



CC/22/116

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Outward No. TH/ADD./DCDRC / 96
Date: ~~30 JAN 2025~~

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION.
ADDITIONAL THANE

**Room No.428 and 429, Konkan Bhavan Annex Building, 4th Floor,
C.B.D. Belapur, Navi Mumbai- 400614.**

Consumer Complaint No : CC/22/116
Complaint Filed on : 27/05/2022
Order passed on : 07/01/2025
Period : 02 Year 07 Months 11 days

✓ Rekha Chaudhari
Indian inhabitant, Proprietor
One Line Wellness Pvt.Ltd.
M-0143, Akshar Business Park,
Plot no.03, Vashi Kopar Khairane Road,
Janta Market Road, Sector 25,
Vashi, Navi Mumbai 400 703.

....Complainant/s

V/S

American Express Banking Corporation
Having their office at MGF Metropolitan,
7th floor, Office Block, District Center Saket,
New Delhi 110 017
And
One World Center,
Tower 2, B wing, 8th floor, Jupiter Mills Compound,
Elphinstone, Mumbai 400 013.

.....Opponent/s

BEFORE: HON'BLE PRESIDENT SHRI. TUSHAR P. MENKUDALE
HON'BLE MEMBER SHRI. YOGESH D. KAPSE
HON'BLE MEMBER SMT. ANUSHKA A. SHRESHTHA

ADVOCATE ON RECORD:

For Complainant : Adv.Shobhana Gopal, LRS Associates
For Opponent/s : Adv.Pranita Kelkar

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JUDGMENT

(Decided on - 07/01/2025)



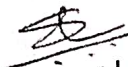
PER HON'BLE MEMBER, SMT. ANUSHKA A. SHRESHTHA

(1) The complaint is filed under Sec. 35 of the Consumer Protection Act 2019. Brief facts of the case as under:

1. The Complainant is a very valued customer of American Express Banking Corporation and their loyal account holder for at least last 10 years. The Complainant has been one of the highest users of the AMEX credit card and has also been issued the coveted Platinum card by the Opposite Party. The Complainant has at no point been lacking in payment of the charges for the various services offered by the Opposite Party. The Opposite Party is a multinational Banking Corporation registered as a scheduled Commercial Bank under the Reserve Bank of India Act, 1934.
2. The complaint has been filed for the deficiency of service on part of the Opposite Party by blocking one of the add-on cards of the Complainant standing in the name of one Mr. Naveen CB Shankar on the pretext of failure to provide KYC details that were actually provided by the Complainant to the Opposite Party prior to the wrongful and illegal blocking of that add-on card on the basis of false/inconsistent claims/clarifications.
3. The Complainant holds the primary card in her own name and other three add-on cards in the names of Naveen C. B. Shankar, Aparna Arun Chaudhari and Nilambari Arun Chaudhari.
4. On 16/12/2019, the Opposite Party sent an email to the Complainant calling for KYC details of the said Supplementary Card standing in the name of one Naveen Shankar 01043(last digits) accordance with the RBI guidelines. On 16/01/2020 the complainant provided the complete KYC details. On 22/01/2020, the complainant informed to the opposite party about submission of

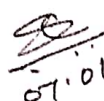
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KYC. To utter surprise of the complainant, the Supplementary card standing in the name of Naveen Shankar being last 5 digit 01043 was blocked on 24/01/2020. On that day the complainant had made arrangements for an online sale. The site on which sale was to be made was shopify and the card of Naveen Bhavani Shankar was linked to the site on auto mode for renewal. The complainant assumed that the renewal would have been done. Due to non renewal, none of the transactions pertaining to the online sale could go through. Some of the perspective customers informed that the sale could not be go through due to non working of the concerned website. On 24/02/2020 the executive of opposite party Miss Nisha Singh by her email communicated that do KYC details were updated could not be matched with the data at the opposite party Bank. On 27/02/2020, the complainant by her email communication protested against the claim that the complainant had not completed the up gradation of KYC details. On 27/02/2020 the officer of opposite party tendered his apology for the delay and assured that the issue of blocking of her card was being looked into. On 02/03/2020, the Complainant protested that she was denied access to her cards and also made it clear that she would be making payments only after the resolution of the issue of blocking of her cards. By a message dated 05/03/2020 Mr. Suresh Kapoor informed the Complainant that her grievance was registered. Mr. Kapoor from the Global Services Group of the opposite party vide email communication dated 09/03/2020, they did not recover the entire outstanding amounts. On 11/03/2020, Mr. Kapoor informed that the KYC details given by her were not correct. The Complainant by email dated 12/03/2020 sought proof from opposite party about submission of wrong documents. On 19/03/2020, the complainant informed Mr Kapoor that she had a call from two of the officers of opposite party viz. Mr Varunesh Srivastava and Mr Yuvraj, but instead of addressing the grievance raised by the complainant on the matter of credit card, only expressed concern about the service


