

**NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION
NEW DELHI**

CONSUMER CASE NO. 507 OF 2016

1. ANIL MILKHIRAM GOYEL

.....Complainant(s)

Versus

1. HONGKONG AND SHANGHAI BANKING
CORPORATION LIMITED
52/60, M.G. ROAD,
MUMBAI-400 001.

.....Opp.Party(s)

BEFORE:

HON'BLE DR. INDER JIT SINGH, PRESIDING MEMBER

FOR THE COMPLAINANT : MR. PULKIT DEORA, ADVOCATE WITH
MR. VEDIT GUPTA, ADVOCATE AND
MR. PRACHI GUPTA, ADVOCATE

FOR THE OPP. PARTY : MR. DEVMANI BANSAL, ADVOCATE WITH
MR. SHRESTH SETHI, ADVOCATE

Dated : 12 June 2023

ORDER

1. The present Consumer Complaint (CC) has been filed by the Complainants against Opposite Party (OP) as detailed above, inter alia praying for directions to the OP to:-

- i. Declare that OP is deficient in providing services as contemplated under provisions of Consumer Protection Act, 1986 concerning banking and allied services and are guilty of gross negligence and deficiency therein;
- ii. Lift and/ or remove any and every form of restriction placed on the said savings account bearing No. 019 546928 006 standing in the name of complainants and to unblock the operation of the same;
- iii. Rectify its records in respect of closure of the said loan accounts bearing No. 019-546936-87 of complainant No.1 and bearing No. 019-488923-872 of complainant no.2;

iv. Not to interfere with the CIBIL status of complainants and if the same has already been altered by OP then the OP should show the status of complainants at CIBIL as the ones from whom no amount is due and payable;

v. Pay the complainants-

a. Rs. 3,50,00,000/- as detailed below or such other amount as may be deemed fit and proper

Sr.No.	PARTICULARS	AMOUNT
1.	<i>Towards loss of reputation and goodwill of the Complainants</i>	<i>Rs.2,00,00,000/-</i>
2.	<i>Towards mental torture, worry agony, suffering and undue hardships</i>	<i>Rs.50,00,000/-</i>
3.	<i>Towards negligence in performance of duty and deficiency of services on the part of the Opposite Party</i>	<i>Rs. 1,00,00,000/-</i>
4.	<i>Estimated Legal Expenses</i>	<i>Rs. 5,00,000/-</i>
	<u>Total Claim</u>	<i>Rs.3,55,00,000/- (Rupees Three Crores Fifty Five Lakhs only)</i>

b. Rs.5,00,000/- towards legal expenses or such other amount as may be deemed fit and proper.

- c. Interest @12 % or at any rate this Hon'ble court may deem fit and proper on Rs. 3,50,00,000/- from the filing of complainant till payment and/or realization.

 - vi. Pending the hearing and final disposal of the present complaint this Hon'ble Commission be pleased to direct the OP to lift all restrictions upon the operation of said savings account bearing No. 019 546928 006 standing in the name of Complainants and not to hinder smooth operation thereof;

 - vii. Pending the hearing and final disposal of present complaint this Hon'ble Commission be pleased to direct the OP to rectify its records in respect of closure of the said loan accounts bearing No. 019-546936-872 of complainant No.2;

 - viii. Pending the hearing and final disposal of the present complaint this Hon'ble Commission be pleased to direct the OP to update the CIBIL status of the complainants thereby showing the complainants as non-defaulters;

 - ix. Ad interim in terms of prayer clauses (vi), (vii), (viii);
 - x. The cost of complaint.
2. Notice was issued to the OP. Parties filed Written Statement/Reply, Rejoinder, Evidence by way of an Affidavit and Written Arguments/Synopsis etc.

 3. It is averred/stated in the Complaint that: -
 - i. The complainants maintain a savings bank account jointly with the OP, in respect of savings account bearing No. 019-546928-006. The said savings account was operated by complainants for over fifteen years prior to same being illegally frozen. In around 2007/2008 complainants had availed of certain loan facilities offered by OP which were linked to savings account. Complainants state they had paid the amounts shown outstanding in the said loan accounts and same were thus closed as being satisfied. OP had confirmed the aforesaid closure by recording that said loan account were closed and that all documents executed and cheques issued pertaining to the same were cancelled. OP upon satisfactory closure of loan accounts did not send any demand letter or communication to complainants and thus complainants continued to operate the said savings account without any hindrance.

