

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, GURDASPUR
DISTRICT ADMINISTRATIVE COMPLEX , B BLOCK ,2nd Floor Room No. 328**

**Complaint Case No. CC/209/2023
(Date of Filing : 26 Oct 2023)**

1. Surinder Kaur

W/o Phuman Singh r/o Improvement Trust 6/10, Batala road,
Improvement Trust colony.

Gurdaspur

Punjab

.....Complainant(s)

Versus

1. HDFC Bank

Branch Tibri Road, Gurdaspur through its Manager.

2. 2.HDFC Bank House

Senapati Bapat Marg, Lower Parel W, Mumbai, Through its
MD.

.....Opp.Party(s)

BEFORE:

Sh.Lalit Mohan Dogra PRESIDENT

Sh.Bhagwan Singh Matharu. MEMBER

PRESENT: Sh.P.S.Ghuman, Adv., Advocate for the Complainant 1

Sh.Deepak Aggarwal, Adv., Advocate for the Opp. Party 1

Dated : 27 Dec 2023

Final Order / Judgement

New Complaint No.209 of 2023.

Date of Institution:26.10.2023.

Old Complaint No:192 of 2018.

Date of Institution:13.04.2018.

Date of order:27.12.2023.

Surinder Kaur Wife of Phuman Singh, resident of Improvement 6/10, Batala Road, Improvement Trust Colony, Gurdaspur, Tehsil and District Gurdaspur.

.....Complainant.

VERSUS

1. HDFC Bank, Branch Tibri Road, Gurdaspur, through its Manager.

2. HDFC Bank House, Senapati Bapat Marg, Lower Parel (W), Mumbai – 400013, through its Managing Director.

....Opposite parties.

Complaint U/S 12 of the Consumer Protection Act.

Present: For the Complainant: Sh.P.S.Ghuman, Advocate.

For the Opposite Parties: Sh.Deepak Aggarwal, Advocate.

Quorum: Sh.Lalit Mohan Dogra, President, Sh.Bhagwan Singh Matharu, Member.

ORDER

Lalit Mohan Dogra, President.

Surinder Kaur, Complainant (here-in-after referred to as complainant) has filed this complaint under section 12 of the Consumer Protection Act (here-in-after referred to as 'Act') against HDFC Bank Etc. (here-in-after referred to as 'opposite parties).

2. Briefly stated, the case of the complainant is that the complainant alongwith her son Shehbaz Singh opened a joint saving A/c No. 02651000018202 in the bank of the OP No. 1 on dated 07.06.2004. It is pleaded that the son of the complainant has migrated to USA, after it the complainant is operating the account in his absence since long time without any hindrance. It is further pleaded that son of the complainant has immoveable property in India, the son of complainant have given some land on rent to Bharat Petroleum Corporation Ltd. etc., the above said company directly send cheque of rent in the joint account of complainant regularly. It is further pleaded that on dated 27.01.2018 the complainant received a letter from the Bharat Petroleum Corporation Ltd., in that letter the company have disclosed that the company received information from the petroleum company that the above said account of the complainant have been closed by the opposite parties. It is further pleaded that in fact the opposite parties have not send any notice to the complainant about the above said facts, when the complainant contacted with the OP No.1 he told that the OP No. 1 have closed the account of the complainant as the complainant have not furnish Aadhaar Card of Shehbaz Singh. It is further pleaded that in fact according instructions of Govt. / Reserve Bank of India the time period to furnish the Aadhaar Card is till June 2018, but the opposite parties have closed the account of complainant illegally before the last date. It is further pleaded that the complainant has already handed over the Aadhaar Card to the opposite parties, but the opposite parties have illegally closed the account without any notice. It is further pleaded that due to the illegal act of the opposite parties, the complainant have received lot of loss as the cheques of petroleum company have regularly got returned without encashment in the same and the complainant is unable to do his business through the payment of this bank. It is further pleaded that due to this illegal act and conduct of the opposite parties the complainant has suffered great loss and also suffered mental agony, Physical harassment and inconvenience. It is further pleaded that there is a clear cut deficiency in service on the part of the opposite parties.

On this backdrop of facts, the complainant has alleged deficiency and unfair trade practice on the part of the opposite parties and prayed that necessary directions may kindly be issued to the opposite parties to re-open the Account No. 02651000018202 of the complainant in the bank

of the opposite party No.1 immediately and also give Rs.50,000/- as mental pain, agony and harassment to the complainant, in the interest of justice.

3. Upon notice, the opposite parties appeared through counsel and contested the complaint and filing their written reply, stating therein that the answering opposite parties' Bank closed the joint account of the complainant and her son Shehbaz Singh. The reason for the closure of the said account was that the complainant and her son had not provided the Re-KYC documents which included PAN Card, Voter Card, Passport, Driving License and Aadhaar Card to the answering opposite parties as per RBI Norms. It is pleaded that Re-KYC documents are required to be provided by the account holders as per RBI norms after stipulated period from the date of opening of the account. It is further pleaded that answering opposite parties had duly intimated the complainant regarding closure of the account through SMS, Mails, Phone Calls and letters. It is further pleaded that the answering opposite parties had legally and validly closed the Account of the complainant because of the reason of non-providing of Re-KYC documents on the part of the complainant and her son. It is further pleaded that it is wrong that the complainant have already handed over the Aadhaar Card to the opposite parties.

