

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-I,  
U.T. CHANDIGARH**

Consumer Complaint No.	:	CC/786/2021
Date of Institution	:	27/10/2021
Date of Decision	:	05/01/2024

1. Subash Chander Gupta aged about 65 years S/o Late Sh.Ram Pertap, R/o H.No.140, Sector 10, Panchkula.
2. Manu Gupta aged 37 years S/o Sh.Subash Chander Gupta, R/o H.No.140, Sector 10, Panchkula.

... Complainants

V E R S U S

1. PNB Housing Finance Ltd., SCO No.323-324, First Floor, Sector 35-B, Chandigarh through its Branch Manager.
2. PNB Housing Finance Ltd., 9<sup>th</sup> Floor, Antriksh Bhawan, 22 Kasturba Gandhi Marg, New Delhi-110001 through General Manager.

... Opposite Parties

<b>CORAM :</b>	<b>PAWANJIT SINGH SURJEET KAUR SURESH KUMAR SARDANA</b>	<b>PRESIDENT MEMBER MEMBER</b>
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**ARGUED BY** : Sh.Sanjeev Sharma, Advocate for Complainants.  
: OPs ex-parte.

**Per Surjeet kaur, Member**

1. Averments are that the complainants approached the OP No.1 for housing loan to the tune of Rs.70,00,000/-. The OP No.1 have sanctioned the total loan amount Rs.70,19,525. The tenure of the loan was sanction for 180 months initially followed by floating fixed 9.50% interest per annum for 1 year from the date of first disbursement followed by floating rate of interest to be applicable thereafter per annum for remaining repayment period as per terms and conditions (Annexure C-1 to C-3). It is further stated that the cheque of loan amount was issued on 13.02.2018 and the same was given to the complainants on 16.02.2018 and instead of giving the sanctioned loan amount cheque on 13.02.2018 reasons best known to the OP's the same was given to the complainants on 16.02.2018 which got cleared on 16.02.2018 but the OP No.1 had imposed the interest upon the complainants w.e.f. 13.02.2018 which is unfair trade practice as the period of 4 days for which the OP had taken the interest i.e., from 13.02.2018 till 16.02.2018 amounting to Rs.6000/- approximately the same is not liable to be paid by the complainant to the OP's and the same is also liable to be refunded back to the complainants with interest thereof. It is also stated that the complainant No.1 in the month of April, 2018 made prepayment of Rs.45,00,000/- to the loan account and the OP No.1 levied Rs.1,55,000/- as

prepayment charges @ 3% + GST and instead of depositing Rs.45,00,000/- lacs in the loan account the OP No.1 had deposited Rs.43,46,146/- which is against the notifications issued by the RBI from time to time and RBI further clarified that NBFCs shall not charge foreclosure charges/prepayment penalties on any floating rate term loan sanctioned for purposes other than business to individual borrowers with or without co-obligant(s) and the factum of receipt of Rs.45,00,000/- has been admitted by OP No.1 as prepayment vide email dated 11.04.2018 (Annexure C-4). Despite of giving many reminders by the complainant No.1 to OP No.1 regarding prepayment charges, OP No.1 did not reverse the repayment charges levied on prepayment made in April, 2018 amounting to Rs.45 lacs. The complainant No.1 deposited the final amount of Rs.1,29,427.89/- with the OP No.1. The NOC was issued by the OP No.1 on 03.07.2020 however, since the grievances having not been redressed by the OPs till date. Hence, is the present consumer complaint.

2. Notice of the complaint was sent to OPs for seeking their version of the case. However, nobody appeared on behalf of OPs despite service, therefore, they were proceeded ex-parte on 25.05.2022.
3. Complainants led evidence by way of affidavits and documents.
4. We have heard the learned counsel for the complainants and gone through the record of the case.
5. Through the present complaint, the complainant has prayed for the refund of amount of Rs.1,55,000/-, which the OPs have illegally charged as foreclosure charges amount and also the interest on the amount for which the cheque issued on 13.02.2018 was deposited on 16.02.2018 which resulted in loss of Rs.6,000/- to the complainant as interest which is deficiency in service on the part of OPs. Apart from this, the complainant has further sought, compensation and litigation.
6. After going through the documents on record, it is evident from Annexure C-4, an email from the OPs to the complainant dated 11.04.2018 which confirms the receipt of Rs.45,00,000/- towards prepayment made in the loan account of the complainant. On the other hand, Annexure C-5, the copy of Loan Amortization Schedule, the entry against 13.04.2018 is of Rs.43,46,146/-, only and not the complete amount of Rs.45,00,000/-, the amount paid by the complainant to the OPs towards loan. As per the allegation of the complainant the difference of above two amounts is equal to Rs.1,55,000/- which is illegally charged by OPs. Further, as per RBI guidelines dated 02.08.2019 annexed by the complainant, there is mention regarding the levy of foreclosure charges as per the clause 2 of the aforesaid RBI guidelines which is as below: -

**“It is clarified that NBFCs shall not charge foreclosure charges/pre-payment penalties on any floating rate term loan sanctioned for purposes other than business to individual borrowers, with or without co-obligant(s).”**

Also, on the next page there is mention of that during the term of home loan part prepayment of loan (on Floating Rate of Interest) by individual Borrower(s) is free. Hence, in our opinion, the act of OPs for charging foreclosure charges from the complainant clearly depicts the deficiency in service. Pertinently, instead of giving sanctioned loan amount cheque on 13.02.2018, the OPs handed over to the complainant on 16.02.2018. But the OP No.1 had imposed interest upon the complainant with effect from 13.02.2018 which is proximately Rs.6,000/- which in our opinion not to be paid by the complainants. Hence, the act of OPs for non-providing proper services proves deficiency in services on their part and their indulgence in unfair trade practice.

7. Significantly, OPs did not appear to contest the claim of the complainants and preferred to proceed against ex-parte. This act of the OPs draws an adverse inference against them. The non-appearance of the OPs shows that they have nothing to say in their defence against the allegations made by the complainants. Therefore, the assertions of the complainants go un rebutted and uncontroverted.
8. In view of the above discussion, the present consumer complaint succeeds and the same is accordingly partly allowed. OPs are directed as under :-
  - i. To refund amount of ₹1,55,000/- alongwith an amount of ₹6,000/-to the complainants alongwith interest @ 9% per annum from the date of filing of this complaint onwards.
  - ii. to pay an amount of ₹10,000/- to the complainants as compensation for causing mental agony and harassment to them.
  - iii. to pay ₹8,000/- to the complainants as costs of litigation.
9. This order be complied with by the OPs within 45 days from the date of receipt of its certified copy, failing which, they shall make the payment of the amounts mentioned at Sr.No.(i) & (ii) above, with

interest @ 12% per annum from the date of this order, till realization, apart from compliance of direction at Sr.No.(iii) above.

10. Pending miscellaneous application, if any, also stands disposed of.

11. Certified copies of this order be sent to the parties free of charge. The file be consigned.

05/01/2024

*Ls*

**Sd/-  
[Pawanjit Singh]  
President**

**Sd/-  
[Surjeet Kaur]  
Member**

**Sd/-  
[Suresh Kumar Sardana]  
Member**