- ii. On 19th November 2015, complainants tried withdrawing money from ATM operated by another bank HDFC, they could not withdraw any money and the transaction was declined. On enquiring through phone, complainants got to know that the transaction was declined as details of complainant No.2 were not updated as required by KYC norms and as such temporary restriction was placed. On 20th November 2015 the complainants visited Fort branch of OP in order to update details of complainant no. 2, even though the same had already been complied with in the month of May 2015 and OP informed the complainant No.2 that there was an amount of Rs. 92,210/- outstanding in the said loan account 1 and an amount of Rs. 90,031/- outstanding in respect of said loan account 2 which were linked to the said savings account. Thereafter the complainant No. 2 was advised by the PRO at Fort branch of OP to address an email to OP, bringing correct facts on record and resolve the issue of blocking the operation of said savings account.
- iii. On 20th November 2015, complainant no. 1 on behalf of complainants, addressed an email attaching a scanned copy of closure letter 2 to the OP that the OP had closed the said loan accounts and had confirmed the same vide their closure letter 1 and closure letter 2 and thereby pleaded with the OP to remove any restriction placed upon and unblock the operation of said savings account. Complainant no. 1 also attached financial statement for period ended 31st October 2015 in order evince that no borrowings were reflected as being pending as suggested by OP. Complainants further warned that since cheques have been issued as being drawn upon the said savings account prior to the blocking thereof, OP would be responsible for all consequences in the event that the same were returned dishonoured. On 25th November both the cheques dated 30th October 2015 were returned dishonoured by OP even though there were sufficient funds lying in said savings account which wrongly exposed the complainants to criminal liability, criminal charges and public embarrassment.
- iv. OP vide email dated 26th November 2015 admitted the position of complainants that details of complainant No.2 were already updated as per KYC norms as early as 30th May 2015 and OP reiterated that there was an outstanding amount of Rs. 94,643/- in respect of said loan account 1 as the same was written off and called upon the complainants to pay the same, upon receipt of which, OP would update status of complainants on CIBIL. There is negligence on the part of OP in performance of duty, resulting into deficiency of service, causing loss and injury to complainants.

4. The OP in their written statement/reply stated that: --

- i. The two loan accounts, which were having outstanding in the year 2009 and 2010 were written off by OP, accounts were closed as “settled” and necessary records of CIBIL were updated accordingly. As per guidelines of RBI, KYC documents are required to be updated every two years and the last submission of KYC documents by complainants was in March, 2012 and the same were required to be refurnished in March, 2015. OP wrote emails/ letters the complainants seeking furnishing of KYC documents to update in records and it was specifically stated that non furnishing of the same lead to temporary restrictions on the operation of the account. The documents were never submitted by complainants and after following for about six months since KYC updates were not provided, OP was left with no option but to put temporary restriction on debit operations on 05.11.2015. thereafter it was communicated to the complainants in writing.
- ii. The complainant no.1 furnished his documents in late November, 2015 and his records were updated and he was communicated on 26.11.2015 but the documents of complainant no.2 were still awaited. OP acted completely in accordance with RBI guidelines. That complainants have not furnished updated KYC documents for complainant no.2 which is obligatory on their part. Complainants have claimed huge amount of damages and compensation to the tune of Rs. 3.5 crores for which the appropriate forum is Civil Court as complainants would be required to prove damages. That this Hon’ble Commission is not proper forum to prove such amounts of damages and therefore in terms of settled provisions of law the complaint before this Commission is not maintainable and is liable to be dismissed.
- iii. It is denied that OP informed about the outstanding of Rs. 92,210/- and Rs. 90,031/- in the old loan accounts being the reason of freezing the saving bank account. The reason was of non- updation of KYC documents in respect of Complainant no.2. That the cheques were intentionally prepared and presented few days prior to 25.11.2015 knowing fully well that they would be returned. That the OP vide its email dated 27.11.2015 informed the requirement of zeroising the account for CIBIL record. The complainants sought to defreeze the account without submitting KYC documents and also changing of CIBIL status, which could not have been done. That when the loan accounts were settled, OP as a goodwill gesture had settled the accounts and had written off the outstanding amounts at that point of time, i.e. in the year 2009 and 2010. Accordingly, the CIBIL status was updated as “Settled”.

