

Date of Filing: 05.04.2022
Date of Disposal: 28.08.2023

**BEFORE THE III ADDITIONAL BANGALORE URBAN
DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION
BENGALURU – 560027**

DATED THIS THE 28TH DAY OF AUGUST 2023

CONSUMER COMPLAINT NO: 74/2022

PRESENT:

SRI. SHIVARAMA. K : PRESIDENT
SRI. CHANDRASHEKAR.S.NOOLA : MEMBER

P.V. Ramesh Kumar,
S/o. late. P.V. Jayaram,
Aged about 68 years,
R/at 20, 3rd Floor,
Pauls' Castle Street,
Ashokanagar,
Bengaluru-560025.

..... COMPLAINANT

(B. Somashekar Associates, Adv)
V/s

1. The Officer Concerned,
ICICI Credit Card Care Officer,
ICICI Bank Ltd.,
M.G. Road Branch,
Bengaluru-560025.
(J.M. Patil & Associates, Adv)

..OPPOSITE PARTY No.1

2. Shruthi/Officer Incharge,
Credit Card Division Manager,
ICICI Bank Bommanahalli Branch,
Bommanahalli, Begur Hobli,
Bengaluru.

..OPPOSITE PARTY No.2

(Manjunath, Manager, Legal. ICICI)

// JUDGEMENT //

BY SRI. CHANDRASHEKAR.S.NOOLA, MEMBER

01. The complainant, submit this complaint under Section 35 of the Consumer Protection Act 2019, seeking redressel for grievances arising from the actions of the opposite party. The complainant request this commission to direct the opposite party to pay a sum of Rs.2,30,000/-. This amount encompasses compensation for the deficiency of services, incurred damages, and the costs associated with these court proceedings.

Brief facts of the case are as follows:

- 02.** The complainant, a senior citizen, had been utilizing a credit card provided by the opposite party for several years. Without fail, the complainant adhered to the terms by consistently clearing the dues.
- 03.** Amidst the COVID-19 pandemic, the complainant formally approached the opposite party to terminate the credit card facility. In response, the opposite party advised the complainant to render the card unusable by breaking it into two pieces, following which the fragments were to be left at the counter due to pandemic-related safety precautions.
- 04.** The credit card remained dormant and unused for an uninterrupted span of two years, the opposite party continued to levy charges. Furthermore, the complainant faced unwarranted duress through coercive measures,



including menacing calls that demanded unjustified payments. In September 2021, the complainant-initiated correspondence by sending an email to the opposite party, detailing the predicament. The opposite party responded, advising the complainant to update the status.

- 05.** Following the opposite party's instructions, on September 16th, 2021, the complainant, albeit under protest, made the stipulated payment. This payment was made with reservations, given the circumstances.
- 06.** Displaying a strong commitment to resolving the issue, the complainant sought assistance by bringing the matter to the attention of Dispute Resolution Officers in Bombay and Hyderabad through telephonic interactions. Unfortunately, despite the complainant's endeavors, the opposite party's officials persisted in adopting unjustified behavior and propagated false claims.
- 07.** The opposing party opposes the complainant's assertions, claiming that under the terms and conditions, if the customer pays only the minimum amount due, any amount less than the whole amount due will result in appropriate charges and interest being assessed on the account. The opposing party counters that according to the 24/01/2020 statement, the complainant's credit card account had a credit balance of 0.35 and an annual fee for the 7th year was charged for the credit card on 26/01/2020. On the same day, the situation was reversed. The complainant opted to receive more reward



points on 28/04/2020, resulting in a redemption charge of Rs. 25 and GST of Rs. 4.5, resulting in an outstanding balance of Rs.29.15 as of the 25/05/2020 statement.