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charges due and payable by her. On 31/03/2020, the complainant sent a notice through her advocate to the opposite party, and sought apology from the opposite party for the wrongful blocking of her cards and also damages. By reply dated 28/03/2020, email sent by the opposite party repeated and reiterated the false contentions that the Supplementary card having last number 1043 was blocked. There after the complainant addressed the rejoinder dated 09/05/2020 and informed various discrepancies, falsehood of the opposite party including the contrary and inconsistency statements given by the opposite party justify the (illegal) blocking of the Supplementary card. On 24/06/2020, one miss Vidya More informed the complainant that all the issues raised by her in the month of April were closed. The complainant issued legal notice dated 29 /06/2020 to Mr Kapoor and other officers of the opposite party protested against the closure of her matter. On 17/07/2020 the opposite party replied. In the month of September 2020, one Mr Dinesh from the finance department of the opposite party messaged the complainant and assured that he would sort out the matter but the issue has not been resolved. Again on 14/09/2021 the complainant sent another legal notice to the opposite party, highlighting damage cost to her reputation, Goodwill in addition to the financial loss caused to her due to deficiency of services on the part of opposite party was holding prestigious platinum card. But the issue is not resolved by the opposite party. Due to blocking of supplementary Card standing in the name of Mr. Naveen Bhawani Shankar, the payment to shopify could not be made and online sale got affected. The illegal act of blocking the supplementary card caused grave and severe monetary loss to the Complainant. More over the opposite party blocked her primary card on the alleged ground of non- payment of charges in spite she being platinum card holder customer. The Complainant never denied the payment but the opposite party not given satisfactory explanation and proper reason blocking of the cards, the complainant has not committed


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any default. Still the primary card and supplementary cards were cancelled by the opposite party. Due to aforementioned deficiency in services the Complainant has filed present Complaint.

(2) The prayers of the Complainant are as under :-

a. This Honorable Court be pleased to direct the Respondent to restore the primary and supplementary cards of the Respondent on the same terms and conditions.

b. That further this Court also be pleased to impose damages of Rs.1 crore on the Respondents and direct the same to be paid to the complainant forthwith.

(3) In support of the complaint, the complainant has relayed upon documents are as under :-

i. Exh.-A - Copy of the acknowledgement of the Respondent to the receipt of the KYC details by an email dated 16/01/2020. (page No. 57)

ii. Exh.- B - Copy of the communication dated 22/01/2020 addressed by the Complainant to the Respondent. (page No.58)

iii. Exh.- C- Copy of the communication dated 24/02/2020 addressed by the 1st Respondent through Ms Nisha to the Complainant. (page No. 59)

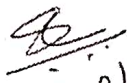
iv.- Exh.-D- Copy of the communication dated 27/02/2020 by the Complainant to the Respondents.(Page No.60-61)

v. Exh.- E- A copy of the communication dated 09/03/2020 by the Respondent to the Complainant.(page No. 62)

