

Distt Consumer Disputes Redressal Commission
Ladowali Road, District Administrative Complex,
2nd Floor, Room No - 217
JALANDHAR
(PUNJAB)

Complaint Case No. CC/363/2022
(Date of Filing : 29 Sep 2022)

1. Gurmukh Singh S/o Kartar Singh
 Qtr. No.6, SDM Court Complex, Noormahal Road, Nakodar
 jalandhar
 PUNJAB

.....Complainant(s)

Versus

1. Punjab National Bank
 G.T.Road, Jalandhar
 jalandhar
 PUNJAB

.....Opp.Party(s)

BEFORE:

Harveen Bhardwaj PRESIDENT
Jyotsna MEMBER
Jaswant Singh Dhillon MEMBER

PRESENT: Sh. R. K. Sharma, Adv. Counsel for the Complainant.for the Complainant
 Sh. Y. V. Rishi, Adv. Counsel for OP.for the Opp. Party

Dated : 24 May 2024

Final Order / Judgement
BEFORE THE DISTRICT CONSUMER DISPUTES
REDRESSAL COMMISSION, JALANDHAR.

Complaint No.363 of 2022

Date of Instt. 29.09.2022

Date of Decision: 24.05.2024

Gurmukh Singh S/o Sh. Kartar singh at present resident of Quarter No.6, SDM Court Complex,
 Noormahal Road, Nakodar, District Jalandhar.

.....Complainant

Versus

Punjab National Bank, G.T. Road, Jalandhar through its Branch Manager.

..... Opposite Party

Complaint Under the Consumer Protection Act.

Before: Dr. Harveen Bhardwaj (President)
Smt. Jyotsna (Member)
Sh. Jaswant Singh Dhillon (Member)

Present: Sh. R. K. Sharma, Adv. Counsel for the Complainant.

Sh. Y. V. Rishi, Adv. Counsel for OP.

Order

Dr. Harveen Bhardwaj (President)

1. The instant complaint has been filed by the complainant, wherein it is alleged that the complainant is maintaining bank account No.3511000400005764 with said branch since 2006. The complainant had furnished his Aadhar Card, PAN card and Mobile Number with the G.T. Road branch of Punjab National bank, but the bank officials did not link the mobile number with the account of the complainant. The OP/Punjab National Bank has also issued Debit Card number 5126522003439479 to the complainant valid up to December 2023 and the same remains in the custody of the complainant and is still in the custody of the complainant. On 02-12-2020, when the complainant went to withdraw money from ATM installed at Punjab National Bank, Nakodar, he could not withdraw the money and when inquired from the bank official, it came to the knowledge of the complainant that unauthorized transactions have been made at different ATMs at Ludhiana, Moga and UBI Urban Estate between 22.11.2020 to 26.11.2020 whereby an amount of Rs.One lac has been withdrawn by some unknown person unauthorizedly, whereas the Debit Card is in the custody of the complainant. The copy of statement of account of the complainant for the period 01-11-2020 to 07-11-2020 reveals such withdrawals. Had the bank linked the mobile number of the complainant with the account of the complainant, the complainant would had received the message of withdrawal of the first unauthorized withdrawal and the complainant would had intimated the bank immediately of unauthorized transaction and further unauthorized transactions would had been avoided. The complainant immediately complained to the bank about the unauthorized three withdrawals of Rs.10,000/-, Rs.10,000/- and Rs.5,000/- from ATM at Ludhiaina on 23.11.2020, unauthorized three withdrawals of Rs.10,000/-, Rs.10,000/- and Rs.5,000/- from ATM at Moga on 24-11-2020, unauthorized three withdrawals of Rs.10,000/-, Rs.10,000/- and Rs.5,000/- from ATM at Moga on 25-11-2020 and unauthorized three withdrawals of Rs.10,000/- Rs.10,000/- and Rs.5,000/- from ATM at UBI, Urban estate on 26-11-2020. The bank assured that Rs. One Lac, the amount of unauthorized transactions shall be soon transferred to the account of the complainant and blocked the debit card. The complainant also intimated about the unauthorized transactions to The SHO, Police Station City, Nakodar, Distt. Jalandhar on 03-12-2020 vide complaint/DDR No.888-5B dated 03-12-2020. The complainant had been making consistent follow up with the bank for the refund of Rs.1,00,000/- in his account and ultimately on 20-01-2020, the bank credited Rs. 1,00,000/- in