5. Complainants in their rejoinder stated that: ---

- i. A bare perusal of RBI circular would make it abundantly clear that KYC guidelines were framed to combat the menace of money laundering and to combat financing of

terrorism. The categorization of customers into high risk, medium risk, low risk should be based on risk perception and any activity on part of customer which would fall outside of regular pattern. OP could not even remotely suggest of any unusual activity on part of complainants, OP by categorizing complainants as high risk customers has added insult to injury inflicted upon complainants which itself was illegal. RBI guidelines provided that it is bank's duty to give due notice to concerned customer to update KYC. In this case admittedly the OP had sent stereotyped messages which cannot fulfil the test of 'due notice'.

- ii. In the email dated 23.11.2015 it was categorically mentioned that KYC of complainant No.2 was updated at the end of May 2015. That OP made a lame attempt to dissociate the loan transaction with temporary freeze on savings account, same could not be done as complainants have brought on record contemporaneous email communication to show that KYC details were already submitted in May 2015. An email dated 26.11.2015 it was communicated to complainants that KYC for complainants has been updated with effect from 30th May 2015.

6. Heard counsels of both sides. Contentions/pleas of the parties, on various issues raised in the Complaint, based on their Complaint/Reply, Rejoinder, Evidence, Written Arguments, and Oral Arguments advanced during the hearing, are summed up below.

6.1 The main issue for consideration in this case are :-

- i. Was OP's action of freezing the joint SB A/c of complainants justified and in accordance with laid down guidelines, leading to declining of ATM withdrawal transaction on 19.11.2015 and dishonour of cheques dated 30.10.2015 on 25.11.2015 despite sufficient funds in the account.
- ii. Was the Know Your Customer (KYC) duly updated in the said joint SB A/c in respect of both complainants in accordance with prevailing guidelines as on the date of freezing the SB A/c.
- iii. Was OP's action in reopening the issue of CIBIL Status on account of outstanding amount in the two loan accounts linked to said fund SB A/c, which was settled during 2009 and 2010, correct.

iv. Is the action of OP in continuing to keep the said joint SB A/c frozen correct.

6.2 The complainants contended that on 19.11.2015, when their ATM withdrawal transaction was declined, they were informed over phone helpline of OP that their KYC details (of complainant No.2) were not updated (leading to freezing of their joint SB A/c by OP on 05.11.2015). When on 20.11.2015, complainants visited Fort branch of OP to update KYC details of Complainant No.2, although according to complainants the same had already been done in May 2015, complainants were told that KYC details cannot be updated because there were loans outstanding to the tune of Rs.92,210/- and Rs.90,031/- in the two loan accounts of the complainants (Loan Account 1 and Loan Account 2), which were linked to the said saving account, which according to complainants were already settled in 2009 and 2010 respectively. It is admitted by the OP that the two loan accounts, which were having outstanding in the year 2009 and 2010, were written off by OP, accounts were closed as “settled” and necessary records of CIBIL were updated. OP contended that as per RBI guidelines, KYC documents are required to be updated every two years and the last submission of KYC documents by complainants was in March 2012 and the same were required to be refurnished in March 2015. OP wrote emails/letters to complainants seeking furnishing of KYC documents, stating specifically that non-furnishing of same will lead to temporary restrictions on the operations of the account. The documents were never submitted by complainants and after following for about six months since KYC updates were not provided, OP was left with no option but to put temporary restrictions on debit operations on 05.11.2015 and it was communicated to complainants in writing. OP further stated that complainant No.1 furnished his documents in late November 2015 and his records were updated and he was communicated on 26.11.2015 but the documents of complainant No. 2 were still awaited. OP acted in accordance with RBI guidelines. OP denied outstanding amounts in two old loan accounts being the reason of freezing of SB A/c, adding that it was due to non-updation of KYC documents in respect of complainant No.2.

6.3 Complainants contended that in the e-mail dated 23.11.2015, it was categorically mentioned that KYC of complainant No.2 was updated at the end of May 2015. Complainants argued that as per RBI circular on the subject, KYC guidelines were framed to combat the menace of money laundering and to combat financing of terrorism. The categorization of customers into high risk, medium risk, low risk should be based on risk perception and any activity on part of customer which would fall outside of regular pattern. OP could not even remotely suggest of any unusual activity on part of complainants, OP by

categorizing complainants as high risk customers has added insult to injury inflicted upon complainants which itself was illegal.