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- vi. Exh. F- Copy of the communication dated 09/03/2020 by the complainant to the Respondent. (page No. 63
- vii. Exh.- G-Copy of the communication dated 11/03/2020 by the Respondent to the Complainant. (page No. 64-65)
- viii. Exh. -H-
Copy of the communication dated 11/03/2020 addressed by the Complainant to the Respondent (Page No. 66)
- ix. Exh.-I - Copy of the communication addressed by the Complainant to the Respondent dated 11.03.2020 (Page No.67)
- x. Exh. J- Copy of the communication dated 12/03/2020 addressed by the Complainant to the Respondent. (Page No. 68-69)
- xi. Exh. K - Copy of the Advocates notice dated 31/03/2020 sent by the Complainant to the Respondents. (Page No. 70-75)
- xii. Exh. L- Copy of the email communication dated 28/04/2020 by the Respondents. (Page No.76-77)
- xiii. Exh. M- Copy of the rejoinder dated 09/05/2020 addressed by the Complainant to the Respondents (Page No.78-80)
- xiv. Exh. N- Copy of the legal notice dated 29/06/2020 addressed by the Complainant to the Respondent. (Page No. 81-82)
- xv. Exh. O-Copy of the reply of the Respondents dated 17/07/2020 to the legal notice by the Complainant's Advocates. (Page No.83-84)
- xvi. Exh.- P- Copy of the payment details made by the Complainant. (Page No. 85-86)


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- xvii. Exh. Q- Copy of the final notice dated 14/09/2021 addressed by the Advocates of the Complainant. (Page No. 87-98).
- xviii. Exh. R- Copy of the notice dated 16/05/2022 addressed by the Complainant through their Advocates to the Respondent. (Page No. 99-117)

(4) After admission of the present complaint notice was issued to the Opponent. The Opposite Party appeared before this Commission and filed the written version within stipulated time, and opposed the reliefs prayed by the Complainant, on following grounds :-

- i. The blocking of supplementary card of Mr. Naveen C.B. Shankar ending with Number xx1043 by following the guidelines issued by the Reserve Bank of India.
- ii. The Opposite Party requested the complainant vide emails dated 24.12.2019 and 13.01.2020 to provide additional KYC details/information in addition to the documents submitted by the complainant earlier for the above-mentioned supplementary card ending with 01043 issued in the name of Naveen C.B. Shankar and was duly informed vide the said emails that the subject Card would be suspended by 31/12/2019 if the KYC compliances are not undertaken by the Complainant/Customer.
- iii. On 20th January 2020 the KYC validation of supplementary card issued in the name of Naveen C.B. Shankar failed on account of the Complainant entering incorrect last 5 digits of supplementary card and also filled in an unregistered mobile no. 7506787198 instead of the originally registered mobile number in the CKYC portal. The Complainant was duly informed vide email dated 24/01/2020 and was even provided with an opportunity to rectify the same and complete the KYC Compliance. Infact no calls were received by the customer care on 24/01/2020.


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iv. That multiple emails/SMS/AVC's regarding the suspension of the card were sent to the complainant on her registered mobile number and email and therefore there has been no deficiency of service on the part of the answering Opposite Party. It is pertinent to mention that despite blocking of the aforesaid supplementary card, the Complainant continued to use the primary card and the other supplementary cards even during the period of suspension from 24th January, 2020 till 5th February 2020.

iv. That even though the aforesaid supplementary card of Mr. Naveen C.B. Shankar was blocked in January 2020 for want of correct details however, on 05th February, 2020 the said card was unblocked/reinstated after the Complainant furnished requisite KYC information/details on CKYC portal and on the basis of the Complainant's telephonic call.

v. The Complainant deliberately failed to make payment towards the outstanding dues. Despite repeated requests and reminders and on account of failure of the Complainant to make payment of outstanding amount, the Complainant's primary card account ending with xx08006 was blocked on 19th March, 2020.

vi. On 17/04/2020, on account of non-payment of outstanding dues of Rs. 11,50,213.14, the Opposite Party was constrained to cancel the Complainant's primary and supplementary cards. The Complainant was duly conveyed by the Opposite party about the cancellation of the cards due to non-payment of valid dues in accordance with the company's policies and RBI guidelines.