the account of complainant with the remarks "By Debit Card Complaint amount". When the complainant approached the bank for withdrawal of amount credited to the account of the complainant, the bank did not allow the complainant to withdraw the amount on the pretext that the bank requires some more documents like FIR etc. When the complainant approached the police of PS City, Nakodar for getting the relevant documents such as FIR with reference to complaint having been made to SHO, Police Station City, Nakodar vide complaint/DDR No.888-5B dated 03-12-2020, the police of PS City, Nakodar instead of providing the relevant documents to be furnished with the bank for withdrawal of amount, closed the complaint of the complainant on the ground that as the amount has been credited by the bank in the account of the complainant and directed the complainant Gurmukh Singh to withdraw the amount by contacting with the bank officials. The complaint got issued legal notice dated 15-11-2021 to the Zonal Manager of the Bank, requesting the issuance of directions to the concerned bank officials for making the payment of the amount to the complainant, the complainant being in dire need of money and that no FIR is required for release of the amount, but all in vain. The bank instead of allowing the complainant to withdraw the amount credited to his account, sent a reply to the legal notice reiterating the demand of copy of FIR with reference to some circular/guidelines, but such circular/guidelines were not provided with the reply to legal notice. The complainant did make a complaint to the police vide complaint/DDR No.888-5B dated 03-12-2020, the police of PS City, Nakodar, but the police closed the same on the pretext with a direction to the complainant that as the amount has been credited to the account of the complainant, the complainant should contact the bank officials for withdrawal of amount. Complaint was also made to Deputy Commissioner and SSP, Jalandhar (rural) and marked to ACP Crime vide No.5157-P7M but in vain. The complainant had provided the copy of the complaint made to police of PS City Nakodar vide reference No.888-5B dated 03-12-2020 and closure of complaint by the police. It is the prime duty of the Citizen to give intimation of the offence to the police and if the police do not take any action or closes the complaint on the ground that the as the amount has been credited to the account of the complainant, the complainant should approach the bank official for the withdrawal of amount, the complainant cannot be blamed for any inaction on the part of the police official and bank officials. The bank should had considered the complaint made to the police by the complainant as FIR and allowed him to withdraw the amount credited to his account. The OP/bank instead of allowing the complainant to withdraw his amount has debited the amount of Rs.1,00,000/- to account of complainant on 02-03-2022 with the remarks "To Debit Card Complaint amount" without any intimation to the complainant. The OP did not disclose to the complaint who and how the unauthorized transactions took place in the account of the complainant and what action has been taken by the OP in tracing the culprit of making unauthorized transactions at different ATMS of the bank at Ludhiana and Moga and ATM of UBI at Urban Estate from CCTV footages of the cameras installed at the ATMS or if any complaint/FIR has been lodged by the bank. However, it is evident that as there were unauthorized transactions, the OP credited the amount of Rs.One lac in the account of the complainant on 20-01-2020. The acts of the OP by not allowing the complainant to withdraw his amount from his bank account after the amount of Rs.One Lac was credited to the account of the complainant by the OP and thereafter debiting the account of the complainant by debiting the amount of Rs.One lac to the account of the complainant without intimating the complainant and without assigning any reason amounts to deficiency in service and unfair trade practice on part of the OP and as such, necessity arose to file the present complaint with the prayer that the complaint of the complainant may be accepted and OPs be directed to re-credit the amount of Rs.One lac wrongly and illegally debited on 02-03-2022 along with interest @ 12% p.a. from

the date of illegal debit on 02-03-2022 till date of credit of said amount in the account of the complainant. Further, OP be directed to pay a compensation of Rs.1,00,000/- to the complainant on account not allowing the complainant to withdraw his amount credited to his account on 20-01-2021, wrongly and illegally debited an amount of Rs. One to the account of complainant on 02-03-2022 without any intimation to complaint, as the same amounts to indulging in unfair trade practices, providing deficient services and so also on account of harassment and stress strain and tension meted to the complainant by the OP and Rs.22,000/- as litigation expenses.