6.4 During the arguments on 09.03.2023, OP has drawn attention to letter dated 10.3.2016 addressed to the complainant, vide which complainants were asked to update KYC documents by submitting the completed KYC declaration form alongwith self-attested copies of requisite supporting documents. It was contended by the OP that subsequent to submission of such KYC declaration/documents, the joint saving account was defrozen sometime during 2016 (which was denied by complainants, who reiterated that the said joint SB A/c still remains frozen). However, OP has not placed on record the KYC declaration/documents submitted by the complainant in pursuance to letter dated 10.3.2016 cited and the exact dates of receiving such documents and defreezing the saving account. Further, there is a reference of emails dated 27.4.2015, 31.7.2015 and 8.10.2015 mentioned in the said letter dated 10.3.2016. However, OP has not placed on record copy of emails which will show the sender/recipients details and date of such email etc. Only the text of email has been placed on record. Counsel for OP also contended during the hearing that the two loan accounts were settled and closed, but not closed on payment of full due amount, which gets reflected in the CIBIL statement. OP contended that it was based on request of the complainant to change the CIBIL status that they were told to pay the settled amount in the two loan accounts if they want the CIBIL status to be reflected as 'Blank' instead of 'Settled'. However, OP has not placed on record any such request from the complainants in this regard. Counsel for OP has stated that if Commission so directs, he can place such documents on record on affidavit. Accordingly, OP was granted one week's time to place on record the above stated documents/details alongwith accompanying affidavit. However, till date, OP did not file the above stated documents/details and/or affidavit. Hence, we are not inclined to place much reliance on the above stated contentions of the OP.

6.5 A perusal of mail dated 20.11.2015 (2.01 PM) from complainant to OP and response dated 21.11.2015 (5.23 PM) from OP to complainant is reproduced below:-

"Dear Sir,

You have frozen my account due to the complete incompetence of your staff in updating your records in time.

Your Bank has claimed that my wife Neelam Goyel who is a joint account holder for the captioned account had a loan outstanding of Rs.90,031.62 under loan account number 019 488923 872. Please find attached herewith a letter issued by your bank under reference number CRU-NOC/17072010-488923 dated 17th July 2010 by which you have acknowledged that this loan account has been closed.

Your bank further claims that I have a loan outstanding of Rs,92,210.52 against loan account number 019 546936 872. Please find attached herewith my statement for the period ended 31st October 2015 for the captioned account which shows that my borrowings as ZERO. Please also show me a single demand or statement or any record from you that there is any such loan outstanding from me in the last 5 years!

Please immediately arrange to lift the freeze on my account as it holds substantial funds which need to utilize and also update your records so that we don't have to face issues due to the incorrect records maintained by your staff. Kindly call me on the number below that corrective action has been taken.

We will be constrained to approach the Consumer forum/banking ombudsman for deficiency of service and unjustified freezing of our bank account in the absence of prompt rectification of errors from your side which please note.”

“We acknowledge your request dated 20 November 2015 received via email regarding your savings account held with HSBC India. We regret for the inconvenience caused to you in this regard.

We wish to clarify that a temporary restriction has been loaded on your savings account 019-xxx928-006 held with HSBC India since we are not in receipt of the Know Your Customer (KYC) documents for Mrs Neelam Anil Goel since 03 March 2012.

We wish to inform you that we had sent three letters and five SMS alerts to your registered address and mobile number since April 2015 in this regard.

In order to update the Know Your Customer (KYC) documents with the bank, you may submit the documents in any of the following ways.

*1. Submit the completed KYC declaration form along with the self-attested copies of the requisite supporting documents at any HSBC India branch
OR*

2. Courier the completed KYC declaration form and the self-attested documents to the address given below:

*The KYC Cell The Hongkong and Shanghai Banking Corporation Limited,
Rajalakshmi, No. 5 and 7. Cathedral Road, Chennai, India - 600.086.*

We request you to submit the documents at the earliest for updation of details and to unblock your account.”

