

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION  
CHANDIGARH DISTRICT COMMISSION  
CONSUMER COMPLAINT NO. DC/AB1/44/CC/18/2021**

Dilbar Singh

PRESENT ADDRESS - son of Late Sardar Mohinder Singh aged about 61 Years resident of HHouse No. 2187/1, Sector 40-C, ChandigarhCHANDIGARH,CHANDIGARH.

.....Complainant(s)

Versus

State Bank of India

PRESENT ADDRESS - RACPC, SCO 99-102, Sector 8-C, Cahndigarh-160009 through its Chief ManagerCHANDIGARH,CHANDIGARH.

State Bank of India

PRESENT ADDRESS - SCO No. 221, Sector 37-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: 13/02/2026**

**ORDER**

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-II**

**U.T. CHANDIGARH**

Consumer Complaint No.	:	CC/18/2021
Date of Institution	:	05/01/2021
Date of Decision	:	13/02/2026



Accordingly, OP-2 sanctioned home loan of 5,00,000/- in scheme of Happy Home in favour of complainant having tenure of 15 years. As per loan sanction letter dated 18.8.2009, OP informed that it would charge floating rate of interest and provided installment chart to the complainant intimating that he would pay EMI as per the same to the OP. From June 2009, OP continuously presented the EMI through ECS mode without any default. In the year 2019, after paying installments for about 10 years, complainant approached OP-2 and was shocked to know that an amount of 4,57,325/- was due. From the statement of account, complainant came to know that instead of agreed rate of interest OP illegally charged interest @ 13.50 p.a. from him. Accordingly, complainant submitted letter dated 22.4.2019 and reminder dated 8.5.2019 to OP-1 and explained the factum of charging of higher rate. However, when OPs failed to redress grievance of the complainant, he submitted complaint with the RBI Banking Ombudsman and vide order dated 21.5.2019 OPs were directed to apply base rate w.e.f. 1.7.2010 and MCLR w.e.f. 1.4.2016 without any charges back to re-calculation on outstanding amount. In compliance with the order, OPs provided statement of account to the complainant as per which 59,155/- was outstanding against the complainant on 27.6.2019 and OPs credited 96,922/- in the account of the complainant. Thereafter, complainant visited OP-2 and he was told that 2,01,728/- was due against him and he paid the same through cheque and OPs issued No Due Certificate dated 11.7.2019 (Annexure C-8). On 16.7.2019 when the complainant visited OP-2 he was

provided a statement of account for the period 1.4.2019 to 16.7.2019 as per which 1,98,026/- was due against him as per higher rate of interest and as per correct interest application dated 29.5.2019 a sum of 59,155.46 was due against him. Thus, as per statement of account w.e.f.1.4.2019 to 16.7.2019, OPs illegally charged a sum of 1,98,026/- whereas as per interest application a sum of 59,155.46 was due and there was difference of 1,38,871/- and instead of crediting the said amount OPs only credited the amount of 96,922/-. The complainant again submitted a complaint dated 24.7.2019 before the Banking Ombudsman and vide order dated 4.2.2020 the bank was directed to apply base rate as and when tenure of fixed rate is cover. However, despite requests of complainant, OPs failed to resolve the issue or to refund the excess amount. Alleging that the aforesaid acts amount to deficiency in service and unfair trade practice on the part of OPs, complainant has filed the instant consumer complaint seeking refund of the amount of 41,949/- alongwith interest, compensation and litigation expenses.

2. In their written version OPs averred that they rightly applied rate of interest as per norms. It is admitted that the Banking Ombudsman passed order dated 21.5.2019. However, it is stated that the complainant has filed the instant consumer complaint on the basis of wrong account statement as there is miscalculation in the same due to repetition of some credit entries on 30.4.2011, 30.11.2011, 30.9.2012 and 31.1.2014. The said account statement was prepared manually due to which above calculation

error occurred inadvertently. However, OPs bank corrected the account statement and refunded the difference of interest amount of 96,922/- to the complainant according to the Banking Ombudsman's order and as per corrected statement of account (Annexure OP-1) and nothing was left due to the complainant and he deliberately concealed about the corrected and final account statement in the instant consumer complaint. Remaining allegations have been denied being false. Pleading that there is no deficiency in service or unfair trade practice on their part, OPs prayed for dismissal of the consumer complaint.

