

**DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION, FATEHGARH SAHIB**

Consumer Complaint No.	:	CC/91/2021
Date of Institution	:	10.09.2021
Date of Decision	:	20.05.2024

Kuldeep Singh son of Shri Hakikat Singh, resident of Village Khanpur, Tehsil and District Fatehgarh Sahib.

.....Complainant

Versus

1. ICICI Bank, Branch Bassi Road, Sirhind, Opp. Baba Zorawar Singh Fateh Singh Senior Secondary School, Tehsil and District Fatehgarh Sahib through its Branch Manager.
2. ICICI Lombard Branch Bassi Road, Sirhind, Opp. Baba Zorawar Singh Fateh Singh Senior Secondary School, Tehsil & District Fatehgarh Sahib through its Branch Manager.
(Deleted, vide order dated 17.8.2022).
3. NABARD having its office at Frontier Tower, 180-180/1, GT Road, Miller Ganj, Ludhiana, Tehsil and District Ludhiana, Punjab, through its Manager.

.....Opposite Parties

**Consumer Complaint under the Consumer
Protection Act, 2019.**

QUORUM:

Shri Sanjeev Batra, President
Ms. Shivani Bhargava, Member
Shri Manjit Singh Bhinder, Member

Present:-

For the complainant : Shri T.S. Kang, Advocate.
For OP No.1 : Shri Sumit Gupta, Advocate.
For OP No.2 : Deleted.
For OP No.3 : Ex parte.

PER MANJIT SINGH BHINDER, MEMBER:

ORDER:

Shorn of unnecessary details, the facts of the case are that the complainant is having a/c No.150601001305 with the OPs and is being properly maintained by him. The complainant availed loan of Rs.2,00,000/- from the OPs on 31.10.2018, which was to be paid through 36 instalments of Rs.6,782/- per month. The first instalment started from 15.12.2018. The OPs deducted an amount of Rs.24,780/- as insurance charges along with Rs.1,180/- for other charges and they disbursed an amount of Rs.1,74,040/- in the account of the complainant. OPs promised him that they will provide Rs.70,000/- as subsidy of the loan of Rs.2,00,000/-, which has been given by the NABARD through ICICI Bank Branch Sirhind. The said subsidy was to be given in six months from the first instalment. The complainant has paid 26 EMIs to the OPs from 15.12.2018 to 15.03.2021. The total amount paid by the complainant came to $\text{Rs.6,782/-} \times 26 = \text{Rs.1,76,332/-}$. In spite of

passing of the time of three years the OPs did not deliver the subsidy. The complainant many times went to OPs and requested them regarding his subsidy but they postponed the matter on one pretext or the other. One Kulwinder Kaur wife of Baljinder Singh R/o Village Harlalpur also received the loan of Rs.1 lakh for dairy farming from the OPs. The OPs had given Rs.35,000/- subsidy to said Kulwinder Kaur. The said amount of Rs.35,000/- transferred in the account of Kulwinder Kaur within six months from the first instalment. The CIBIL score of the complainant is going down due to act of OPs. The OPs also deducted the additional and future interest from the complainant. The complainant visited many a times to the office of OPs to deliver the subsidy of Rs.70,000/- to the complainant but they totally refused to deliver the subsidy to the complainant. Alleging deficiency in service and adoption of unfair trade practice on the part of the OPs, the present complaint has been filed for issuance of following directions to them:-

- i. To deliver the subsidy amount of Rs.70,000/- to the complainant;
- ii. To stop additional and further interest deducted by the OPs;

- iii. To pay Rs.1,00,000/- as damages including punitive damages on account of harassment and mental tension caused to him; and
 - iv. To pay Rs.25,000/- as counsel fee and cost of litigation.
2. Initially this complaint was filed against OPs Nos.1 and 2 only but an application dated 11.2.2022 was moved by the ICICI Lombard General Insurance Company Bank Limited-OP No.2 for deleting its name. The said application was allowed on 17.8.2022 and the name of OP No.2 was deleted. The complainant also moved an application dated 29.4.2022 for impleading NABARD as party in the array of OPs and the same was allowed on the same day. Accordingly NABARD was impleaded as OP No.3.
3. Notices were issued to the OPs Nos.1 and 3. OP No.3 appeared through counsel but it did not appear after one or two appearances. As such, OP No.3 was proceeded against ex parte, vide order dated 16.11.2022.
4. OP No.1 in its reply took certain preliminary objections to the effect that allegations of the complaint are highly disputed and complicated questions of law and facts are involved in the present complaint. The said aspect can be properly adjudicated after taking

voluminous evidence i.e. examination and cross-examination of the witnesses, which is not possible in the summary proceedings of the Consumer Fora. The complainant has concealed and suppressed the material and relevant facts of the case. On merits the facts regarding the bank account are admitted being matter of record. It is, however, submitted that the complainant at the time of availing of loan in question signed the NABARD declaration letter/application form (pages 9 to 15) mentioning therein that the customer will only receive subsidy, if the same is being provided by NABARD to the Bank. Hence there is no lapse from Bank's end and OPs never promised to the complainant for providing subsidy. It is the NABARD, who is to provide subsidy. CIBIL score of the complainant is going down and the complainant fails to deposit all the instalments in time. The charges were imposed in the account of the complainant because eight of the cheques got bounced. Denying any deficiency in service or adoption of unfair trade practice on the part of OP No.1, a prayer for dismissal of the complaint against it has been made.