6.6 A perusal of e-mail dated 26.11.2015 (2:46 PM) from OP addressed to complainant No.1 (which is in response to complainant's email dated 23.11.2015 regarding his HSBC Loan, confirms that KYC documents have been updated w.e.f. 30.05.2015. It further states that the loan account has been written off due to non-payment, as on date there is outstanding of INR 94,643.26, and complainant was asked to make payment, thereafter, they will update the loan status as Blank (Normal) in the CIBIL (The Credit Information Bureau India Ltd.). The mail further states if you have already availed settlement, share the copy. This was immediately responded to by the complainant on 26.11.2015 itself (3:06 PM) stating “..... *First you say our KYC is not updated and now you say it was updated on 30.05.2015..... then you are saying there is a loan outstanding when there is none. I had attached loan settlement letter in my mail of 23rd November of which you acknowledged receipt. It is attached once again..... Pls note that if my status in CIBIL is wrongly updated I will be forced to take action against you. I also note that inspite of my request to release the freeze on my account within 24 hours you have failed to do so-----*” .

6.7 Complainants contended that in view of above e-mail communication, wherein OP admitted of having received the KYC details in May itself, which contradicts its stand in earlier e-mail dated 21.11.2015 that same was not updated. Thereafter, the OP has an afterthought, sought to contend that KYC details of complainant No.1 only were updated and not of complainant No.2.

6.8 Complainants argued that on closure of the two loan accounts, which was confirmed by OP, OP ought to have immediately updated its records and delinked the said loan accounts from the operation of the said saving account. Complainants contended that it is the duty of bank to honour cheques when there are sufficient funds available in the account. OP's failure to honour the cheques could have exposed the complainants to criminal liability. Complainant No.1 is a well-known business man and is a person of great repute and goodwill in his field of profession and in society. The disabilities as a result of not being able to access the said savings account led to humiliation and embarrassment to the Complainants who had to undergo the unwarranted process of explaining as to why their hitherto before commercial credibility was not shaken, not to mention wrongfully being exposed to the possibility of criminal prosecution. The OP ought to have specifically called upon the Complainants informing them if there was any obligations to be complied on their part either to update any purported pending KYC or pay any alleged outstandings and should have given them a fair opportunity to respond to the same. Instead the OP resorted to a highly insensitive, deplorable and arm-twisting method of freezing the said savings account. As there was no satisfactory response to any email communications of the Complainants, they had given a fair opportunity to the OP to rectify the deficiency by sending them a legal notice dated 22.12.15. The Opposite Party whilst frittering away the said opportunity made available by the Complainants, continued with their illegal acts and only gave illusory responses and caused a huge loss to the Complainants. The OP bank has continuously taken inconsistent and irreconcilable stand only to wriggle out of its duties towards its consumer. In fact OP had preferred an application to amend its Written Version dated 18.06.15. The same was rejected by this Hon'ble Commission vide order dated 05.07.17. The complainants having updated their KYC details in March 2012 were required to update the same only in March 2020 and not in 2015.

6.9 Vide IA No. 12166 of 2016 filed on 07.12.2016, OP had sought to amend the written statement dated 20.06.2015. However, after considering the objections to the amendment application and hearing both sides, the said IA No. 12166 of 2016 was rejected vide this Commission's order dated 05.07.2017.

6.10 OP contends that complainants are seeking exorbitant amount of compensation which cannot be adjudicated in a summary manner as it would require detailed evidences to be led by both parties in order to prove that claim and prove their damages and expenses. In the written submissions, the OP reiterated that KYC of Complainant NO. 2 was not updated which constrained the OP to put a freeze on the SB of the complainants in terms of RBI circular dated 01.07.2015. OP has time and again informed the complainants that documents of complainant No. 2 in order to update the KYC have not been provided. Thus, dishonour of cheque of account of restrictions in the SB cannot be attributed to the OP.

6.11 We have carefully gone through various documents of case records, communications between the parties, RBI circular on KYC and other facts and circumstances of the case. There is nothing on record that the OP has actually classified the complainants as high risk customers or complainants could have been classified so, requesting them to update their KYC every 2 years as per RBI guidelines. In their communication dated 26.11.2015 OP initially admitted that KYC of complainants was updated with effect from 30 May 2015, but later on changed their stand that it was done only for complainant No.1 and not for complainant No.2. Failure of OP to file the requisite documents/details and/or affidavit as per directions of Commission dated 09.03.2023 has also raised doubts on the credibility of their contentions. Records clearly show that both the loan accounts stood settled and closed in 2009 and 2010. Hence, OP's action of demanding further amounts was not justified. OP failed to place on record any request of complainants to change their CIBIL status which required them to deposit the outstanding amounts in these loan accounts which was written off as claimed by OP or settled and closed. Hence, we find that OP's action of freezing the joint SB A/c of complainants on the grounds of KYC of any of the complainant having not been renewed and/or non-deposit of any outstanding amount in any of the two loan accounts, which have since been settled much earlier, which resulted in declining of ATM transaction and subsequent dishonour of cheques despite complainants having balance in the said joint SB A/c, was unjustified and had adversely impacted the reputation of the complainants, and had exposed the complainants to the possibility of criminal action on account of dishonour of cheques. KYC of both complainants was duly updated in accordance with prevailing guidelines as on the date of freezing the SB A/c, OP's action in reopening the issue of CIBIL Status and continuing to keep the said joint SB A/c were not correct. Hence, OP was negligent in this regard and these acts of omission and commission on the part of OP amounts to deficiency in service entitling the complainants to compensation for unwarranted humiliation, embarrassment and loss of reputation.

