

Date of Filing : 16.12.2022

Date of Order : 15.06.2023

**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION-III, HYDERABAD.**

Present

SRI M. RAM GOPAL REDDY, PRESIDENT
SMT. D.SREEDEVI, MEMBER
SMT. J.SHYAMALA, MEMBER

Thursday, the 15th Day of June' 2023

C.C.No.806 of 2022

Between:

Mavarpu Parmesh,

.....Complainant

And:

1. PAYTM, Represented by its Authorised Signatory,
Having its office at: Building, Prashant Hills,
Manikonda, One 97 Communications Limited,
1st Floor, Raidurg, MJR Magnifique.
2. PAYTM, Represented by its Authorised Signatory,
Having its office at: One 97 Communications Limited B 121,
Sector 5, Noida – 201301.

.....Opposite Parties

Counsel for the Complainant : Mr. Praveen Puram, Advocate.

Counsel for the Opposite Party No.1 & 2 : Absent.

ORDER:

(PER SMT. J.SHYAMALA, MEMBER, ON BEHALF OF THE BENCH)

1. The Complainant filed this complaint under section 35 of the Consumer Protection Act, 2019, seeking a direction to the opposite parties No.1 & 2 :
 - (i) To return the amount of Rs.12,000/-, along with 24% p.a. interest from 15.09.2022 till realization.
 - (ii) To pay Rs.2,00,000/- to the complainant towards compensation and mental agony faced by the complainant for their deficient services.

- (iii) To pay Rs.10,000/- to the complainant towards the cost of the complaint.
- (iv) And pass any such order/orders as the Hon'ble Commission may deem fit and proper in the facts and circumstances of the case.

2. The case of the complainant is that, he having installed opposite parties app from the Google Play Store has been using the said platform for making payments at merchant sites and for money transfers. The complainant on 15.09.2022, around 09:19 A.M., made a transfer of Rs.12,000/- to one of his friend namely, B.Srinivas vide order ID:2022091509210076, UPI Ref. No.225805089762. The complainant's Paytm App was linked with the SBI Bank Account of the complainant ending with xxxxxx xxxxxx 21742. The moment complainant transferred the amount using the Paytm App, the money was deducted from the bank account of the complainant, however the same was not transmitted to the recipient. The recipient Mr. B.Srinivas is also holding a savings account with SBI ending with xxxxxx xxxxxx 01727 and when the complainant enquired with the recipient, the recipient has informed the complainant that the money was not credited to his account. The complainant was panic and tried to check his account and Paytm transactions and was able to see that the money was deducted from his bank account and also the same was confirmed by the Paytm App. However, despite waiting for couple of hours, the transaction was not completed. Complainant has contacted the customer care of the opposite parties and informed them that his account was debited for an amount of Rs.12,000/- and a message was also received stating that the transaction was successful but the recipient did not receive it. The opposite parties customer care representatives informed that the money will be refunded back and credited to the same account if not processed. The complainant waited for some time and he received a message that the amount will be refunded and the same was not done. He further received a message that the refund was not processed successfully and again it will be reprocessed. The complainant waited for substantial amount of time but the reversal did not happen. When the complainant contacted the customer care again, they were not responding properly, as such the complainant felt that he was cheated by the opposite parties. The complainant again reached out to his banker and also to the banker of the recipient and obtained statement of both the accounts, however, the statements are reflecting only one

transaction i.e. a debit of Rs.12,000/- from the account of complainant and there was no credit entry in the account of the recipient B.Srinivas nor was there a reversal of amount of Rs.12,000/- to the bank account of complainant. It is pertinent to submit that the opposite parties are least bothered to address the issue to the complainant, hence amounts to unfair trade practice and constitute deficient services as prescribed under the Consumer Protection Act, 2019. The opposite parties are liable for their deficient services and the complainant is entitled for adequate compensation from opposite parties apart from getting refund of the amount that was debited from his account. The opposite parties subjected the complainant to severe mental agony and harassed the complainant by not providing services as promised, as such the opposite parties have violated the terms and conditions of service and expectations of the complainant. Hence, this complaint.

3. Despite receipt of notice by the opposite parties, they did not appear before the Commission to make representation and to file written version (within statutory period of 45 days) either to deny or dispute the allegations made by the complainant. Hence, the right to file written version by opposite parties was forfeited vide docket proceedings dated 21.02.2023.

4. During the course of trial, the complainant got himself examined as PW1 and got marked Ex.A1 to Ex.A6. Opposite parties remained absent through out the proceedings. Heard complainant.

5. The points for consideration are:-

1. Whether there is any deficiency of service and unfair trade practice on the part of the opposite parties?
2. Whether the complainant is entitled for the relief sought for?
3. To what extent?

6. Point No.1 & 2:

As per Ex.A1 to A6, there is no dispute that, the complainant transferred Rs.12,000/- using the Paytm App of opposite parties on 15.09.2022 to one Mr.B.Srinivas as such, the money was deducted from the bank account of the complainant, however the same was not transmitted to the recipient Mr. B.Srinivas. The complainant also received a message from opposite parties, stating that the transaction

was successful, but the recipient did not receive it. On enquiry, the opposite parties customer care representatives informed that the money will be refunded back and credited to the same account if not processed but the same was not done even after much persistence followup by the complainant. The complainant filed a memo dt.05.06.2023 stating that, during pendency of the complaint, the opposite parties credited Rs.12,000/- into his account on 02.03.2023 i.e, with delay of 6 months itself, proves the deficiency in service by the opposite parties and this commission feels that, the complainant is entitled for compensation of Rs.3,000/- and Rs.2,000/- towards cost of the complaint and these points are decided in favour of the complainant.

7. Point No.3:-

In the result, the complaint is allowed in part directing the opposite parties to pay;

- a) Rs. 2,000/- (Rupees two thousand only) towards compensation for causing mental agony due to abnormal delay in crediting the transacted amount
- b) Rs.1,000/- (Rupees one thousand only) towards cost of the complaint.

Time for compliance is 45 days from the date of receiving copy of this order.

Dictated to steno transcribed and typed by her pronounced by us on this the 15th Day of June' 2023.

MEMBER

MEMBER

PRESIDENT

APPENDIX OF EVIDENCE
WITNESSES EXAMINED

For Complainant:-

PW1 : Sri. Mavarpu Parmesh

For Opposite Parties:-

Absent

Documents Marked:-**For Complainant:**

Ex.A1 – is the Xerox copy of Transaction in Paytm App, dated: 15.09.2022.

Ex.A2 – is the Xerox copy of Payment History in Paytm App,
dated: 15.09.2022.

Ex.A3 – is the Xerox copy of Conversation with Paytm help & support,
dated:11.07.2022.

Ex.A4 – is the Xerox copy of SMS from Paytm, dated: 15.09.2022.

Ex.A5 – is the Xerox copy of SBI Bank Statement of complainant,
dated: 15.09.2022 to 15.10.2022.

Ex.A6 – is the Xerox copy of SBI Bank Statement of Recipient,
dated: 10.09.2022 to 31.10.2022.

For Opposite Parties No.1 & 2:

NIL

MEMBER

MEMBER

PRESIDENT

NV