on account of deficiency of service for causing the mental agony to complainant, apart from Rs.5,000/- (Rupees Five Thousand Only) awarded costs to the complainant;

ii. Rest of the claims made by the Complainant is dismissed;

iii. Time for compliance is 45 days from the date of receipt of this order.

XII. Applications pending, if any, stand disposed of in terms of the aforesaid judgement.

XIII. A copy of this judgement be provided to all the parties free of cost as mandated by the Consumer protection Act 1986/2019. The judgement be uploaded forthwith on the website of the Commission for the perusal of the parties.



XIV. File be consigned to record room along with a copy of this judgement.

Dictated to the stenographer, and transcribed by her, corrected and pronounced by us in the Open Commission, the 31st day of May, 2024.


31/5/24
Sri Karaka Ramana Babu
Member

Pronounced on:31/05/2024

Appendix of Evidence

For the Complainant:

No.	Date	Description of the document	Remarks
Ex A-1	-	Account statement	Photostat Copies
Ex A-2	-	Credit Card	Photostat Copy
Ex A-3	-	Pan Card	Photostat Copy
Ex A-4	-	Aadhaar Card	Photostat Copy

For the Opposite parties:

No.	Date	Description of the document	Remarks
Ex B-1	28.08.2019	The Application copy along with the Authorization letter	Photostat Copy
Ex B-2	15.10.2019	The payment and purchases structure of the complainant	Photostat Copy
Ex B-3	-	The said MITC (Most Important Terms and Conditions)	Photostat Copy


31/5/24
President

//RNI//


31/5/24
Member