

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION
CHANDIGARH DISTRICT COMMISSION
CONSUMER COMPLAINT NO. DC/AB1/44/CC/255/2021**

Roopam Kumar

PRESENT ADDRESS - Roopam Chawla wife of Sh. Akshay Kumar aged about 40 Years r/o
House No. 1539, Phase-10, MohaliCHANDIGARH,CHANDIGARH.

.....Complainant(s)

Versus

SBI Cards & Payment

PRESENT ADDRESS - Services Private Limited SCO No. 2915-16, 2nd Floor, Sector 22-C,
Chandigarh through its Branch ManagerCHANDIGARH,CHANDIGARH.

.....Opposite Party(s)

BEFORE:

**AMRINDER SINGH SIDHU , PRESIDENT
BRIJ MOHAN SHARMA , MEMBER**

FOR THE COMPLAINANT:

FOR THE OPPOSITE PARTY:

DATED: 06/02/2026

ORDER

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-II, U.T. CHANDIGARH

=====

Consumer Complaint No	:	255 of 2021
Date of Institution	:	16.04.2021
Date of Decision	:	06.02.2026

Roopam Kumar @ Roopam Chawla wife of Sh.Akshay Kumar, aged about 40 years,
r/o House No.1539, Phase-10, Mohali.

... .. Complainant

Versus

SBI Cards & Payment Services Private Limited, SCO No.2915-16, 2nd Floor, Sector
22-C, Chandigarh through its Branch Manager.

... .. Opposite Party

BEFORE: MR.AMRINDER SINGH SIDHU, PRESIDENT

MR.B.M.SHARMA, MEMBER

Argued by: Sh.Devinder Kumar, Advocate for Complainant.

Sh.Kartik, Advocate for OP (defence of OP already struck off).

ORDER BY AMRINDER SINGH SIDHU, M.A.(Eng.),LLM,PRESIDENT

1] The complainant has filed the present consumer complaint pleading that the agent of the OP allured the complainant for credit card and obtained her signature on some blank forms. The OP issued credit card bearing No.ending 4377-4856-5590-6048 (Annexure C-1) to the complainant. On 07.12.2017, the complainant received two messages (Annexure C-2 & C-3) i.e. "Time:11.02 018032 is the OTP for txn of INR 10000.00 at Airtel-Money with you SBI Card ending with 6048. OTP is valid 10 mins only. Pls do not share with anyone " and Time:11.03 435497 is the OTP for txn of INR 999.00 at Airtel-Money with you SBI Card ending with 6048. OTP is valid 10 mins only. Pls do not share with anyone ". On receipt of the messages, the

complainant was shocked as no transaction was done by her. Immediately, the complainant intimated to the OP with the request to do the needful. On receipt of the information, the OP blocked the credit card of the complainant at 11.04 and sent SMS dated 07.12.2017 (Annexure C-4) to the complainant. The OP also registered the complaint of the complainant and sent the message dated 07.12.2017 at about 12.02 PM (Annexure C-5) to the complainant. Under the direction of OP, the complainant also submitted the transaction dispute form dated 28.12.2017 (Annexure C-6) with the OP. In addition to that, the complainant moved the complaint before the SHO, Police State Cyber Crime, Mohali on 30.01.2018 (Annexure C-7) and also before the Banking Ombudsman, Reserve Bank of India, Sector 17, Chandigarh (Annexure C-8). Under the direction of OP, the complainant paid a sum of Rs.17,050/- to the OP on 26.02.2018 except the disputed amount. Thereafter the complainant remain in touch with the OP to know about status of her complaint but the OP linger on the matter on pretext or another and failed to initiate any action on the complaint of the complainant. The OP sent the name of the complainant to the CIBIL authority in defaulter list. The complainant sent e-mail dated 09.10.2020 (Annexure C-9) to the OP with the request to do the needful. The OP replied vide e-mail dated 18.10.2020 (Annexure C-10) but failed to resolve the issue.

