BEFORE THE TELANGANA STATE CONSUMER DISPUTES REDRESSAL COMMISSION : HYDERABAD.

F.A.No. 168 OF 2019
AGAINST ORDERS IN C.C.608/2014
DISTRICT CONSUMER COMMISSION-I, HYDERABAD

Between:
The CEO, SBI Card, 6th Floor, G.E.India Pvt.,
Near Begumpet Police Station, Hyderabad-560 003.
...........Appellant/ Opposite Party
And:
Mr.Abdul Khader, S/o Md.Yaseen,
R/o Narender Nagar Colony, Amenapur Village,
Patancheruvu Mandal, Medak District.
........Respondent/Complainant

Counsel for the Appellant/Opposite Party : AD LAW Partners
M.H.Hidayatullah.
Counsel for the Respondents/Complainant : M/s K.Hanumandlu

QUORUM :

HON'BLE SMT. MEENA RAMANATHAN, I/c PRESIDENT
&
HON'BLE SRI. V.V.SESHUBABU, MEMBER – (JUDICIAL)

THURSDAY, THE 21st DAY OF NOVEMBER
TWO THOUSAND TWENTY FOUR

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Order : (PER HON'BLE SRI. V.V.SESHUBABU, MEMBER– JUDICIAL)

1. The appeal is filed u/s 15 of Consumer Protection Act, 1986 by the Opposite Party, aggrieved by the order dated 28.01.2019 in CC 608/2014 passed by District Consumer Commission-I, Hyderabad, where under the opposite party was directed to pay a compensation of Rs.15,000/- with interest at 9% per annum from the date of complaint till the date of payment for causing mental agony, besides costs of Rs.5,000/-.

2. The brief averments of the complaint are that the complainant is a customer of opposite party Bank and holder of credit card bearing No. 4377486934203975; that he was due to

pay Rs.24,710.66ps and the same was paid in 6 EMIs @ Rs.4,420/-, thereby in all paid Rs.26,250/-; that at the insistence of opposite party, further paid during the period from 01.05.2013 to 27.03.2014, in all Rs.5,531/-; that without informing the complainant, the opposite party directly debited a sum of Rs.7,979/- from Savings Bank Account of the complainant lying with SBI, BHEL Branch, Ferozguda, Hyderabad; that as against the outstandings Rs.24,710.66ps, the opposite party excessively collected Rs.7,341/-; that the opposite party is liable to refund Rs.12,746.79ps., with interest at 18% per annum, besides compensation of Rs.10,000/- for causing mental agony and another Rs.10,000/- for the legal expenses; hence, the complaint.

3. The brief averments of the written version of Opposite Party are that the complaint is not maintainable either on facts or under law; that the complainant is put to strict proof of all the averments made in the complaint, except those that are admitted; that there is no deficiency of service at all; that a frivolous complaint is filed to make a wrongful gain, as such, punitive costs of Rs.10,000/- shall be imposed on the complainant; that the complainant is bound by the terms and conditions of the agreement entered by him with the SBI credit card division; that the complainant made a purchase worth Rs.27,896/- at Reliance Digital by using credit card on 05.04.2013; that he made a request to pay the said amount in 6 EMIs, but it was converted into 12 EMIs commencing from 04.06.2013; that the factum of conversion into 12 EMIs was communicated to the complainant vide E-statement; that the complainant stopped paying outstandings from May 2013, as such it accumulated Rs.7,979.35ps. and for the said reason, it was directly debited from his account through auto debited system; that refund of Rs.2,573/- was initiated towards late fee and finance charges; there is no outstanding in the account of the complainant as on date and no due certificate can be furnished on request. With this, requested to dismiss the complaint with exemplary costs.

4. Before the Commission below, complainant filed evidence affidavit as PW1 and got marked Ex: A1 to A22. Mr. Pradeep Kumar.I, POA, holder cum Asst.Manager, Legal of SBI Credit Cards, filed evidence affidavit as RW1 and got marked Ex.B1 to B6.