vii. The Complainant cleared the payment of outstanding Amount of Rs.11,50,213.14 only on 09th September, 2021 after a gap of more than 16 months. However, the said cards could not be reinstated irrespective of payments after 16 months as the same were cancelled



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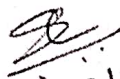
due to non- payment of outstanding dues and in accordance to RBI guidelines.

viii. Therefore there is no deficiency of services on the part of Opposite Party as they acted with due diligence and care was taken before blocking and cancelling the cards of the Complainant.

ix. The services rendered by the opposite party includes addressing grievances, shortcomings or inadequacies in a time bound manner and in accordance with company policies and RBI guidelines. Infact, Opposite Party provides for a transparent break up of fares to all the customers before payment is made and the customers are at liberty to opt out of their own volition. However the Opposite Party is bound to the laws or by-laws and cannot act in contravention to it in order satisfy a customer.

x. The Complainant was time and again informed through various mediums that failure in KYC validation leading to suspension of the supplementary card issued in the name of Mr. Naveen CB Shankar and the fault was on the part of Complainant for providing incorrect details including filling an unregistered mobile number. It is reiterated that the Complainant continued to use her primary and other supplementary cards during the period of suspension of the card issued in the name of Mr. Naveen CB Shankar. The break in service is a direct outcome of the fault and negligence of the Complainant. Therefore, the OP cannot be penalized for the fault of the Complainant.

xi. The Complainant was duly conveyed that her primary card and other cards will be cancelled if outstanding dues are not cleared as per policies and guidelines however, the Complainant did not clear the dues within timeline. The Complainant cleared the dues after 16 months and after the cards has been cancelled.


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xii. The suspension and subsequent cancellation of the Complainant's card were in accordance and in compliance with the Bank's internal guidelines/policies and guidelines issued by RBI. Therefore, the Opposite Party cannot be held responsible and liable for cancelling the cards and also for not reinstating as the same has been cancelled on account of lapse on the part of the Complainant and has been done in accordance to law.

The Opposite Party prayed that the present complaint be dismissed with costs as the Complainant is not entitled to any relief.

(5) PERSUED the Complaint, written version of the Opposite Party, affidavit of evidence of the Complainant, additional two affidavits of the witnesses on behalf of the Complainant, additional affidavit on behalf of the opposite party and written arguments filed by both the parties. The Complainant sought leave of this commission for taking affidavit of evidence of additional witnesses.(page No. 262) in the present application name of six witnesses are mentioned. But evidence closing pursis filed by the complainant, there is mentioned that the Complainant has filed evidence of herself, Ms. Rohini Pagare and Mr. Jitendra Rohidas Chaudhari. The complainant has also mentioned in the said evidence closing pursis dated 15/03/2023 that she has no further witnesses.(page no. 277-278) After considering the same this Commission finds the below mention points necessary to consider so as to decide the present complaint:-

Sr.No.	Points	Finding
1	Whether, the complainant is Consumer of the opposite party?	Affirmative
2	Whether Commission has jurisdiction to entertain the present complaint?	Affirmative
3	Whether, the Complaint is filed within limitation?	Affirmative

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4	Whether the opponent has provided deficient services, while providing services to the complainant?	Affirmative
5	Whether opponent is liable to pay compensation to the complainant.	Affirmative. As per final order.
6	What Order?	As Per Final Order

Reasoning

As to Point no. 1

(6) The complainant had availed of banking services from the opposite party by paying service charges as a consideration. The opposite party was having one primary Card and 5 supplementary cards to the complainant. The complainant have paid the necessary service charges to the opposite party. The Complainant was a customer of the opposite party for at least last 10 years. The complainant has been one of the highest user of AMXEX credit card and has also been issued coveted platinum card by the opposite party. The opposite party has admitted the same. It suffices to establish the relationship of the Complainant as a customer of opposite party and opposite party is a service provider, therefore this commission answered point No. 1 in the affirmative.

As to Point No. 2

(7) The address of the Complainant is of Kopar Khairane, Navi Mumbai, which comes within the jurisdiction of this Commission, therefore this commission has jurisdiction to entertain this complaint. Hence, this Commission answered point No. 2 in the affirmative.