5. In support of his complaint the complainant has placed on record his own affidavit as Ex.CW1/A and documents i.e. passbook

as Ex.C-1, statement of loan account as Ex.C-2 and Ex.C-3 and statement of account of Kulwinder Kaur as Ex.C-4.

6. On the other hand, OP No.1 has placed on record affidavit of its Manager Manpreet Singh as Ex.OP1 and documents i.e. copy of Facility Application as Ex.OP-2, copy of Sanction letter dated 31.10.2018 as Ex.OP-3, copy of SPDC Declaration to be submitted by borrower as Ex.OP-4, copy of NABARD Subsidy letter dated 31.10.2018 as Ex.OP-5, copy of letter of Deduction dated 31.10.2018 as Ex.OP-6, copy of Field Verification Report as Ex.OP7, copy of PAN card as Ex.OP-8, copy of Identity Card issued by Election Commission of India as Ex.OP-9 and copy of Aadhaar Card as Ex.OP-10.

7. We have heard learned counsel for the parties and have gone through the record of the case.

8. Kuldeep Singh, complainant, availed loan of Rs.2,00,000/- from OP No.1 on 31.10.2018. The said loan was to be repaid in 36 EMIs of Rs.6,782/-. The complainant was given to understand that he will be provided Rs.70,000/- as subsidy on the loan of Rs.2,00,000/-, which was to be provided by NABARD-OP No.3. The said subsidy was to be given within six months from the date of

payment of first instalment. The complainant has repaid 26 instalments of Rs.6,782/-, each, which is proved from the bank statement of the complainant as Ex.C-1 and Ex.C-2. However, the complainant has not been paid the subsidy amount of Rs.70,000/-.

9. The complainant has cited another similar loan case of one Smt. Kulwinder Kaur of the same village. Smt. Kulwinder Kaur availed the loan of Rs.1,00,000/- and was paid subsidy amount of Rs.35,000/- as proved by the complainant, vide bank statement of Kulwinder Kaur (Ex.C-4).

10. The stand of OP No.1 is that the said subsidy was to be paid by NABARD-OP No.3 and not by OP No.1.

11. In view of the averments made in the complaint, version of OP No.1 and the evidence on record this Commission is of the view that it is NABARD-OP No.3, who was to provide the subsidy to the complainant.

12. Accordingly this complaint is partly allowed against NABARD-OP No.3 and it is dismissed against OP No.1. NABARD-OP No.3 is directed to pass a speaking order as to whether the subsidy is payable or not to the complainant as per its standing Rules and Regulations, within a period of 30 days from the date of receipt of

certified copy of this order and if the complainant would have any grievance against that order, he will be at liberty to challenge the same. The NABARD-OP No.3 is directed to pay a sum of Rs.10,000/- to the complainant as composite compensation. Copies of this order be sent to the parties free of cost as per Rules. File be indexed and consigned to record room.

13. The complaint could not be decided within the statutory period for want of effective quorum.

(SANJEEV BATRA)
PRESIDENT

(SHIVANI BHARGAVA)
MEMBER

(MANJIT SINGH BHINDER)
MEMBER

Pronounced on : 20.05.2024

bansal

CC/91/2021

Present:-

For the complainant : Shri T.S. Kang, Advocate.
For OP No.1 : Shri Sumit Gupta, Advocate.
For OP No.2 : Deleted.
For OP No.3 : Ex parte.

Vide our separate detailed order of even date, this complaint is partly allowed against NABARD-OP No.3 and it is dismissed against OP No.1. NABARD-OP No.3 is directed to pass a speaking order as to whether the subsidy is payable or not to the complainant as per its standing Rules and Regulations, within a period of 30 days from the date of receipt of certified copy of this order and if the complainant would have any grievance against that order, he will be at liberty to challenge the same. The NABARD-OP No.3 is directed to pay a sum of Rs.10,000/- to the complainant as composite compensation. Copies of this order be sent to the parties free of cost as per Rules. File be indexed and consigned to record room.

2. The complaint could not be decided within the statutory period for want of effective quorum.

(SANJEEV BATRA)
PRESIDENT

(SHIVANI BHARGAVA)
MEMBER

(MANJIT SINGH BHINDER)
MEMBER

Pronounced on : 20.05.2024

bansal