It is pleaded that instead of investigate the complaint of the complainant, the OP with malafide intention issued monthly statement and message dated 12.04.2021 (Annexure C-11) to the complainant directed to deposit the amount of Rs.35,594/- for the transactions of the amount which were never done by the complainant. The complainant deposited the amount of

Rs.35,594/- with the OP (Annexure C-12) under protest. The complainant sent e-mail dated 12.04.2021 to this effect to the OP and OP acknowledged the same vide e-mail dated 12.04.2021 (Annexure C-13 & C-14). Alleging the aforesaid act of OP amounts to deficiency in service and unfair trade practice on its part. Hence, the present consumer complaint has been filed by the complainant with a prayer to direct the OP to refund the amount of Rs.35,594/- alongwith interest; to issue NOC with regard to credit card in question; to remove the name of complainant from the defaulter list; compensation for harassment and cost of litigation expenses.

2] OP appeared before this Commission through its counsel but failed to file its written version within the stipulated period of 45 days, as provided under the Consumer Protection Act, 2019, despite providing opportunity to it.

Hence, in view of the law laid down by the Hon'ble Supreme Court in “

M/s

Daddy's Builders Pvt. Ltd. & Another Vs. Manisha Bhargava and Another”, ***Special Leave to Appeal (Civil) No.1240 of 2021 decided on 11.02.2021***, the defence of OP was struck off by order dated 20.01.2022.

3] Complainant led evidence in support of her contention.

4] We have heard the learned counsels for the parties and gone through the documents on record.

5] The issue to be decided is whether there is deficiency in service on the part of OP in not redressing the grievance of the complainant about unauthorized transaction made from her SBI Credit Card especially when the unauthorized transaction has been brought to the notice of OP without any delay or not?

6] In order to find out answer to the above mentioned issue, the following facts and circumstances of the complaint are necessary to be discussed.

7] The complainant filed the present complaint against OP for seeking relief for remained deficient in providing service to her and adoption of unfair trade practice. It is duly proved on record from the messages Annexure C-4 & C-5 that complainant reported the matter of unauthorized transaction dated 07.12.2017 to OP on the same very day of unauthorized transaction i.e. 07.12.2017. Thus, it is proved that upon receipt of suspicious OTPs the complainant has promptly brought the unauthorized transaction in question to the notice of OP on the same day i.e. 07.12.2017 and the credit card was blocked immediately. Since the defence of the OP stands struck off, the averments made in the complaint, supported by documentary evidence, remain unchallenged and unrebutted.

8] It is important to mention here that the Reserve Bank of India had issued Circular bearing No. RBI/2017-18/15 DBR. No.Leg. BC.78/09.07.005/2017-18 dated 06/07/2017 , to all commercial banks with respect to “**Customer Protection-Limiting Liability of Customers in Unauthorized Electronic Banking Transactions**”, wherein it is stipulated that the customer is required to report the unauthorized transaction to the bank, which has been done in the instant case. The relevant part of the said circular is reproduced as under:-

“.....Limited Liability of a Customer

(a) Zero Liability of a Customer

6. *A customer's entitlement to zero liability shall arise where the unauthorised transaction occurs in the following events;*
- (i) Contributory fraud/ negligence/ deficiency on the part of the bank (irrespective of whether or not the transaction is reported by the customer).*
- (ii) Third party breach where the deficiency lies neither with the bank nor with the customer but lies elsewhere in the system, and the customer notifies the bank within three working days of receiving the communication from the bank regarding the unauthorised.....”*
9. *On being notified by the customer, the bank shall credit (shadow reversal) the amount involved in the unauthorised electronic transaction to the customer's account within 10 working days from the date of such notification by the customer (without waiting for settlement of insurance claim, if any). Banks may also at their discretion decide to waive off any customer liability in case of unauthorised electronic banking transactions even in cases of customer negligence. The credit shall be value dated to be as of the date of the unauthorised transaction.*
10. *Further, banks shall ensure that:*
- (i) a complaint is resolved and liability of the customer, if any, established within such time, as may be specified in the bank's Board approved policy, but not exceeding 90 days from the date of receipt of the complaint, and the customer is compensated as per provisions of paragraphs 6 to 9 above;*
- (ii) where it is unable to resolve the complaint or determine the customer liability, if any, within 90 days, the compensation as prescribed in paragraphs 6 to 9 is paid to the customer; and*
- (iii) in case of debit card/ bank account, the customer does not suffer*

loss of interest, and in case of credit card, the customer does not bear any additional burden of interest.