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As to Point No. 3

(8) As initially the opposite party have blocked the supplementary card on 24/01/2020 and subsequently blocked the primary card too. However the Honorable Supreme Court has given certain guidelines for extention of the limitation period due to the pandemic situation prevailing at the relevant time. In terms of the order dated 10th January, 2022 passed by the Honorable Supreme Court of India in an application filed by Supreme Court Advocates-on-Record Association, the period from 15th March 2020 to 28th February 2022 shall be excluded for the purpose of limitation as may be prescribed under any general or special laws in respect of all judicial and quasi-judicial proceedings. Therefore, the present complaint has been filed on 27/05/2022 by the complainant which is within the period of limitation. Hence this commission answered the point No.3 in the affirmative.

As to Point No. 4 :-

(9) The complainant is a proprietor of One Line Wellness Private Limited, and a renowned National and international personality in the Beauty and Wellness industry. The complainant is very valued customer and account holder of the opposite party for more than 10 years and one of the highest users of AMEX Credit Card. The Complainant is the holder of prestigious platinum card issued by the opposite party. The opposite party sent an email dated 16/12/2019 to the complainant calling for KYC details for the Supplementary card standing in the name of one Naveen Shankar 01043 (last digits) accordance with RBI guidelines. Around the same period, the complainant used her primary AMEX card for payment of bill of Coffee, however payment was rejected as the opposite party was negligently and wrongfully blocked the card, without any fault on the part of the complainant. There was another occasion, when the complainant used her primary AMEX card to book ticket at 11 p.m. for flight to New Delhi scheduled to depart at 4:00 a.m. the next day, but the complainant



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came to know upon enquiry with opposite party that her card was blocked and suspended and hence the flight booking could not be made. Upon registration of protest against the illegal suspension offer card by the complainant, the opposite party tendered apology with assurance that no such lapses would occur in the future. So far as the aforesaid contentions of the complainant are concerned, the complainant has not produce any document on record in support of her aforesaid contentions, hence the same has not been proved.

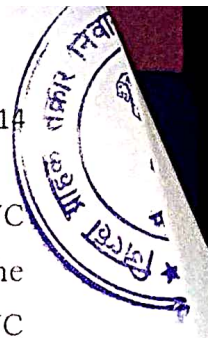
(10) It is contended by the Complainant that on 16/01/2020 @ 2.45 p. m. she has provided complete KYC details for the Supplementary card standing in the name of Naveen Shankar as requested by the opposite party and the same is acknowledged by the opposite party. In 22/01/2020, again the Complainant sent email regarding updated supplementary card. On 24/01/2020, the complainant came to know about blocking of supplementary card standing in the name of Naveen Shankar bearing last 5 digit 01043. There was no prior intimation given by the opposite party. The Complainant had arranged and online sale just for the day on 24/01/2020 on the site of Shopify, to which supplementary card the name of Mr Naveen Shankar was linked on auto mode for renewal. The complainant was under impression that renewal would have been done. But due to non-renewal, none of the transactions pertaining to the online sale could go through. When the Assistant of the Complainant viz. Rohini Pagar contacted the opposite party, she came to know the card was blocked. After explaining to the opposite party, about the KYC details has already been provided, the card was unlocked. Thereafter the payment shopify was made on 24th January, 2020, however it was too late for the sale begin. The contentions of the complainant that the opposite party has not produce any evidence on record to show the complainant has provided KYC after 23rd January 2024 to the opposite party. Whereas the opposite party have mentioned in their written version, affidavit of evidence and additional affidavit that the supplementary card was unlocked/reinstated on the basis of telephonic call made on

