

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

Complaint Case No. CC/288/2019
(Date of Filing : 23 Jul 2019)

1. Suresh Kumar

Suresh Kumar aged about 50 years son of Sh. Bhola Nath R/o
 75, Ujala Nagar, Basti Sheikh, Jalandhar.

Jalandhar

Punjab

.....Complainant(s)

Versus

1. RBL Bank Ltd

RBL Bank Ltd, GT Road, Jalandhar, through its Branch
 Manager.

Jalandhar

Jalandhar

2. RBL Bank Ltd

RBL Bank Ltd, Credit Card Division, Mahavit Shri Market
 Yard, Kohlapur 416005, Maharashtra. Regd. Office : RBL Bank
 Ltd, 1st Lane, Shahupuri, Kohlapur 416001, Maharashtra

.....Opp.Party(s)

BEFORE:

Harveen Bhardwaj PRESIDENT

Jyotsna MEMBER

Jaswant Singh Dhillon MEMBER

PRESENT: Sh. Manit Malhotra, Adv. Counsel for the Complainant.for the Complainant

Sh. Ajay Bhardwaj, Adv. Counsel for OPs.for the Opp. Party

Dated : 25 Jun 2024

Final Order / Judgement

BEFORE THE DISTRICT CONSUMER DISPUTES

REDRESSAL COMMISSION, JALANDHAR.

Complaint No.288 of 2019

Date of Instt. 25.07.2019

Date of Decision: 25.06.2024

Suresh Kumar aged about 50 years son of Sh. Bhola Nath R/o 75, Ujala Nagar, Basti Sheikh,
 Jalandhar.

.....Complainant

Versus

1. RBL Bank Ltd., G. T. Road, Jalandhar, through its Branch Manager.
2. RBL Bank Ltd., Credit Card Division, Mahavir Shri Shahu Market Yard, Kohlapur 416005, Maharashtra.

Regd. Office: RBL Bank Ltd, 1st Lane, Shahupuri, Kohlapur 416001, Maharashtra.

Corporate Office: RBL Bank Ltd. One Indiabulls Centre, Tower 2B, 6th Floor, 841, Senapati Bapat Marg, Mumbai-400013, Maharashtra.

..... **Opposite Parties**

Complaint Under the Consumer Protection Act.

Before: Dr. Harveen Bhardwaj (President)

Smt. Jyotsna (Member)

Sh. Jaswant Singh Dhillon (Member)

Present: Sh. Manit Malhotra, Adv. Counsel for the Complainant.

Sh. Ajay Bhardwaj, Adv. Counsel for OPs.

Order

Dr. Harveen Bhardwaj (President)

1. The instant complaint has been filed by the complainant, wherein it is alleged that the complainant was issued credit card by the OPs vide Card No.5256118851252387 in the year 2018, which was duly used by the complainant on the assurance of the OPs that the bank will provide best of the services and no extra/hidden charges will be charged later on. In January, 2019, the complainant lost his credit card during his visit to market which was duly informed to the OPs through customer care number and requested by the complainant to bank to block the credit card permanently with immediate effect. It was informed by customer care executive that for blocking credit card permanently the complainant needs to deposit the entire outstanding amount of Rs.30,196/- beforehand. The complainant has never received any account statement till date from the OPs. On 04.01.2019, the complainant deposited the entire outstanding amount of Rs.30,196/- through his account number 090234005100012 of the Jalandhar Central Co-op. Bank through RTGS vide UTR No.UTIBN19004003192. To the complainant's shock, again on 31.03.2019, a telephone call from the OPs was received by the complainant claiming Rs.1055/- as outstanding which was claimed to be balance remained in the credit card even after depositing the entire outstanding in the month of January, 2019. The complainant deposited Rs.1055/- on 16.04.2019, through his above said account through RTGS with the assurance that nothing is due

against the complainant and now the credit card will be blocked permanently. Again two days back, the complainant received another call from the call centre that a sum of Rs.4500/- is again due towards the complainant and the complainant need to deposit the said amount immediately. The complainant has requested to block the credit card after depositing entire outstanding of Rs.30,196/- on 04.01.2019 but the OPs have not blocked the credit card, after depositing the entire amount, the complainant has not used the credit card even once as he is not in custody of said credit card. The entire amount claimed by the OPs after 04.01.2019 is nothing less than extortion of money which the OPs are liable to pay back to the complainant alongwith interest to the complainant. As the complainant has already requested to block his credit card on 04.01.2019, any loss thereafter due to negligence of the OPs. Due to the act and conduct of the OPs, the complainant suffered mental tension, agony and harassment. Thereafter, the complainant got served a legal notice dated 16.05.2019, but all in vain 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 immediately block the credit card of the complainant and to return the excess amount alongwith interest charged by the OPs after 04.01.2019, when the complainant paid the full amount and requested the OPs to block his credit card. Further, OPs be directed to pay a compensation of Rs.1,00,000/- for causing mental tension and harassment to the complainant and Rs.33,000/- as litigation expenses.

