

**BEFORE THE DISTRICT COMMISSION-II
AT VISAKHAPATNAM**

Date of Registration of the Complaint: 28.09.2022

Date of Final hearing: 11.12.2023

Date of Pronouncement: 30.12.2023

CONSUMER CASE No. 320/ 2022

In the Matter of:

Polamarasetty Satyaro, S/o Polamarasetty Ramunaidu, H.No.10-118, Gavara Jaggayyapalem, Visakhapatnam, Andhra Pradesh-530012.

(Through: Sri P. Gangamma)
...Complainant

Versus:

1. Union Bank of India, represented by the Manager, Branch Office, Vikas College Building, NH-5, Sheela Nagar, Visakhapatnam-530012.
2. Union Bank of India, represented by the Manager, Head Office, Saifabad, Hyderabad, Telangana-500004.

(Through: Sri P. Sakuntala)
... Opposite Parties

CORAM:

Smt. G.Venkateswari, M.Sc, LLB., President, Smt. P.Vijaya Durga, B.Com. B.L., Women Member., Sri Karaka Ramana Babu, M.Com, M.B.A., LL.B., Member.

P r e s e n t :

1. Smt. G Venkateswari, M.Sc.LLB.,
President
2. Smt. P Vijaya Durga, B.Com, B.L.,
Women Member
3. Sri Karaka Ramana Babu, M.Com, M.B.A., LL.B.,
Member

JUDGEMENT

(As per Smt G. Venkateswari, Honourable President, on behalf of the Bench)

1. The present complaint is filed under Section 35 of CPA 2019 seeking an order of direction to the Opposite parties:
 - a) to pay the amount of Rs.45/- (Rupees forty five only) and Rs.5,000/- (Rupees five thousand only);
 - b) to pay Rs. 50,000/- (Rupees fifty thousand only) towards compensation for causing mental agony and suffering;
 - c) to pay the costs of the complaint and for such other relief or reliefs.

Factual Matrix:

Version of the Complainant:

2. The complainant is the account holder of the 1st opposite party branch at Sheelanagar with account no: 154710100050561. The Opposite party bank has deducted an amount of Rs.45/-(Rupees forty five only) and Rs.5000/-(Rupees five thousand only) on 03-05-2020 without any intimation to the complainant. The complainant was



surprised to find out about the deduction and contacted the bank on 22-07-2020 personally, and again on 13-11-2021 through letter correspondence. The complainant contacted the 1st opposite party for the details of the transactions, but he did not get any proper response till today.

3. After repeated requests to the 1st opposite party also, the complainant was not provided with appropriate information, hence a legal notice was sent to the opposite parties on 23-05-2022. The same was received and there has been no reply for the said notice. As a consumer he has suffered a lot of inconvenience due to 1st opposite party's negligent behaviour and deficiency of service. Due to this the complainant has been facing lots of emotional pain and mental agony. Hence the complaint.

Version of the Opposite parties:

4. The Opposite parties filed its counter, denying all the allegations made in the complaint to be neither true nor tenable under law. The Opposite party-1 states that the complainant is the account holder in the 1st opposite party bank and deny that an amount of Rs.45/-(Rupees forty five only) and Rs.5,000/-(Rupees five thousand only) on 03.05.2020, had been deducted without any intimation. That those transactions are not done by the bank, but are direct benefit transactions done through Aadhaar Card intimation only.

5. That as per the bank records, on 03.05.2020 Rs.45/-(Rupees forty five only) is debited from the account of complainant through Aadhar Card linked vide transaction No. **BBU91159500745** and the second transaction of Rs.5,000/-(Rupees five thousand only) is also done through the same Aadhar card. On 22.07.2020, the complainant met the bank officials personally and again on 13.11.2021 sent a letter correspondence but he did not get any proper response is not true and is denied. The complainant is to put strict proof of the same.

6. In fact, the above two transactions are done through Aadhar card linked transactions, it might be that he used this amount either in another bank and anywhere else, the payment done through thumb impression or it may be misused by some others by taking the thumb impressions of the complainant. Those two deductions are not done by this banker and in fact are reflected in the statement of account of the complainant and it was duly updated in his passbook also.

7. There is no cause of action for the present complaint, the then Bank Manager, informed the same to the complainant when he approached the bank. Suppressing the said fact present complaint is filed seeking refund the amount of Rs.5,045/- (Rupees five thousand forty-five only) with Rs.50,000/- (Rupees fifty thousand only) towards



compensation for causing mental agony and sufferings. There is no deficiency of service on part of the opposite parties. Therefore, they are not liable either to refund or pay the compensation.

8. Likewise, a paragraph wise denial of all the allegations made in the complaint is submitted by the opposite party-1 stating that there are absolutely no merits in the above complaint and is liable to be dismissed in limine. That the complainant appeared before the Commission with unclean hands. Therefore, the complaint may be dismissed with exemplary costs.

9. The counsel for the opposite parties filed vakalat on behalf of both the opposite parties but the counter was filed only on behalf of opposite party 1. Opposite party 2 being the head office of the opposite party 1, it is understood that the said counter filed by the counsel is on behalf of both the opposite parties.

10. **Issues:**

- i. Is there any deficiency of service on part of the opposite parties?
- ii. Is the complainant entitled for the relief asked for?

