

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION

SOUTH II

CONSUMER COMPLAINT NO. DC/AB1/670/CC/238/2022

TARUN MANGLA

.....Complainant(s)

PRESENT ADDRESS – H.NO. 64, GALI NO. 10, MOLARBAND
EXTENSION, BADARPUR, NEW DELHI-110044.SOUTH EAST,DELHI.

Versus

PAYTM PAYMENT BANK LIMITED

.....Opposite Party(s)

PRESENT ADDRESS – 136, 1st FLOOR, DEVIKA TOWER, NEHRU
PLACE, NEW DELHI-110019.SOUTH EAST,DELHI.

BEFORE:

MONIKA AGGARWAL SRIVASTAVA , PRESIDENT

DR. RAJENDER DHAR , MEMBER

RITU GARODIA , MEMBER

FOR THE COMPLAINANT:

NEMO

FOR THE OPPOSITE PARTY:

NEMO

DATED: 18/09/2026

ORDER

CONSUMER DISPUTES REDRESSAL COMMISSION – X

GOVERNMENT OF N.C.T. OF DELHI

Udyog Sadan, C – 22 & 23, Institutional Area

(Behind Qutub Hotel)

New Delhi – 110016

Case No.238-2022

Tarun Mangla

H.No.64, Gali No.10,

Molarband Extension,

Badarpur,

New Delhi- 110044

.....Complainant

Vs.

Paytm Payment Bank Limited

136, 1st Floor, Devika Tower,

Nehru Place, New Delhi – 110019

Corp. Add: V.J. Business Towers,

Sector 125, Noida,

Uttar Pradesh 201303

.....Respondent No.1

ICICI General Insurance

3rd Floor, Veera Tower, Above ICICI Bank,

S-26,27,28 Green Park Ext. Market

New Delhi- 110016

Reg. Office at: ICICI Lombard House

414, P. Balu Marg, Off Veer Sawarkar Marg,

Near Siddhivinayak Temple, Prabhadevi

Mumbai 400025.

.....Respondent No.2

Date of Institution-26.08.2022

ORDER

RITU GARODIA- MEMBER

The complaint pertains to deficiency in service on the part of the OPs.

Brief facts as stated in the complaint are that the complainant holds an account with OP-1 registered through his mobile number 9871550333, which he regularly uses for financial transactions and bill payments via OP-1's App.

It is stated that on 06.07.2022, the complainant remitted an insurance premium payment of Rs.40,466/- to OP-2, the insurance, through OP-1's App using his registered mobile number. Though the OP-1's App reflected the transaction as successful, the insurer did not receive the funds.

It is stated that upon approaching OP-2 for the policy documents, the complainant was informed that the premium amount had not been credited to their account. The insurer subsequently issued an email confirming the non-receipt of the payment.

It is stated that the complainant reported the matter to OP-1's customer support, where he was initially advised to wait for 72 hours for the transaction to reconcile. However, upon re-approaching customer care after the stipulated time, OP disowned any responsibility.

The complainant sent a Demand-cum-Legal Notice dated 01.08.2022 to OP-1 demanding a refund of Rs.40,466/-.

The complainant has prayed for refund of Rs.40,466/- with interest @18% p.a., Rs.50,000/- as compensation and Rs.40,000/- towards litigation expenses.

OP-1 in its reply has stated that OP-1 acts as an automated conduit service provider for digital payments. It is contended that the transaction of Rs.40,466/- initiated by the complainant on 06.07.2022 was successfully processed from its end in accordance with the applicable wallet terms and regulatory guidelines.

OP-1 further clarified that upon receiving the complainant's query, it issued an email dated 14.07.2022 to OP-2 seeking clarification, whereupon the insurer confirmed that services had already been tendered against the remitted amount. OP-1 prays for dismissal of complaint.

OP-2 in its reply has stated that as per its official records, OP-2 did not receive the alleged payment of Rs.40,466/- on 06.07.2022 from the complainant or through the payment gateway.

OP-2 further states that a payment of Rs.40,466/- was received on 14.07.2022. Thereafter, the policy was issued.

The complainant in his rejoinder qua reply of OP-1 has stated that the complainant also received an email from OP-2 regarding non-receipt of the premium payment.

The complainant in his rejoinder qua reply of OP-2 has stated that the complainant received an email from OP-2 on 14.07.2022 regarding the amount paid on 06.07.2022. The complainant has also emphasized that premium payment was made to OP-2 on 14.07.2022 through another bank after which the policy was issued by OP-2.

The complainant has filed evidence by way of an affidavit and has exhibited the following documents:

- i. Copy of Aadhar card is exhibited as Ex CW1/A.
- ii. Copy of screenshot of account is exhibited as Ex CW1/B.
- iii. Copy of screenshot of transaction is exhibited as Ex CW1/C.
- iv. Copy of e-mail is exhibited as Ex CW1/D.
- v. Cop of statement of the second payment is exhibited as Ex CW1/E.
- vi. Copy of legal notice is exhibited as Ex CW1/F.

OP-1 has filed evidence by way of an affidavit and has exhibited the following documents:

- i. Copy of proof of successful transaction is exhibited as Annexure OP1/2.
- ii. Copy of terms and conditions is exhibited as OP1/3.
- iii. Copy of email dated 14.07.2022 is exhibited as OP1/4.

OP-2 has filed evidence by way of affidavit.

Parties have filed their written arguments.

The Commission has considered the pleadings and documents on record. The Paytm records indicates that Rs.40,466/- has been paid to OP-2 insurance on 06.07.2022 through the Paytm Wallet of the complainant.

OP-1, Paytm, has placed on record a copy of account details which reflects successful transaction on 06.07.2022 to ICICI Lombard Insurance.

Email dated 14.07.2022 from OP-2 to the complainant reflects that one payment is being reflected with failed status.

The account statement of the complainant clearly reflects that Rs.40,466/- was debited through Paytm wallet on 06.07.2022. The said account also reflects that Rs.40,466/- was paid again on 14.07.2022 through www.razorpay.com

The policy certificate clearly indicates that it was issued on 14.07.2022 on payment of premium of Rs.40,466/-.

Thus, it is evident that complainant paid Rs.40,466/- on 06.07.2022 through Paytm towards premium payment of insurance. The transaction was shown as successful to the complainant and OP-1 Paytm. However, no amount was received by the insurance, OP-2. The complainant paid the premium again on 14.07.2022.

Hence, we find OP-1 deficient in service in not transferring the money for successful transaction. OP-1 was further deficient in not refunding this amount to the complainant. Hence, the Commission find OP-1 guilty of deficiency in service and direct OP-1 to refund Rs.40,466/- with 7% interest from date of transaction i.e. 06.07.2022 till payment. We also award a compensation of Rs.25,000/- and litigation expenses of Rs.5,000/- to be paid by OP-1 to the complainant.

25. Order to be complied with within 60 days of the date of the Order failing which the entire order will carry of interest of 8% from the date of order till realization. Copy of the Order be provided to the parties as per rules. File be consigned to record room. Order be uploaded on the website.

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MONIKA AGGARWAL SRIVASTAVA
PRESIDENT

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DR. RAJENDER DHAR
MEMBER

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RITU GARODIA
MEMBER