

account holder having account number 316001010501463 in opponent Bank. The complaint is filed by complainant against the opponent for granting an amount of rupees 53,923/- along with 12% interest. Complainant states that upon the application of the complainant the Opponent bank has granted home loan for the sum of rupees 36 lakh. The Complainant has taken home loan with his wife as a joint holder. At the time of application of home loan as well as sanction of the loan, the Opponent waived the processing charges for the home loan. The sanction letter dated 9th December 2019 is filed with complaint. Such sanction letter of the opponent Bank had represented that complainant would be exempted from the payment of processing fees of Rs 17,700/- all supported document has been submitted by the complainant with his affidavit. The complainant not received any response from the opponent Bank even after several approaches. Complainant issued a legal notice dated 22nd October 2021 through its advocate to the Opponent. But till date there is no response received. The said legal notice has been produced by the complainant in support of his case. It is submitted by the complainant that all the incidents stated in the complaint shows the negligence in duty as well as deficiency of the services also unfair trade practice and miss representation on the part of Opponent Bank. Due to the deficiency of the opponent complainant sustain mental torture and as well as monetary loss and damages after filing of the present complaint. The Complainant prayed that, the Commission be direct the opponent to refund debited processing charges of Rs. 17,700/- which they have illegally debited with interest thereon. Other related expenses rupees 31,000/- and also direct the opponent to pay rupees 53,923/- to the complainant.

2. After admitting the complaint notice issued by the Commission, which was served upon the opponent at its Bhuleshwar branch. But in spite of that the opponent failed to remain present before the Commission and also failed to file their written statement and hence an ex-parte order has passed against the opponent Bank by this Commission.

3. On the basis of complaint, documents filed with affidavit of evidence and written arguments and additional written arguments, the Commission has framed following issues :-

Sr.no.	Points	Findings
1.	Whether Complainant proves deficiency of service and unfair trade practice on the part of Opposite Party ?	Yes
2.	Whether the Complainant is entitled to get reliefs he has prayed for?	Partly yes
3.	What order?	As per final order

REASONS

4. As to Point No. 1: When we gone through all the documents filed by the complainant, it seems that under exhibit "A" complainant has filed sanction letter dated 9th December 2019. As per point number 9 of this sanction letter opponent waived the processing charges of 17,700/-. Point number 9 of this sanction letter was rubbed by the opponent and seal and signature of the authorised person of the opponent is present beside this rubbed part, so it is

clear that while sanctioning the home loan of the complainant, opponent waived the processing charge of rupees 17,700/-. But Opponent debited such amount from the account of the Complainant and this is the main grievance against opponent. The Complainant filed under exhibit "B" the account statement of 12th December 2019. As per this entry of statement it is proved that opponent debited amount of rupees 17,700/- from the complainant's account for the purpose of processing charges on 12 December 2019.

5. Complainant states that it is deficiency on the part of the opponent because at the time of sanctioning the home loan the processing charges were waived but factually such processing charges were debited by the opponent from complainant's account. The complainant sent notice dated 3rd March 2020 to the opponent and requested to provide the voucher of rupees 17,700/- and reasons for debiting such amount from the complainant's account, also complainant made request to credit such amount with interest in his bank account. The Complainant has filed under exhibit "E" letter dated 13 February 2019. As per this letter as per this letter Complainant once again made request to the opponent to credit the amount which was illegally debited. As per all the documents filed by the Complainant it seems that point number 9 of sanction letter was rubbed, means it is clear that such clause no. 9 of the sanction letter is not applicable to the Complainant and hence it is clear that opponent waived processing fees for home loan amount. But after sanctioning the home loan, opponent illegally debited such amount from the account of the Complainant. Many times Complainant made requests to credit such amount with interest, despite of receiving these letters if opponent did not credit such processing charges into the

complainant's account. Then after as per the record it seems that under exhibit "F" complainant send legal notice dated 22nd October 2021 to the opponent and requested to credit such amount within 15 days with interest into the account of the complainant.

6. With the additional written argument complainant filed additional documents in which one document is related to the festive offer of the opponent. As per this festive offer 100% waiver is applicable processing charges for their home loan scheme during the festive period from 06/09/2019 to 31/12/2019. As per this festive offer it seems that loans to be sanction during the period from 06/09/2019 to 31st December 2019 under Union Home and union miles schemes would be waived. Complainant states that on the basis of this festive offer, Complainant approached with opponent and apply for the home loan. Such home loan was sanctioned by the opponent on dated 7th December 2019. As per this date it seems that complainant's home loan was sanctioned by the opponent during the period of above mentioned festive offer. Hence opponent should have to waive the processing charges as per their advertisement of festive offer. Point no. 9 of Sanction Letter itself clearly mentions that complainant's processing charges were waived by the opponent. But actually opponent debited such amount of rupees 17,700/- from the Complainant's account. In our view while sanctioning the home loan the processing charges as per Opponent Bank's festive offer should be waived. But Opponent intentionally debited such processing charges from the Complainant's account, which amounts to deficiency in service and unfair trade practice. After that Complainant sent two letters and one notice to Opponent and requested to credit such processing charges amounted to Rs. 17,700/- with interest in his

account. But despite of that Opponent failed to refund such amount to the Complainant. Hence Complainant forced to file the present complaint. Hence on the basis of above discussion complainant proved the deficiency in services on the part of the opponent hence We answer of point number 1 accordingly.

7. As to Point No. 2: Complainant prayed that, the Commission be directed to opponent to credit the amount of rupees 17,700/- with interest which was wrongly debited by the opponent from the Complainant's account for the purpose of processing charges of home loan. In our view this prayer of Complainant is allowed because it is proved that opponent wrongly debited such processing charges from the Complainant's account. Such amount was debited on 12th December 2019 and since from that day Opponent are using the Complainant's harden money. Hence opponent is liable to pay such amount of rupees 17,700/- with reasonable interest to the complainant. Due to the deficiency in service and unfair trade practice of the opponent Complainant unnecessarily faced mental agony and forced to file the present complaint. Hence opponent is liable to pay the reasonable compensation and cost of the complaint to the complainant. We answer Point no. 2 accordingly.

8. All pleadings in present case are made in English, hence the judgment is pronounced in English. Considering the facts and circumstances we proceed to pass the following order :

ORDER

1. The Consumer Complaint No. CC/421/2021 is partly allowed.
2. Opponent is held guilty of deficiency of service and unfair trade practice.

3. Opponent is directed to pay Rs. 17,700/- (Rupees Seventeen thousand Seven Hundred Only) with 9% interest p.a. to the Complainant from 12/12/2019 till the realization of the amount.
4. Opponent is directed to pay the Complainant Rs. 10,000/- (Rupees Ten Thousand Only) towards compensation for mental agony within 60 days from the date of receipt of this order.
5. Opponent is directed to pay the Complainant Rs. 10,000/- (Rupees Ten Thousand Only) towards costs for pursuing this complaint within 60 days from the date of receipt of this order.
6. Rest of the prayers of the Complainant are not allowed.
7. Copy of this order be given free of cost to both parties.

Date :- 26/07/2023

Place :- Bandra – Mumbai.

Sd/-
(Shraddha M. Jalanapurkar)
Member

Sd/-
(Ravindra P. Nagre)
President I/c

gmp/-