6.12 As regards contention of OP that such exorbitant amount of compensation cannot be adjudicated in a summary manner and need to be relegated to the Civil Court, Hon'ble Supreme Court in **J.J. Merchant and Ors. Vs. Shrinath Chaturvedi** (2002) 6SC 635 observed/held that *“the object and purpose of enacting the Act (Consumer Protection Act) is to render simple, inexpensive and speedy remedy to the consumers with complaints against defective goods and deficient services..... delay in disposal of the complaint would not be a ground for rejecting the complaint and directing the complainant to approach the Civil Court..... it is within the discretion of the Commission to ask the Complainant to approach Civil Court for appropriate relief in case the complaint involves complicated issues requiring recording of evidence of experts, which may delay the proceeding.”* Regarding contention that questions of facts cannot be decided in summary proceedings, Hon'ble court observed in this case that *“under the Act, for summary or speedy trial, exhaustive procedure in conformity with the principles of natural justice is provided..... the legislature has provided alternative, efficacious, simple, inexpensive and speedy remedy to the consumers and that should not be curtailed on such ground. It would also be totally wrong assumption that because summary trial is provided, justice cannot be done when some questions of facts are required to be dealt with or decided. [The Act](#) provides sufficient safeguards.”*

6.13 As regards quantum of compensation, as complainants have not placed on record any documents or evidence on the quantum of loss suffered by them, we are not inclined to award the compensation as claimed but only a reasonable compensation keeping in view the entire facts and circumstances of the case. We also find that action of OP in still keeping the said SB A/c frozen is wrong. In fact they failed to file affidavit in support of their assertion during the hearing on 09.03.2023 that subsequent to submission of such KYC declaration/documents, the said joint SB A/c was de-frozen sometime during 2016, a fact which was denied by the complainants, who reiterated the said A/c continues to remain frozen. Hence, the OPs having admitted that requisite KYC documents/declarations been received, were/are under obligation to defreeze the said account and allow normal operations. Further, OP having settled the both loan accounts are not entitled to demand any further amount on the pretext of any amount remaining outstanding in these two accounts or on the pretext of changing, their CIBIL status from 'settled' to 'Blank' etc.

7. For the reasons stated hereinabove, and after giving a thoughtful consideration to the entire facts and circumstances of the case, various pleas raised by the learned Counsel for the Parties, the Consumer Complaint is allowed/disposed off with the following directions/reliefs: -

(i) OP shall, forthwith, within one week of this order, de-freeze the said joint Saving Bank Account No. 019-546928-006 of the complainants and allow all normal operations in the said account.

(ii) OP shall not demand any further amount towards settling/closing any of the two loan accounts viz account No. 019-546936-87 in the name of Complainant No.1 and account No. 019-488923-872 in the name of Complainant No.2 and do appropriate changes in its records to show these accounts as settled/closed, issue the requisite 'No Dues Certificate' and reflect the CIBIL of complainants appropriately as per guidelines, treating the two loans having been settled/closed with no outstanding remaining to be paid.

(iii) OP shall pay a compensation of Rs.15.00 lakhs (Rupees fifteen lakhs only) to complainants for the mental agony, harassment and adverse impact on reputation of complainants on account of dishonour of cheques despite the account having sufficient balance on account of acts of negligence and deficiency in service on the part of OP.

(iv) OP shall also pay litigation cost of Rs.1 lakh to the complainants.

(v) All payments under this order to be paid within 30 days, failing which, these shall carry a simple interest @9% p.a. till the date of actual payment.

8. The pending IAs, in the Consumer Complaint, if any, also stand disposed off.

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DR. INDER JIT SINGH
PRESIDING MEMBER