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05/02/2020 and after submission of required KYC details on CKYC portal. But no such documents are produced on record by the opposite party. The opposite party also contended that the KYC validation of supplementary card issued in the name of Mr Naveen CB Shankar failed on account of complainant entering incorrect last 5 digits of supplementary card and providing unregistered mobile number i.e. 7506787198 instead of the original registered mobile number in the CKYC portal. Failure of KYC validation that supplementary card ending 01043 issued in the name of Mr Naveen CB Shankar was suspended and the complainant was informed vide email dated 24/01/2020. However on 5th February 2020 the said card was unblocked/reinstated after the complainant furnished requisite KYC information/ details on CKYC portal and on the basis of the complainant's telephonic call. The opposite party has relied upon RBI guidelines about submission of KYC. The Opposite party has not produced any document on record to show, the details of KYC provided or submitted by the complainant were incorrect subsequently after providing information/ details on CKYC, the supplementary card standing in the name of Naveen CB Shankar ending with 01043 was unblocked. It is pertinent to note that even the opposite party has admitted that the Supplementary card was unblocked on the basis of telephonic call of the complainant. If the opposite party is bound by the RBI guidelines regarding KYC upgradation, then how the supplementary card can be unblocked on the basis of telephonic call of the complainant? On the other hand complainant has stated in the Complaint, affidavit of evidence that the supplementary card was unblock after telephonic call of the complainant. Moreover, the opposite party has not produced any document to show that the complainant has provided KYC details after 23rd January 2024. From the evidence brought on record by both the parties, it is very much clear that on 24th January 2020 supplementary card was standing in the name of Naveen Shankar was blocked by the opposite party and non-renewal of the said card the transactions pertaining to the online



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sale of the complainant could not go through, even though the Complainant had upgraded the KYC. Therefore by considering the facts and circumstances, it appears that there is deficiency on the part of the opposite party while providing the services to the Complainant. Therefore this Commission answered issue no. 4 in the affirmative.

As to Point No. 5 :-

(11) The Complainant was being old customer and holding platinum card issued by the opposite party. The Complainant has brought on record that she was having 3 supplementary cards, but the Opposite Party has brought on record that the Complainant was having 5 supplementary Cards. The Opposite party stated in the written version and written argument that the primary card of the Complainant was blocked on 19th March, 2020 and due to non-payment of outstanding dues of Rs. 11,50,213.14/- the primary and supplementary cards were cancelled. Thereafter on 09th September 2021 the Complainant has paid the dues after gap of 16 months. Whereas the Complainant has produced the copy of email dated 8th September, 2020, where she has sent details of transfer of pending dues.(page no. 85) The Complainant stated that due to communication with one Mr. Dinesh from finance department of the Opposite Party, she had cleared the pending dues under protest. But there is no reference of said communication, in the email dated 8th September, 2020 sent by the Complainant to the Opposite Party. The Complainant has placed reliance upon following Judgements in support of her claim.

i. GIAN CHAND AND BROTHERS AND ANOTHER Versus RATTAN LAL ALIAS RATTAN SINGH - (2013) 2 Supreme Court Cases 606A

“A. Civil Procedure Code, 1908 – Or. 8 Rr. 3, 4 & 5, Or. 14 R. 3 and Or. 18 R. 3- Obligation of defendant to deal with each allegation in plaint – Evasive denials by defendant on allegations in plaint – Effect of – Held, defendant must specifically deal with each and every allegation of fact in plaint – General denial of facts alleged in plaint is not sufficient – When nothing is specifically pleaded in written statement as

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against averments in plaint, defendant is not entitled to lead any evidence on those issues”.

ii. JASPAL KAUR CHERMA AND ANOTHER Versus INDUSTRIAL TRADE LINKS AND OTHERS - (2017) 8 Supreme Court Cases 592.

“B. Civil Procedure Code, 1908 – Or. 8, Rr. 3 and 5 – Defendant in written statement must categorically deny or dispute averments made in plaint, as evasive denial would amount to an admission of the allegation made in the Plaint.”

iii. CHARAN SINGH Versus HEALING TOUCH HOSPITAL AND OTHERS

A. Consumer Protection Act, 1986 – Ss. 14(1)(d), 18, 22, 11(1), 17(a) and 21(a)(i) – Compensation – Mode of quantification of – Held, attempt should be made to serve the ends of justice by awarding compensation if the case is established.

(12) The law laid down in the aforesaid Judgement is considered while deciding the present matter.

