

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION  
CHANDIGARH DISTRICT COMMISSION  
CONSUMER COMPLAINT NO. DC/AB1/44/CC/465/2021**

Omesh Garg

PRESENT ADDRESS - s/o Sh. Pirt Paul Garg, r/o H.No. 5604, Sector 38, West,  
Chandigarh.CHANDIGARH,CHANDIGARH.

.....Complainant(s)

Versus

Employees Provident Fund Organization

PRESENT ADDRESS - (Ministry of Labour & Employment, Fovernment of India) Regional Office,  
Cantonment Board Building, Golibar Maidan, Pune- 411011 through its  
Commissioner.CHANDIGARH,CHANDIGARH.

.....Opposite Party(s)

**BEFORE:**

**AMRINDER SINGH SIDHU , PRESIDENT  
BRIJ MOHAN SHARMA , MEMBER**

**FOR THE COMPLAINANT:**

Omesh Garg, Devinder Kumar adv (Advocate)

**FOR THE OPPOSITE PARTY:**

Employees Provident Fund Organization

**DATED: 16/03/2026**

**ORDER**

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-II**

**U.T. CHANDIGARH**

Consumer Complaint No.	:	CC/465/2021
Date of Institution	:	22/07/2021
Date of Decision	:	16/03/2026

Omesh Garg son of Sh.Pirt Paul Garg, aged about 44 years, r/o House No.5604,  
Sector 38, West, Chandigarh.

... Complainant

**V E R S U S**

Employees Provident Fund Organization (Ministry of Labour & Employment,  
Government of India), Regional Office, Cantonment Board Building, Golibar  
Maidan, Pune-411011 through its Commissioner.

.... Opposite Party

<b><u>BEFORE:</u></b>	<b>SHRI AMRINDER SINGH SIDHU</b>	<b>PRESIDENT</b>
	<b>SHRI B.M. SHARMA</b>	<b>MEMBER</b>

**ARGUED BY:** Sh.Devinder Kumar, Counsel for complainant

None for OP

**ORDER BY AMRINDER SINGH SIDHU, M.A.(Eng.),LLM,PRESIDENT**

1. Complainant has filed the present consumer complaint pleading  
that he was working with M/s Tech Mahindra, Pune and was having EPF a/c

No.MH/PUN/ 34224/16179 (hereinafter referred to as “old PF account” )

and on 27.2.2009 he left the said job. On 19.7.2010, complainant was appointed by M/s Infosys Limited and is having EPF a/c No.PY/BOM/10088/151798 (hereinafter referred to as “*current PF account*”). In September 2010, complainant submitted EPF transfer application with the OP through his current employer for transferring the EPF account accumulations from his old PF account to the current PF account. Since no response was received, complainant sent an RTI application dated 30.9.2011 (Annexure C-1) with the request to provide the status of his transfer application, to which reply dated 9.11.2011 was received. Thereafter, lot of correspondence (Annexure C-3 to C-6) was exchanged. Finally on 16.4.2020, OP transferred an amount of 6,21,826/- which was short as the complainant was entitled to amount of 11,07,498/-. When the complainant objected vide RTI application dated 19.11.2020 (Annexure C-9), OP informed vide reply dated 27.11.2020 (Annexure C-9) that interest was stopped due to inoperative account from 1.4.2011 therefore interest of 2012-13 to 2015-16 was not credited. On 23.5.2021, complainant filed RTI appeal (Annexure C-10) before the competent authority but despite that the OP failed to consider the same and pay the balance amount/interest to him. Alleging the aforesaid acts amount to deficiency in service and unfair trade practice on the part of OP, complainant has filed the instant consumer complaint seeking transfer of the balance amount alongwith interest, compensation and litigation expenses.

2. In its written version, OP admitted the factual matrix. It is stated that the complainant was duly informed by the OP that due to some technical difficulties in processing the claim was persisting which was general for all such type of claims that is why his claim could not be processed. It is averred that the claim of the member was settled on 24.2.2020 and an amount of 6,21,826/- was transferred in his current PF account. However, interest for the financial year 2010-11 was not credited by system software application due to technical error, hence interest amount of 64,841/- for the financial year 2010-11 was transferred to current PF account of the complainant. Again the case was re-examined and up-to-date interest (including UCD period) was credited with amount of 3,67,052/- to the said account. Remaining allegations have been denied being false. Pleading that there is no deficiency in service or unfair trade practice on its part, OP prayed for dismissal of the consumer complaint.

3. In replication, complainant controverted the stand of the OP and reiterated his own. It is admitted that the OP transferred an amount of 3,67,052/- on 3.4.2022 and further an amount of 64,841/- on 7.6.2022. However, it is alleged that the OP has still paid the short amount and the complainant is entitled to an amount of 1,62,296/- as per calculation sheet (Annexure C-11).

4. Parties led evidence in support of their case.

5. We have heard the learned Counsel for the complainant and have

gone through the documents on record, including written arguments.

6. Admittedly, complainant had sought transfer of his provident fund accumulations from his old PF account to his current PF account in September 2010 and after prolonged delay of nearly a decade, only 6,21,826/- was transferred by the OP on 16.4.2020. It is further admitted case of the parties that thereafter, during the pendency of the instant consumer complaint, OP had transferred another amount of 3,67,052/- on 3.4.2022 and 64,841/- on 7.6.2022 in the account of the complainant after re-examination of the case.

7. In this regard, the case of the complainant is that OP is still liable to pay an amount of 1,62,296/- to him whereas the defence of the OP is that complainant has wrongly calculated the amount in his calculation sheet and nothing is due to him. No doubt, in support of his case, complainant has relied upon the calculation sheet (Annexure C-11) but the same appears to be prepared by the complainant/his counsel only and not by a Chartered Accountant or some expert. On the other hand, OP has contradicted the same by filing their calculation sheet (Annexure R-6) and stated that the complainant's case was re-examined and up-to-date interest (including UCO period) was credited in his account and nothing is due to him. In such circumstances, it is unsafe to hold that any amount is due to be transferred by the OP in the account of the complainant or that there is any deficiency in service or unfair trade practice on the part of OP to that extent.

8. Now coming to the question of delay in transfer of the PF amount, no doubt the OP, with a view to avoid liability, has taken the plea that the said delay occurred due to technical error/difficulties in processing the claim, but the same does not appear to be a plausible and valid ground. Moreover, except the self-serving bald averments in its defence, OP has not produced any cogent documentary evidence to explain such a long delay. Hence, it is safe to hold that there is definitely an inordinate and unexplained delay of nearly a decade on the part of OP in transferring the provident fund accumulations of the complainant, which in itself amounts to deficiency in service and unfair trade practice on its part and the consumer complaint deserves to succeed to that extent.

9. In view of the above discussion, the present consumer complaint succeeds, same is accordingly partly allowed and the OP is directed to pay lump sum amount of 50,000/- to the complainant as compensation for the harassment caused as well as litigation expenses.

10. This order be complied with by the OP within 60 days from the date of receipt of its certified copy, failing which aforesaid amount shall carry interest @ 9% per annum from the date of this order, till actual realization.

11. The pending application(s), if any, stands disposed of accordingly.

12. Certified copy of this order be sent to the parties, as per rules.

After compliance file be consigned to record room.

16/03/2026

[AMRINDER SINGH SIDHU]

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**PRESIDENT**

[B.M. SHARMA]

**MEMBER**

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**AMRINDER SINGH SIDHU**  
**PRESIDENT**

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**BRIJ MOHAN SHARMA**  
**MEMBER**