3. In replication, complainant controverted the stand of the OPs and reiterated his own.

4. Parties led evidence in support of their case.

5. We have heard the learned counsels for the parties and have gone through the documents on record, including written arguments.

6. Admittedly, home loan was sanctioned to the complainant by the OPs on floating rate of interest and the Banking Ombudsman, vide order dated 21.05.2019 (Annexure C-6) had directed OPs to recalculate the loan account by applying base rate and MCLR from the specified dates. Admittedly, OPs had issued an account statement (Annexure C-7) as per which they credited an amount of 96,922/- to the complainant's account and showed outstanding of 59,155.46 as on 27.6.2019.

7. In this regard, the case of the complainant is that despite the

fact that as on 27.6.2019 only an amount of 59,155/- was outstanding as per the account statement (Annexure C-7), he was illegally and arbitrarily made to pay 2,01,728/- by the OPs for the closure of the said loan account on 11.7.2019, as is also evident from the certificate (Annexure C-8) and statement of account (Annexure C-9) wherein 1,98,028/- was shown as balance as on 27.6.2019, which amounts to deficiency in service and unfair trade practice on their part.

8. On the other hand, defence of the OPs is that the account statement (Annexure C-7) was not correct, as there was some miscalculation in the same, and once the OPs issued the corrected account statement (Annexure OP-1) and refunded the difference amount of 96,922/-, there is no deficiency in service or unfair trade practice on their part.

9. After considering the rival contentions of the parties to the complaint, it is observed that on 11.7.2019, an amount of 2,01,728/- was due towards the complainant as per OPs whereas an amount of 59,155/- was due on 27.6.2019 as per pleadings of the complainant which further became due amount of 62,857/- on 11.7.2019 i.e. the date of closure of the loan account. Admittedly, on 11.7.2019 complainant paid an amount of 2,01,728/- to the OPs vide cheque and OPs issued the No Due Certificate dated 11.7.2019 to the complainant. However, as per complainant's own document Annexure C-7 at page No.29, OPs credited an amount of 96,922/- against 1,38,871/- to the complainant on 26.6.2019. Hence, OPs have charged excess amount of 41,949/- ( 2,01,728/- which was paid by the

complainant on 11.7.2019 minus 62,857/- which was due towards the complainant on 11.7.2019 plus 96,922/- which was credited by the OPs to the complainant on 26.6.2019). Therefore, as per above observation based upon calculation, it is clear that the OPs have charged an excess amount of 41,949/- which not only amounts to deficiency in service but also unfair trade practice adopted by the OPs, hence they are liable to refund amount of 41,949/- to the complainant alongwith interest and compensation.

10. In view of the above discussion, the present consumer complaint succeeds, the same is accordingly partly allowed and the OPs are directed as under :-

- (i) to refund the excess amount of 41,949/- to the complainant alongwith interest @9% per annum w.e.f. 11.7.2019 till the date of its actual realization.
- (ii) to also pay 10,000/- to the complainant as compensation for the harassment caused as well as litigation expenses.

11. This order be complied with by the OPs within 60 days from the date of receipt of its certified copy.

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

13. Certified copy of this order be sent to the parties, as per rules. After compliance file be consigned to record room.

13/02/2026

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[AMRINDER SINGH SIDHU]

**PRESIDENT**

[B.M. SHARMA]

**MEMBER**

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**AMRINDER SINGH SIDHU**  
**PRESIDENT**

.....  
**BRIJ MOHAN SHARMA**  
**MEMBER**

HARISH GIRI/VM/Court-2/A