

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION
CHANDIGARH DISTRICT COMMISSION
CONSUMER COMPLAINT NO. DC/AB1/44/CC/139/2021**

Sanjay Singla

PRESENT ADDRESS - S/o Sh. Parshotam Dass Singla, r/o H.No. 1155, Sector 18-C,
Chandigarh.CHANDIGARH,CHANDIGARH.

.....Complainant(s)

Versus

SBI Cards & Payment Services Pvt. Ltd.

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

.....Opposite Party(s)

BEFORE:

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

FOR THE COMPLAINANT:

FOR THE OPPOSITE PARTY:

DATED: 06/01/2026

ORDER

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

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Consumer Complaint No	:	139 of 2021
Date of Institution	:	26.02.2021
Date of Decision	:	06.01.2026

Sanjay Singla son of Sh.Parshotam Dass Singla, aged about 55 years, r/o

House No.1155, Sector 18-C, Chandigarh.

... .. 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, Counsel for Complainant.

Sh.Kartik, Advocate Proxy for Sh.Sandeep Suri, Counsel for OP.

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

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1] The complainant has filed the present complaint pleading that the OP issued credit card to him and account number of the credit card is 4317575032128820. In the year 2007, the complainant purchased some articles through the said credit card. The complainant has to make the payment within 45 days from the date of purchase but due to some problem he could not pay the amount. The agent of the OP approached the complainant for recovery of the amount. The complainant paid a sum of

Rs.18,000/- to the OP being full and final settlement amount vide receipt No.6771318 dated 28.01.2007. Copy of payment receipt has been annexed with the complaint as Annexure C-1. As the complainant paid full and final amount to the OP, the OP issued No Dues on the said receipt to the complainant.

It is pleaded that despite the clearance of the credit card amount, the complainant continuously receiving the call from October 2020 from the OP that a sum of Rs.11,652/- is due against the complainant and directed to deposit the same. The complainant checked the CIBIL record and found that there is payment default on his part. The complainant visited the office of OP and shown the receipt dated 28.01.2007 and requested to issue No Dues Certificate and to get his name removed from the defaulter list of CIBIL. After going through the record, the OP admitted its mistake and assured the complainant that they will issue No Dues Certificate and also send the information to the CIBIL for removal of the name of complainant from defaulter list. It is pleaded that the OP linger on the matter under one pretext or another but failed to issue No Dues Certificate and to remove the name of complainant from defaulter list in CIBIL record. 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 issue NOC with regard to the account number of the credit card; compensation for harassment and cost of litigation expenses.

2] OP in its written version has stated that the loan account was sold to

the Kotak Mahindra Bank. The account was sold/transferred in the year 2016 under the securitization process. The said bank has not been made a party to the present complaint. It is stated that as the amount was very small, the OP as a special case for the purpose of settling the matter has obtained the NOC from the said bank. The same has been done without admitting any default and only for settling the matter. No demand was raised by the OP after 2016. Denying any deficiency in service or unfair trade practice as well as all other allegations, the OP has prayed for dismissal of the complaint.

3] Complainant did not file replication to the written version of OP.

4] Parties led evidence in support of their contention.

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

6] It is evident from the document (No Dues Certificate dated 02.09.2021) annexed by the OP itself with its written version that Kotak Mahindra Bank has already issued a No Dues Certificate in respect of Account/Card No.0004317575037463446 of the complainant confirming that they have received the full and final payment of the amounts payable by the complainant, making it clear that the complainant has already cleared all the payment outstanding against him to the OP. It is also evident from the said No Dues Certificate that vide Assignment Agreement executed on 09.12.2016, the loan/credit facility from SBI Cards and Payment Services Private Limited has been sold, transferred and assigned in favour of Kotak

Mahindra Bank.

7] The complainant had paid full and final amount to the OP on 28.01.2007 against the credit card but the OP, instead of giving him a clearance certificate qua the account/card in question, put his name on the defaulter's list. Not only that, the complainant's account was also transferred in the year 2016 to Kotak Mahindra Bank, which was not required as the payment qua the account/card was already made by the complainant to the OP on 28.01.2007. Hence, the said act of OP in putting the name of the complainant in the defaulters list in the CIBIL record and sold/transferred his account to Kotak Mahindra Bank in the year 2016, despite receiving full and final payment on 28.01.2007, and thereby forcing the complainant to indulge in avoidable correspondence must have caused harassment to him and the same certainly amounts to deficiency in service and unfair trade practice on the part of OP.

8] In view of the above discussion, the present consumer complaint succeeds, the same is accordingly partly allowed and the OP is directed as under:-

- i) to immediately take the required steps and get the complainant's name removed from the defaulters list of CIBIL, if not already done, qua the account in question.
- ii) to pay Rs.20,000/- to the complainant for causing him 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.

9] 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

06.01.2026

Sd/-

(AMRINDER SINGH SIDHU)

PRESIDENT

Sd/-

(B.M.SHARMA)

MEMBER

as

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AMRINDER SINGH SIDHU
PRESIDENT

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BRIJ MOHAN SHARMA
MEMBER