

**BEFORE THE KARNATAKA STATE CONSUMER DISPUTES  
REDRESSAL COMMISSION, BENGALURU  
(ADDITIONAL BENCH)**

**DATED THIS THE 12<sup>th</sup> DAY OF FEBRUARY, 2026**

**CORAM: HON'BLE SRI.RAVI SHANKAR - JUDICIAL MEMBER**

**and**

**HON'BLE SMT. SUNITA CHANNABASAPPA BAGEWADI - LADY MEMBER**

**SC/29/A/716/2024**

**BETWEEN**

VV Venkatesh Babu,  
Proprietor,  
Vasavamba Super Bazaar,  
No.97D, Devaraj Urs Road,  
Mysuru - 570 001.

**...Appellant**

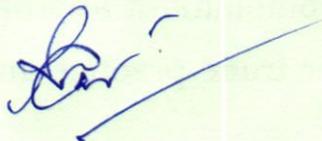
**(Rep. by Mr.Anudeep L Jain, Advocate)**

**AND**

1. M/s.Standard Chartered Bank,  
Having Regd. Office at  
2<sup>nd</sup> and 3<sup>rd</sup> Floor,  
Raheja Towers,  
East Wing, M G Road,  
Bengaluru - 560 001,  
Rep. by its Manager.
2. M/s.Shaha Finlease Pvt., Ltd.,  
3<sup>rd</sup> Floor, Vistor House,  
(Near BMC School),  
12/C, NM Joshi Marg,  
Lower Parel,  
Mumbai - 400 013.  
Rep. by its Manager.

**...Respondents**

**(Respondent Nos.1 & 2 Exparte)**



**ORDER****BY HON'BLE SRI RAVI SHANKAR, JUDICIAL MEMBER**

The Appellant/Complainant preferred this Appeal against the Order dated 17.02.2024 passed by the Bangalore I Additional District Consumer Disputes Redressal Commission, Bangalore in consumer complaint No.74/2023.

2. Heard from Appellant. Respondent No.1 & 2 not appeared inspite of service of notice hence placed exparte. The learned counsel for Appellant submits that they have made a payment of Rs.15,500/- way back in the year 2010 i.e. on 27.08.2010 and informed them to close the credit card. Accordingly, conformation was also received on 27.08.2010 with respect to the closure of the credit card. Thereafter wards, the Respondents Bank had issued a demand notice for an amount of Rs.33,83,173.12 and continuously intimated through telephone, messages for payment of the said amount and so many harassment was received by the complainant. Though there is a closure of the credit card transaction and after entire closure they have demanded the said amount. In this regard, again they corresponded stating that the credit card was closed way back in the year 2010. Whereas Respondent bank had issued a legal notice through mail dated 25.12.2020 and 15.06.2022 for payment. In this regard, this complainant had wrote a letter and also sent a legal notice dated 18.06.2022. In spite of that they have given such harassment for payment of above said amount.

3. Aggrieved by the same, the complainant approached the District Commission alleging unfair trade practice and sought



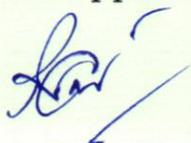
for a compensation of Rs.20,00,000/- along with Rs.10,00,000/- for deficiency of service/unfair trade practice and Rs.50,000/- litigation expenses. The Respondents inspite of service of notice remained absent and not contested the matter. The District Commission after considering the entire document and affidavit evidence submitted has meagerly awarded a compensation of Rs.1,00,000/- for deficiency of service/unfair trade practice along with interest @ 10% p.a. from the date of order till payment. Further, directed to pay cost of litigation expenses as Rs.3,000/-. The said award was not satisfied. In this regard, the learned counsel for Appellant had cited the decision reported in **SLP (C) No.695/2020 dated 13.02.2023 of Hon'ble Supreme Court of India in M/s.Canara Bank & Ors., vs. S.Reghukumar & Anr., has awarded Rs.5,00,000/- for keeping an Advocate to contest the matter inspite of intimation was given for closure for a long term and not discharging their obligation and sought for enhancement of the compensation.** Further, provided another decision **2023 SCC Online NCDRC 216 of Hon'ble National Consumer Disputes Redressal Commission in CC No.507/2016 dated 12.07.2023 in the matter between Anil Milkhiram Goyel and Another vs. Hongkong and Shanghal Banking Corporation Limited at para No.20** wherein it has held that:

"20. For the reasons stated hereinabove, and after giving a thoughtful consideration to the entire facts and circumstances of the case, various pleas raised by the learned counsel for the Parties, the Consumer Complaint is allowed/disposed off with the following directions/reliefs:



- (i) OP shall, forthwith, within one week of this order, de-freeze the said joint Saving Bank Account No.019-546928-006 of the complainants and allow all normal operations in the said account.
- (ii) OP shall not demand any further amount towards settling/closing the name of complainant No.1 and account No.019-488923-872 in the name of complainant No.2 and do appropriate changes in its records to show these accounts as settled/closed, issue the requisite 'No Dues Certificate' and reflect the CIBIL of complainants appropriately as per guidelines, treating the two loans having been settled/closed with no outstanding remaining to be paid.
- (iii) OP shall pay a compensation of Rs.15.00 lakhs (Rupees fifteen lakhs only) to complainants for the mental agony, harassment and adverse impact on reputation of complainants on account of dishonour of cheques despite the account having sufficient balance on account of acts of negligence and deficiency in service on the part of the OP.
- (iv) OP shall also pay litigation cost of Rs.1 lakh to the complainants
- (v) All payments under this Order to be paid within 30 days, failing which, these shall carry a simple interest of 9% p.a. till the date of actual payment."