On merits, the opposite parties denied all the averments of the complaint and there is no deficiency in service on the part of the opposite parties. In the end, the opposite parties prayed for dismissal of complaint with costs.

4. Learned counsel for the complainant has tendered into evidence affidavit of Surinder Kaur, (Complainant) as Ex.CW-1/A alongwith other documents as Ex.C-1 to Ex.C-3.

5. Learned counsel for the opposite parties has tendered into evidence affidavit of Sh. Satinderjit Singh, (Branch Manager, HDFC Bank, Gurdaspur) as Ex.OP-1/A alongwith other documents as Ex.OP-1 to Ex.OP-4 alongwith reply.

6. Written arguments filed by the complainant but not filed by the opposite parties.

7. Counsel for the complainant has argued that complainant alongwith her son namely Shebaz Singh are having joint saving account No.02651000018202 with the opposite party No.1 and son of the complainant migrated to USA and complainant is operating the said account. It is further argued that son of the complainant has given land on rent to Bharat Petroleum Corporation Ltd. and receiving rent in the said account. It is further argued that on 27.01.2018 complainant received information from Bharat Petroleum Corporation Ltd. that said joint account has been closed. On enquiry the complainant came to know that account has been closed for non submission of Adhaar Card of her son and accordingly complainant had submitted Adhaar Card of her son. It is further argued that account was closed by the Bank without issuing any notice or intimation which amounts of deficiency in service.

8. On the other hand counsel for the opposite parties has argued that the said joint account of the complainant was closed by the Bank as the complainant and her son had not provided KYC documents i.e. Pan Card, Voter Card, Passport, Driving License and Adhaar Card as per RBI norms. It is further argued that complainant was intimated through SMS, Mails, Phone Calls and letters. As such there is no deficiency in service on the part of the opposite parties.

9. We have heard the Ld. counsels for the parties and gone through the record.

10. To prove her case complainant has placed on record her duly sworn affidavit Ex.CW-1/A, copy of passbook Ex.C1, copy of copy of rejection of payment through NEFT Ex.C2 and copies

of cheques Ex.C3 whereas opposite parties have placed on record affidavit of Satinderjit Singh Manager Ex.OP-1/A, copy of circular of opposite party No.1 Ex.OP-1, copies of certificate dated 26.10.2018 Ex.OP-2, Ex.OP-3 and copy of master circular of Reserve Bank of India Ex.OP-4.

11. It is admitted fact that complainant and her son Shebaz Singh are having joint saving account No.02651000018202 with the opposite parties. It is further admitted fact that the said account was closed by the opposite parties for non compliance of KYC norms. The plea of the counsel for the complainant is that account was closed without any intimation or notice to the complainant. However, counsel for the opposite parties has argued that opposite parties had sent SMS, Mails and written notices. Perusal of file shows that opposite parties have not placed on record any copy of E-mail or SMS sent to the complainant for intimating her to comply with KYC norms before closer of the account. Certificates Ex.OP-2 and Ex.OP-3 are of 26.10.2018 which have been prepared after filing of the present complaint. In the said certificates it is mentioned that complainant was intimated through SMS, E-mails but no such copy of SMS has been placed on record. Although, as per circular Ex.OP-4 compliance of KYC norms is mandatory but closer of account by the opposite parties without any intimation to the complainant which amounts to deficiency in service.

12. Accordingly, present complaint is partly allowed with the following directions:-

i) Complainant is directed to provide self attested copies of Pan Card, Voter Card, Passport or Driving License and Adhaar Card to the opposite party No.1 within 30 days of receipt of copy of this order.

ii) Opposite party No.1 is directed to reactivate the said joint saving account No.02651000018202 within 15 days after receipt of above referred documents from the complainant.

iii) Since the account was closed by the opposite parties without any intimation to the complainant on account of which complainant has suffered harassment, mental agony and is unable to receive payment in the said account as such opposite parties are directed to pay Rs.5,000/- as compensation to the complainant and Rs.3,000/- as cost of litigation. If the amount of Rs.8,000/- shall not be paid by the opposite parties within 30 days from the date of receipt of copy of this order the same shall carry interest @ 9% P.A. from the date of filing of the present complaint till realization.

13. The complaint could not be decided within the stipulated period due to heavy pendency of Court Cases, vacancies in the office and due to pandemic of Covid-19.

14. Copy of the order be communicated to the parties free of charges. After compliance, file be consigned to record.

(Lalit Mohan Dogra)

President

Announced:

(B.S.Matharu)

Dec. 27, 2023

Member

YP

[Sh.Lalit Mohan Dogra]
PRESIDENT

[Sh.Bhagwan Singh Matharu.]
MEMBER