2. Notice of the complaint was given to the OPs, who appeared through its counsel and filed its joint reply and contested the complaint by taking preliminary objections that the present complaint is not maintainable before this Forum because there are allegations of extortion made by the complainant in respect of matter involved in the complaint against the respondents. Therefore the said averments can be proved only by extensive evidence including the deposition of the handwriting experts, and verifying the documents, previous conduct and acts of the complainant and other witnesses and the production of voluminous documents and proving the same by examining a number of witnesses and the cross examination of the said witnesses. Consequently the said that the litigation is beyond the purview and scope of enquiry and jurisdiction of this Forum. Consequently the dispute, if any, can be decided only by the Civil Curt. It is further averred that the complainant is not a consumer as per the provisions of the Consumer Protection Act as the credit card of the complainant has been blocked and the respondents are not providing any services to the complainant nor the complainant is availing of any services and such the complaint is not maintainable. It is further averred that there are intricate questions of law and facts are involved in the present case and as such the present complaint is not maintainable and consequently the present complaint is liable to be dismissed. It is further averred that no cause of action accrued to the complainant against the respondents. The complainant has always been kept updated regarding the amount that is payable by him and no excess amount has ever been received or demanded by the respondents and as such he cannot show ignorance to the said knowledge about the facts. Moreover, when the complainant has settled the matter with the respondents and his request for waiver of the amount has already been acceded to by the respondents as the complainant approached the respondents to consider his case with a sympathetic approach and as per the discussion with the complainant, the respondents took a lenient view of the default and reversal was given against the outstanding/including charges and now No Dues are shown against the credit card of the complainant as on date and as a further goodwill gesture, the respondents removed the default of customer from CIBIL, there is no reason or ground to file the present complaint. Therefore, the complaint is not maintainable and is liable to be dismissed. It is further averred that the

respondents have provided the services to the complainant in most efficient and diligent manner and there is no deficiency or negligence on the part of the respondents in providing services to the complainant. Therefore, the complaint is liable to be dismissed. It is further averred that the complainant is guilty of suppressing and withholding material facts from this Forum and as such he is not entitled to any relief in the present case. On merits, it is admitted that the complainant had been availing the credit card bearing no.5256118851252387 in the year 2018 and it is also admitted that the credit card was being used by the complainant. It is also admitted that an assurance was given to the complainant that best services will be provided to him with no extra/hidden charges. It is also admitted that in the month of January, 2019, the complainant was informed that the outstanding amount of Rs.30,196/- is due and the same was deposited by the complainant on 04.01.2019. It is also admitted that they got the information that the credit card of the complainant has been lost and the credit card was blocked, 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 by the complainant.

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 as well as written arguments submitted by counsel for the OPs very minutely.

6. It is admitted that the complainant had been availing the credit card bearing no.5256118851252387 in the year 2018. It is also admitted that the credit card was being used by the complainant. It is also admitted that the OPs gave assurance to the complainant that best services will be provided to the complainant with no extra/hidden charges. It is admitted that in the month of January, 2019, the complainant was informed that the outstanding amount of Rs.30,196/- is due and as per Ex.C-1 and admission of the OPs, the amount of Rs.30,196/- was deposited by the complainant on 04.01.2019 vide his account No.090234005100012, which is evident from Ex.C-1. The complainant has alleged that his credit card was lost in the month of January prior to depositing Rs.30,196/- and the OP was duly informed and asked to block the credit card. It has been admitted by the OP in para No.2 on merits clause (d) that they got the information that his credit card has been lost as such, as per the said information the credit card of the complainant was marked as 'L' i.e. Lost. So, this fact is admitted that the credit card was blocked as the original card was lost.

7. The complainant has proved that in the year 2019, he again received the message on 31.03.2019 that Rs.1055/- and after 16.04.2019, he again received a message that Rs.4500/- are due towards him. As per the contention of the OP, the annual fee of the credit card was charged from the complainant i.e. Rs.3538.82 in the month of February, 2019. It has been alleged that the complainant has paid the only Rs.1055/- and the total amount due towards the complainant was Rs.4142.76 and due to non-payment of the annual fee and other charges as per the statement of account dated 22.07.2019, he was liable to pay Rs.7474.99, which included membership fee, late fee and other charges. As per the written statement filed by the OP, the complainant failed to make the payment, therefore, his card was permanently blocked. The OP has nowhere alleged that the card was not blocked, the moment, the complainant informed them about the lost card.

Ex.R3 shows the charges levied by the OPs are of annual fee, finance charges and late fee charges. Now the complainant has alleged the deficiency as it was the duty of the OP to block the card, the moment they received the information that the card has been lost. Once the card was not in possession of the complainant and the same was lost, therefore, he could not have used the card, the moment, it was lost. Instead of blocking the card, the OP has alleged that they made the credit card under the head of 'L' i.e. lost. Once the card was not used and information was given to the OP regarding loss of card and to block the card, it was the duty and responsibility of the OP to act accordingly. In such circumstances, the OP cannot charge the annual fee. The OP has relied upon the card member agreement Ex.R-2. Perusal of Ex.R-2 shows the fee and annual fee for primary and add on card holders. Other under the heading of fee and charges, nothing has been mentioned that the charges shall be levied in cases the card is blocked or the same is lost and information is received by the OP. There is no head to show that the charges are to be collected for the blocked cards. This clearly shows that the OP has wrongly levied the annual fee charges, fine, membership fee, late fee and other charges. The OP has blocked the card due to non-payment of charges as per their contention in written statement, which clearly proves the deficiency in service, unfair trade practice and negligence on the part of the OPs and thus the complainant is entitled for the relief.

8. In view of the above detailed discussion, the complaint of the complainant is partly allowed. The OPs are directed to return the excess amount charged after 04.01.2019 alongwith interest @ 6% per annum from the date of levying the charges till realization. Further OPs are directed to pay a compensation of Rs.10,000/- for causing mental tension and harassment to the complainant and Rs.5000/- as litigation expenses. 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.

9. 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
25.06.2024	Member	Member	President

[Harveen Bhardwaj]
PRESIDENT

[Jyotsna]
MEMBER

[Jaswant Singh Dhillon]
MEMBER