2. Notice of the complaint was given to OP, who filed reply and contested the complaint by taking preliminary objections that the present complaint is not maintainable in as much as there is no cause of action against OP in favour of complainant. There is neither negligence nor deficiency of service or unfair trade practice on the part of the OP. It is further averred that the complainant has not approached this Commission with clean hands. He has presented a distorted and twisted version of facts and has deliberately withheld true vital facts and made wrong allegations against OP. The fact is that complainant having bank account no.3511000400005764 reported to OP about unauthorized withdrawal of money from his account through his Debit Card to the tune of Rs.1,10,000/- between the period 22.11.2020 to 28.11.2020 from different ATM's in December, 2020. The opposite party in terms of per RBI guidelines and it's Circular no.FRMD Circular No.112/2019 Dated 23.09.2019 regarding unauthorized/Fraudulent ATM Transactions sent his complaint along with documents furnished by him, inclusive of his Insurance Claim Form of New India Assurance Company Ltd. and DDR, to its Cyber Crime Monitoring Cell, Fraud Risk Management Division, Head Office, New Delhi for it's necessary instructions in the matter. The OP also gave shadow credit in his account as per RBI guidelines and bank's rules to be released after insurance claim is lodged with Insurance Company. The insurance claim was sent to insurance company but as amount in it was more than Rs.50,000/- so it required copy of FIR regarding Unauthorized withdrawals from his account through Debit Card and as such it was returned for want of copy of FIR. The complainant was informed about said deficiency and requested to furnish FIR but inspite of giving him maximum opportunities and waiting for more than one years' time, he did not furnish the same with the reason that police is not registering his FIR. It is under said circumstances, the shadow credit given in his account was reversed. There is has been no negligence, deficiency of services and unfair trade practice. It is further averred that the complainant is barred by his own act, conduct and admissions from filing complaint and claiming any relief against the OP. The OP has always offered 24 X 7 day SMS services and have duly circulated the same through branch and also by publishing them by notification on it's website, but the complainant never applied and availed the same. The furnishing of PAN or Aadhaar Card is the requirement of KYC norms of bank. The copy of printout taken from the website of OP is attached. The present complaint is nothing but a tactics for putting wrongful pressure on the opposite party and deserves to be dismissed. It is further averred that the complainant had wrongly dragged OP into unnecessary, uncalled and unwarranted litigation. It is police authorities who are to be blamed for not registering FIR in the matter of complainant. The opposite parties have nothing to do with it. The FIR is necessary for lodging claim in respect of complaint and in the absence of same it is not acceptable to Insurance Company. The opposite party has fully co-operated the complainant by forwarding his complaint to higher authorities but for want of FIR it is not being accepted by insurance company as the claim is for more than Rs.50,000/-. The OP is not liable to complainant in any manner. On merits, it is admitted tha the complainant applied for linking of his mobile phone with his account and also furnishing of PAN Card and the Aadhar Card on his

website, but the other allegations as made in the complaint are categorically denied and lastly submitted that the complaint of the complainant is without merits, the same may be dismissed.

3. Rejoinder not filed.

4. In order to prove their respective versions, both the parties have produced on the file their respective evidence.

5. We have heard the learned counsel for the respective parties and have also gone through the case file very minutely.

6. The complainant has proved that he is the consumer of the Punjab National Bank and is maintaining bank account No.3511000400005764. He has proved on record the account statement Ex.C-1. He has alleged that he had furnished PAN Card, Aadhar Card and Mobile Number to link the mobile number with the account of the complainant. He has alleged that the Debit Card No.5126522003439479 was also issued to him which was valid upto December 2023 and it always remained with the complainant. The complainant has alleged that on 02.12.2020, he found that some unauthorized transactions have been made at different ATMs at Ludhiana, Moga and UBI Urban Estate between 22.11.2020 to 26.11.2020 and during these transactions Rs.1,00,000/- has been withdrawn by some unknown person unauthorizedly. Perusal of Ex.C-1 shows that on different dates i.e. from 23.11.2020 till 26.11.2020, the amount has been debited from the account of the complainant vide different transactions. The complainant made a complaint to the bank about these unauthorized transactions and withdrawals. He also informed the police station city Nakodar, vide letter dated 03.12.2020 Ex.C-2. The complainant has further alleged that on 20.01.2021 when the complainant followed up the matter with the bank for the refund of this amount of Rs.1,00,000/-, the amount was credited in his account by the bank with the remarks '*by debit card complaint amount*', but thereafter he told this fact to the police station Nakodar and on this statement the complaint of the complainant was filed as the amount was deposited in the account of the complainant vide Ex.C-3.