5. The Commission below, settled the following points for discussion viz..:

- **Whether the opposite party by collecting excess amount and debiting from the complainant's salary of Savings Bank Account without notice and knowledge caused be deficiency of service and unfair trade practice?**
- **Whether the complainant is entitled for the sum claimed in the complaint?**
- **To what relief?**

6. Having heard both sides, the Commission below basing on the material available on record, passed the order as stated supra. Aggrieved by the same, the present appeal is filed by the opposite party with the following grounds:

- The order of the Commission below is contrary to law, weight of evidence and probabilities of the case.
- The Commission below failed to observe that the complainant made purchase of Rs.27,896/- on 05.01.2013 and his request for 06 EMIs was converted into 12 EMIs;
- That as the complainant failed to pay outstandings, the dues accumulated to Rs.7,979/-;
- That the conversion of EMIs from 6 to 12 was communicated by way of E-Statement to the complainant from 04.05.2013;

With these grounds and others that will be urged at the time of arguments, requested to set aside the order of the Commission below and to allow the appeal.

7. Now the points for determination in the appeal are :

(1) Whether there is any deficiency of service on the part opposite party?
(2) Whether the order under appeal is sustainable as per law?
(3) Relief?

8. Heard oral arguments of the respondent who also filed written arguments. Written submissions are made for appellant, but he had not advanced oral submissions. For the sake of the convenience the parties will be addressed as they arrayed in the impugned order.

9. **POINTS 1 to 3:** As per PW1 outstandings in his account are to the tune of Rs.24,710.66ps. Ex.B2 goes to show that PW1 made a purchase for Rs.24,710.66 ps. Admittedly PW1, requested for the repayment of the amount in 6 EMIs. However, the opposite party provided to repay the same in 12 EMIs.

10. Ex.A3 to A8 goes to show that PW1 paid Rs.4,420/- each on 06 occasions which comes to Rs.26,520/- which is more than the value of purchased item. Whenever, EMIs are granted, it includes interest. Despite providing 12 installments, if the amount is paid in 06 installments, naturally interest component will be drastically reduced. Added, to the same PW1 was asked to pay Rs.3,000/- on 02.05.2013, i.e. prior to purchase of the item on 04.06.2012. So, we don’t know for what purpose PW1 paid the same under Ex.A1. Probably, it may be towards earlier purchase made by him. The same is the case with other payments made under Ex.A2 for Rs.1,440/- on 28.05.2013 and any payments made prior to the purchase of the item on 04.06.2013. It is to be observed that on 27.03.2014, PW1 made a payment of Rs.530/- on 27.03.2014; in the absence of any evidence that subsequent purchase of item on 04.06.2013, any other item is purchased by PW1, naturally, Rs.530/- under Ex.A9 shall be taken into consideration towards purchase of item dated 04.06.2013. It may as it may be there.

11. For the reasons better known to RW1, no calculations are furnished to show why an auto debit was made for Rs.7,979/- from SB Account of PW1. They have also not mentioned what is the interest component for the item purchased on 04.06.2013 for Rs.24,710.66ps. Unless the said information is furnished it is difficult to assess how much interest was charged for providing EMIs. Conveniently, the opposite party not answered the same. It is mentioned that they have initiated refund for Rs.2,573/-. It shows unless excess amount is paid for whatever, may be reason no refund will be made to the customer. Ex.B1 to B6 are no way helpful to the opposite party to establish that, they have not at all collected excess amount from PW1. After going through the above discussions and having meticulously gone through the order of the Commission below, we are of the view that the Commission below properly appreciated the evidence available on record and passed award. In other words, the appeal is liable for dismissal.

12. In the result, the appeal is dismissed without costs by confirming the order dated 28.01.2019 in CC No.608 of 2014, passed by the District Consumer Disputes Redressal Commission-I, Hyderabad.

The Respondent/Complainant is at liberty to withdraw the amount deposited by Appellant/Opposite Party to the credit of this appeal along with accrued interest thereon, towards part satisfaction of the decretal amount, after the lapse of revision time.

Dictated to the Stenographer and typed by her on the System and corrected by me and pronounced by us in the Open Court on this the 22nd day of November'2024.

Sd/-	Sd/-
I/c PRESIDENT	**MEMBER-JUDICIAL**

Dated : 21.11.2024

*AD