Burden of Proof

12. The burden of proving customer liability in case of unauthorised electronic banking transaction shall lie on the bank.

9] As per the Circular of Reserve Bank of India, referred above, the burden of proving the complainant's liability is on the OP Bank. OP miserably failed to discharge its burden of proof mentioned in para No.12 of RBI Circular No. RBI/2017-18/15DBR.No.Leg.BC.78/09.07.005/ 2017-18, dated 06.07.2017 by providing on record that it is an authorized transaction. Hence, it is held to be an unauthorized transaction by third party.

10] Further, in the present complaint, it is held that OP did not follow instructions of aforesaid circular dated 06.07.2017 issued by Reserve Bank of India. Moreover, OP has violated the instructions of the above mentioned circular issued by Reserve Bank of India. Hence, non compliance of the directions and failure of the OP in redressing the genuine grievance of the complainant about unauthorized transaction in question as per by the circular of Reserve Bank of India, detailed above, clearly amounts to deficiency in service.

11] The Hon'ble Bombay High Court's Division Bench of Hon'ble Justice Girish Kulkarni and Hon'ble Firdosh Pooniwalla in a petition filed by one Jaiprakash Kulkarni and Pharma Search Ayurveda Pvt. Ltd. relying on 2017 RBI Circular held:-

“A Customer has zero liability when the unauthorized transaction occurs due to a third party breach where the deficiency lies not with bank or customer but somewhere in the system”, the Hon’ble Bombay High Court directed Bank of Baroda to refund Rs.76 Lakh debited from a Company’s Bank account fraudulently”

12] Reliance can also be placed on the decisions of **Hon’ble National Consumer Disputes Redressal Commission, New Delhi in F.A.No.112 of 2015 – Chairman, Punjab National Bank & Anr. Vs. Leader Values Ltd., decided on 13.03.2020 and Revision Petition No.3333 of 2013 – HDFC Bank Limited & Anr. Vs. Jesna Jose, decided on 21.12.2020 as well as decisions of Hon’ble State Consumer Disputes Redressal Commission, UT, Chandigarh in Appeal No.114 of 2023 – Dr.Ajay Sood vs. Bank of India, decided on 05.10.2023 and Appeal No.208 of 2024 – State Bank of India & anr. Vs. Rajesh Garg, decided on 30.09.2024** , wherein similar issue, as in the present case, has been dealt with and decided in favour of the complainant/consumer.

—

13] In view of the above discussion, it is held that OP remained deficient in providing service to the complainant in resolving the issue of unauthorized transaction dated 07.12.2017 despite complaint made to the OP which makes OP liable not only to refund an amount of Rs.35,594/- alongwith interest but also pay compensation to the complainant on account of physical harassment and mental agony suffered by her despite bearing cost of litigation expenses. Accordingly, the present consumer complaint succeeds, the same is accordingly partly allowed and the OP is directed as under:-

- i) to refund to the complainant an amount of Rs.35,594/- alongwith interest @ 9% per annum from the date of its deposit i.e. 12.04.2021 till the date of its actual realization.
- ii) to get the complainant's name removed from the defaulter list/CIBIL records, if not already done, qua the credit card in question.
- iii)to pay Rs.10,000/- to the complainant for causing her harassment and mental agony including litigation expenses.

This order be complied with by the OP within 45 days from the date of receipt of its certified copy.

14] The pending application(s) if any, stands disposed of accordingly.

The Office is directed to send certified copy of this order to the parties, free of cost, as per Rules under The Consumer Protection Rules, 2020. After compliance file be consigned to record room.

Announced

06.02.2026

Sd/-
(AMRINDER SINGH SIDHU)
PRESIDENT

Sd/-

(B.M.SHARMA)

MEMBER

as

.....
AMRINDER SINGH SIDHU
PRESIDENT

.....
BRIJ MOHAN SHARMA
MEMBER