Discussion:

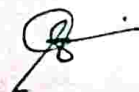
11. Ex.A-1 to Ex.A-5 are marked for the complainant. Ex.A-1 is a Bank Passbook; Ex.A-2 is a Letter to 1st Opposite party, dated 22.07.2020; Ex.A-3 is a Letter to 1st Opposite party, dated 13.11.2021; Ex.A-4 is a Legal Notice, dated 23.05.2022; Ex.A-5 is a Postal Consignment Tracker, dated 16.06.2021.

12. **The complainant took the support of the following citations in this case:**

- i. In Salim P.M Vs. State Bank of India, by Consumer Disputes Redressal Forum, Ernakulam in C.C. No.19 of 413, decided on 04.11.2019.

13. In the present case the opposite parties do not deny that the complainant is their customer and that he holds the account bearing No.1514710100050561, vide Ex.A-1, the transactions dated 03.05.2020 for Rs.45/-(Rupees forty five only) and Rs.5,000/-(Rupees five thousand only) were also not denied by the opposite parties through the account of the complainant. They admit that the transactions were done through account of the complainant. The opposite parties dispute that the transactions were done utilizing Aadhar Card elsewhere but not in their bank. The contention of the opposite parties is that the payments might have been done through thumb impressions of the complainant using Aadhar in another bank or misusing by some others by taking thumb impression of the complainant.

14. As soon as he noticed the wrong deductions the complainant intimated the Branch Manager of Andhra Bank (Union Bank) on 22.07.2020 vide Ex.A-2 stating that Rs.45/-

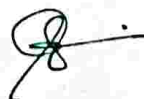


(Rupees forty five only) and Rs.5,000/- (Rupees five thousand only) were debited wrongly and made a request to refund the said amount to his Savings Bank Account vide Ex.A-2. The said letter is received by the opposite parties on 23.07.2020 with their seal and signature. The complainant addressed another letter on 13.11.2021 to the concerned authorities again vide Ex.A-3 and a legal notice on 23.05.2022 vide Ex.A-4 which was received vide Ex.A-5 by the opposite parties on 16.06.2022.

15. If at all the contentions of the opposite parties is considered true for a while, in the world of multi facilitated technology no one is using an Aadhar Card for withdrawing the money utilizing the Aadhar. A person has to go to a bank that offers AEPS services, or a MICRO-ATM i.e., linked to AEPS Network. Therefore, it is a tedious process to find out where such account services are available other than the parent bank in which he is holding account. There was no reaction from the banker to the letters of the complainant nor there was an investigation taken towards the deductions that were Aadhar Card link as per the contentions of the opposite parties.

16. When a customer intimates that certain deduction is a wrong deduction from his account it is the duty of the banker to see to it that where from the amount is deducted. Immediate, response was not given to the customer which is nothing but negligence on part of the opposite parties. Every banker has a duty to provide all the allied service along with the main services to its customers.

17. Only after filing the complaint the opposite parties responded to the complainant saying that they are Aadhar Card linked transactions. To curb such unknown and fraudulent withdrawals, it is needless to say that the bank owes a responsibility to its consumers to take necessary steps to prevent unauthorized withdrawals from their accounts. A consumer expects to save his money secured in nationalized bank like the opposite party's that, any unauthorized withdrawals and it is the duty of the bank to take an immediate step soon after intimation from its customer of an unauthorized debit from his account. The opposite party neither took any steps towards it nor lodged any cyber complaint or confirmed from where the money had been deducted. As a mighty organization, the opposite party has got the software to gather the data as to from which account the amount was withdrawn to. All the while the opposite party is stating that it is the Aadhar Card link full transaction but it is notable to reveal the exact and full details of the transactions of the other account is on institution like Andhra Bank/ Union Bank is there for the welfare of its customers and the negligent behavior in responding to its customers definitely amounts to deficiency of service in view of this Commission.



Therefore, the opposite parties are liable for the in-secured saving accounts under their control for which the complainant has availed banking services from them. Thus, I answer all the issues for the points of determination.

Result:

18. In the result, the opposite parties are jointly and severally directed to refund an amount of Rs.5,045/- (Rupees five thousand forty five only) (Rs.45/- + Rs.5,000/-) to the complainant; pay an amount of Rs.10,000/- (Rupees ten thousand only) towards compensation for causing mental agony due to the negligence and deficiency of service of the opposite parties; and Rs.5,000/- (Rupees five thousand only) is awarded as costs to the complainant. Time for compliance is 45 days from the date of this order.

19. Applications pending, if any, stand disposed off in terms of the aforesaid judgement.

20. A copy of this judgement be provided to all the parties free of cost as mandated by the Consumer protection Act 1986/2019. The judgement be uploaded forthwith on the website of the Commission for the perusal of the parties.

21. File be consigned to record room along with a copy of this judgement.

Dictated to the Stenographer, and transcribed by her, corrected and pronounced by us in the Open Commission, the 30th day of December, 2023.

Pronounced on: 30/12/2023



30/12/23
Smt. G. Venkateswari
President

Appendix of Evidence

For the Complainant:

No.	Date	Description of Documents	Remarks
Ex A-1	----	Bank Passbook	Original
Ex A-2	22.07.2020	Letter to 1 st Opposite party	Certified True Copy
Ex A-3	13.11.2021	Letter to 1 st Opposite party	Photostat Copy
Ex A-4	23.05.2022	Legal Notice	Office Copy
Ex A-5	16.06.2021	Postal Consignment Tracker	Photostat Copy

For the opposite parties: Nil


30/12/23
Member


30/12/23
President