(13) The Opposite Party has placed reliance upon following Judgements :-

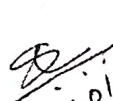
i. P. GOPINATHAN Versus THE CHAIRMAN, AIR INDIA

Hon'ble National Consumer Dispute Redressal Commission --Regarding Compensation claim.

ii. Shri Arun R. Rane V/s. New India Assurance Co. Ltd and Anr.

Hon'ble State Consumer Dispute Redressal Commission--Regarding mis-joinder of causes of action. –

The facts of the aforesaid judgements are different than the facts of present case, hence these Judgments are not applicable. As per point no.4 there is deficiency in services on the part of opposite party. It is evident from the documents produced on record by the Complainant that there was outstanding dues of Rs. 11,50,213.14/- and therefore the opposite party cancelled the complainant's primary and supplementary cards on 17/04/2020. It is admitted by both the


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parties that the Complainant cleared the payment of outstanding dues of Rs. 11,50,213.14/ but the date of clearing dues is different. As per version of the Opposite Party the Complainant cleared the dues on 09/09/2021, but no any document to support the date of payment. Whereas the Complainant have sent the details of transfer of said amount on email of the Opposite Party on 08/09/2020 (Page No. 85). Which proved that the Complainant have transferred the amount on 08/09/2020. Even though there is delay in payment of dues on the part of Complainant, but there are corresponding emails and notices sent by the Complainant to the Opposite party to resolved the issue of blocking of Supplementary Card standing in the name of Naveen Shankar. The act of Opposite Party of blocking of the Supplementary Card of the Complainant is resulted into non-renewal of the said Supplementary Card and failure of the online sale. The Complainant have not produced on record the statement of loss caused to her. The complainant has produced the electronic map to show the yearly transactions of the complainant, but on the basis of electronic map the loss cannot be ascertained. The prayer of the Complainant to restore the primary and supplementary cards, on the same terms and conditions is unrealistic and unjustified, because both parties has not produced on record any document to show the validity period of the primary and supplementary cards. Hence, on the basis of facts and circumstances of present case, the Complainant has claimed the compensation for mental harassment caused to her. Which are permissible as per final order. Hence this Commission answered the Point No.5 in the affirmative.

As to Point No. 6 :-

(14) Since this Commission answered point no. 1 to 5 in the affirmative, therefore the Commission is inclined to grant the prayers and the reliefs to the complainant as per final order. The Commission is of the opinion that the present Complainant deserves to be allowed in terms of compensation as the complainant has proved the deficiency of

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services on the part of the Opposite Party. Hence, this Commission is inclined to grant compensation of Rs.1,00,000/- to be paid by the opposite party to the complainant on account of deficiency in service rendered by the opposite party and Rs.10,000/- towards litigation charges. Therefore, the point No.6 is answered affirmative as final order.

Final order

1. Consumer Complaint No.116/2022 is partly allowed.
2. It is hereby declared that the Opposite Party have provided deficient services to the Complainant.
3. It is hereby directed to the Opposite Party to payan amount of Rs.1,00,000/- (Rs.One Lakh only) to the complainant as compensation against deficient services provided by the opposite party.
4. It is hereby directed to the opposite party to pay an amount of Rs.10,000/- (Rs.Ten Thousand only) as litigation charges to the Complainant.
5. The Opponent shall comply the directions within 45 days from receipt of copy of the order.
6. Other prayers of the Complainant are rejected.
7. Copy of order send to both parties free of cost.
8. The member set be return to the parties.

Place : Navi Mumbai
Date : 07/01/2025.

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(SMT. A. A. SHRESHTHA)
MEMBER

[Signature]
07/01/2025
(MR. Y. D. KAPSE)
MEMBER

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07/01/2025
(MR.T. P. MENKUDALE)
PRESIDENT

DISTRICT CONSUMER DISPUTE REDRESSAL COMMISSION, THANE ADDITIONAL.

FIRST COPY FREE

CERTIFY COPY

[Signature]
For Registrar
District Consumer Disputes Redressal
Commission Thane Additional
Wankar Bhavan Navi Mumbai