And submits that the Hon'ble National Commission has awarded compensation of Rs.15,00,000/- for complainant towards mental agony, harassment and adverse impact on reputation of the complainants on account of dishonour of cheques despite the account having sufficient balance on account of acts of negligence and deficiency in service on the part of the Opposite Party.



4. Further, furnished latest guidelines given by the **RBI dated 21.04.2022 wherein the para 8** it is stated as hereunder:

**“8.Closure of Credit Card**

(a) “Any request for closure of a credit card shall be honoured within seven working days by the credit card-issuer, subject to payment of all dues by the cardholder. Subsequent to the closure of credit card, the cardholder shall be immediately notified about the closure through email, SMS, etc. Cardholders shall be provided option to submit request for closure of credit card account through multiple channels such as helpline, dedicated e-mail-id, Interactive Voice Response(IVR), prominently visible link on the website, internet banking, mobile-app or any other mode. The card-issuer shall not insist on sending a closure request through post or any other means which may result in the delay of receipt of the request. Failure on the part of the card-issuers to complete the process of closure within seven working days shall result in a penalty of Rs.500/- per calendar day of delay payable to the cardholder, till the closure of the account provided there is no outstanding in the account”.

In the above said para 8 directs the bank for payment of penalty of Rs.500/- per day for non closure of the credit card even intimation was given way long back. Considering all these, the learned counsel for Appellant prays for enhancement of the compensation awarded.

5. Perused the certified copy of the order passed by the District Commission and appeal memo and citations cited with the guidelines of the RBI, we are of the opinion that there is a clear unfair trade practice on the part of the Respondent Bank for demanding an exorbitant amount of Rs.33,83,173/-



without any transactions. We noted, the complainant intimated the Respondent bank on 27.08.2010 after making a payment of Rs.15,500/- for closure of the credit card. In that regard, the Respondent Bank also issued endorsement for closure of the credit card. Even after that this Respondent bank demanded for payment of the above said amount. No proper explanation provided either before District Commission or before this Commission why the closure was not made when they have made a representation on 27.08.2010 itself. The demand notice made in the year 2018 that too after lapse of 7 years they demanded for the said amount without any basis. It is a clear case of unfair trade practice definitely the complainant suffered an adverse effect due to CIBIL count for 10 years and further the learned counsel for Appellant says that due to CIBIL count the loans were rejected. The complainant also suffered some mental agony due to the harassment made by the Respondent bank for demanding the said amount. We noticed there are number of emails were issued for payment of the said amount by the Respondent bank. Anyhow, after considering the said unfair trade practice, the District Commission meagerly awarded Rs.1,00,000/-. Upon considering the citations furnished by the learned counsel for Appellant we are of the opinion that the award passed by the District Commission is not sufficient. The complainant definitely suffered mental agony and adverse effect due to the demand made by the Respondent bank. Hence, we are inclined to enhance the compensation to the tune of Rs.5,00,000/- for unfair trade practice and the complainant engaged an Advocate to resolve his dispute



before District Commission and also filed an Appeal before this Commission. Hence, it is appropriate to award Rs.1,00,000/- as an Advocate fee and Rs.50,000/- for litigation expenses. As such the order passed by the District Commission is hereby modified. Accordingly, we proceed to pass the following:-

### **ORDER**

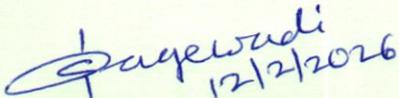
The appeal is disposed off with the modification.

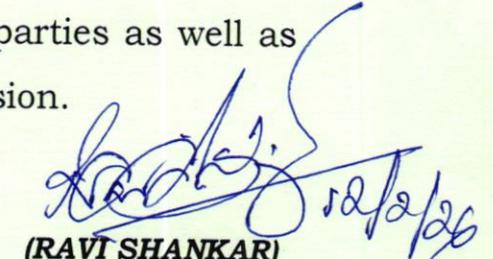
The impugned order dated 17.02.2024 passed by the Bangalore I Additional District Consumer Disputes Redressal Commission, Bangalore in consumer complaint No.74/2023 is hereby modified;

The Respondents/Opposite Parties are directed to pay Rs.5,00,000/- (Rupees Five Lakhs only) towards compensation for unfair trade practice and Rs.1,00,000/- (Rupees One Lakh only) as Advocate fee and Rs.50,000/- (Rupees Fifty Thousand only) towards cost of litigation to the complainant.

The Respondents/Opposite Parties shall comply the above said order within 30 days from the date of this order, failing which the above said amounts shall carry interest at the rate of 9% till realization.

Send a copy of this order to both parties as well as concerned District Consumer Commission.

  
(SUNITA C.BAGEWADI)  
Lady Member

  
(RAVI SHANKAR)  
Judicial Member