7. The complainant has further alleged that when he went to withdraw the amount, he was not allowed to withdraw to the complainant. The amount of Rs.1,00,000/- was again debited by OP without intimation to the complainant by the bank. He has proved on record the copy of passbook Ex.C-7, copy of debit card, aadhar card and Pan Card Ex.C-8 to Ex.C-10.

8. The contention of the OP is that in terms of the RBI guidelines and its circular No.FRMD CIRCULAR NO.112/2019 dated 23.09.2019. The OP sent the complaint of the complainant to the New India Insurance Co. for necessary instructions. As per the guidelines of the RBI and Bank Rules, the amount was to be released after insurance claim is lodged with the insurance company. It has further been alleged by the OP that since the amount was more than Rs.50,000/-, therefore, the copy of FIR was required regarding the unauthorized withdrawal, but the complainant did not provide the copy of the FIR, therefore, the amount was debited from the account of the complainant for want of FIR. The OP has alleged that there is no deficiency in service rather the fault is on the part of the complainant.

9. The complainant has also produced on record the copy of the complaint written to the Commissioner Ex.C-6 dated 12.08.2021. He has also produced on record the copy of FIR Ex.C-11, which was registered on 25.07.2023. Perusal of Ex.C-7 shows that the amount was

credited in the account of the complainant on 20.01.2021 and the same was again debited on 02.03.2022. The OP has credited the amount of Rs.1,00,000/- in the account of the complainant on the basis of the RBI guidelines and its circular. The OP has proved on record the letter Ex.OP-3 showing that the debit card of the complainant has been blocked vide letter dated 02.06.2021. The claim form Ex.OP-4 was also sent to the insurance company by the OP. The OP was well within the knowledge of the fact that without copy of the FIR, the insurance company would not settle the account and would not allow the amount of Rs.1,00,000/- to be credited in the account of the complainant. As per Ex.OP-14, the insurance company has written a letter to the OPs to share the copy of FIR lodged by the customer as the disputed amount is more than Rs.50,000/-. On receiving this copy of the letter from the insurance company, the OP immediately asked the complainant to produce the FIR, but as per submission of the OP, the complainant did not produce the FIR, thereafter, the OP debited the amount of Rs.1,00,000/- from the account of the complainant. The amount was deposited in his account on 20.01.2021 and the complainant was not allowed to withdraw the amount from his bank account by the bank and thereafter, debiting the amount of Rs.1,00,000/- from the account of the complainant without intimation and without assigning any reason, is deficiency in service which has caused physically, mentally as well as financially harassment to the complainant. Therefore, the complainant is entitled for the relief and the complaint of the complainant is partly allowed. The complainant is directed to supply the copy of FIR to the bank within 10 days from the date of receipt the copy of order and the OP is directed to re-credit the amount of Rs.1,00,000/- in the account of the complainant within 10 days from the date of receipt the copy of FIR. Further, the OP is directed to pay a compensation including litigation expenses, to the tune of Rs.10,000/- for causing mental tension and harassment to the complainant. The entire compliance be made within 45 days from the date of receipt of the copy of order. This complaint could not be decided within stipulated time frame due to rush of work.

10. Copies of the order be supplied to the parties free of cost, as per Rules. File be indexed and consigned to the record room.

Dated	Jaswant Singh Dhillon	Jyotsna	Dr. Harveen Bhardwaj
24.05.2024	Member	Member	President

[Harveen Bhardwaj]
PRESIDENT

[Jyotsna]
MEMBER

[Jaswant Singh Dhillon]
MEMBER