- 08.** Because the outstanding balance was less than Rs. 100, no further statements were generated, and no charges were imposed. However, on January 25, 2021, an annual fee of Rs. 500 and GST of Rs. 90 was levied on the credit card, and as a result, the overdue amount as per the statement created was Rs. 619.15, and owing to non-receipt of payment in succeeding months, late payment fees and interest charges were collected.
- 09.** The opposing party Bank contends that the complainant made a cash payment of Rs. 595 on 17 September 2021 (interest of Rs. 73.61 plus GST of Rs. 13.25 and late payment of Rs. 1000 + GST of Rs. 180) process on the customer's credit card on 24 September 2021. As a result, as a courtesy, the opposing party had the card outstanding zeroed out on April 25, 2022.
- 10.** The points that would arise for consideration are as under:
- i) Whether the complainant has proved the deficiency of service on the part of opposite parties?
 - ii) Whether the complainant is entitled for the relief sought?
 - iii) What order?
- 11.** Our findings on the aforesaid points are as follows:
- Point No.1: In Affirmative.**
Point No.2: Partly Affirmative.

Point No 3: As per the final order of the following:-

REASONS

- 12. POINT No.1 & 2:** The complainant, a senior citizen, had been utilizing a credit card and diligently clearing the dues on time. Amidst the COVID-19 pandemic, on November 20, 2019, the complainant requested the opposite party over the phone to terminate the credit card facility. Additionally, a letter dated September 11, 2021, was sent by the complainant, which was acknowledged by the opposite party through their email marked as P-11. Subsequently, the complainant sent several emails to the opposite party, expressing objections regarding the outstanding balance.
- 13.** The opposite party failed to submit their version within the stipulated statutory period. In their written statement, it was initially mentioned that there was a credit card due of 0.35, later changing to the complainant opting for more reward points on April 28, 2020, resulting in an outstanding amount of rupees 29.15. However, the opposite party was unable to substantiate the existence of the outstanding amount. A mere balance of Rs. 0.35 was manipulated by the opposite party into a bill amounting to rupees 595. This occurred despite the complainant's request for the credit card's cancellation.
- 14.** The complainant resorted to filing a complaint with the police station and sent a legal notice. The opposite party claims that as a gesture, the outstanding amount was set to zero on April

25, 2022, subsequent to the filing of a complaint under the Consumer Protection Act 2019 on April 5, 2022.

15. Upon review, the commission noted that the opposite party excessively charged the complainant, causing mental distress and inconvenience. The opposite party transformed a balance of rupees 0.35 into an inflated sum of rupees 595, while the complainant asserts that the opposite party demanded Rs. 6000 without providing substantial evidence. It is evident that the opposite party engaged in unfair trade practices.
16. **POINT No. 3** : In the light of the aforementioned discussions, the commission issues the following order:-


ORDER

The complaint is allowed in part.

The opposite party is hereby directed to make a payment of Rs.5,000/-and to issue No Due Certificate. This amount encompasses the financial hardships, mental agony, and inconveniences endured by the complainant.

The opposite party is instructed to adhere to this order within 45 days from the date of receiving this directive. Failure to comply with this order will result in an interest rate of 9% being levied from the date of order until the date of the actual realization of the payment.

Applications pending, if any, stand disposed of in terms of the aforesaid judgment.

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Supply free copy of this order to both the parties and return extra copies of the pleading and evidence to the parties.

(Dictated to the Stenographer, typed by her, the transcript corrected, revised and then pronounced in the open commission on **28th day of August 2023**).


(CHANDRASHEKAR.S.NOOLA)
MEMBER


(SHIVARAMA. K)
PRESIDENT

*ARN

//ANNEXURE//

Witness examined for the complainant side:

-NIL-

Documents marked for the complainant side:

1. Xerox copy of credit card. EX-P1.
2. Xerox copy of Police complaint dt. 26.02.2021. EX-P2.
3. Xerox copy of Complaint form. EX-P3.
4. Xerox copy of E-mail. EX-P4.
5. Copy of letter dt: 17.09.2021. EX-P5.
6. Copy of Deposit slips dt. 17.09.2021. EX-P6
7. Xerox copy of E-mail communications. EX-P7
8. Xerox copy of credit card statement. EX-P8.
9. Xerox copy of E-mail. EX-P9
10. Copy of legal notice with postal receipts. EX-P10
11. Xerox copy of E-mail communication. EX-P11

Witness examined for the opposite party side:

-NIL-

Documents marked for the opposite party side:

-NIL-


(CHANDRASHEKAR.S.NOOLA)
MEMBER


(SHIVARAMA. K)
PRESIDENT