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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

\+ W.P.(C) 8961/2018

LAXMIDHAR PRADHAN ..... Petitioner
Through: Mr Navdeep Dev Singh, Advocate.

versus

HDFC BANK LTD. AND ORS ...... Respondents
Through

CORAM:
HON'BLE MR. JUSTICE VIBHU BAKHRU

<u>O R D E R</u>

% **27.08.2018**

1. The petitioner has filed the present petition, *inter alia,* challenging the amount debited by the respondent bank (hereafter 'HDFC'), to the account of the petitioner relating to the use of the credit card issued to the petitioner.

2. The petitioner was issued a credit card by HDFC. It is also admitted that the petitioner had used the said credit card on 31.01.2017 by authorising a payment of ₹1,38,000/- to M/s Clandestine Live Network (hereafter 'the Merchant'). The petitioner states that on receipt of payment of ₹1,38,000/-, the Merchant had created four different IDs with passwords. The cost of each ID was ₹34,500/-. These were sent to the petitioner by email. It is stated that the petitioner was to use the said IDs and passwords to login to the website of the Merchant and click on the advertisements reflected on the web page. The petitioner claims that he was entitled to be paid by the Merchant for carrying out the aforesaid

activity.

3. It subsequently transpired that the Merchant failed to make any payments to the petitioner and has since closed its office. All the emails sent by the petitioner to the Merchant have been returned and the office premises of the Merchant have been found locked. It is stated that several other persons have been cheated by the Merchant in a similar manner. An FIR against the Merchant has also been lodged.

4. It is in the aforesaid context that the petitioner requested HDFC that the payment of ₹1,38,000/- be reversed. Initially, HDFC had temporarily reversed the said charge for undertaking the investigation whether the transaction entered into by the petitioner have been cancelled. After inquiry, HDFC found that the transaction has not been cancelled and once again debited the petitioner with the aforesaid charges. This led the petitioner to approach the Banking Ombudsman.

5. The Banking Ombudsman also considered the petitioner's dispute and found that the payment in question (payment of ₹1,38,000/-) was duly authorised by the petitioner. There is no dispute that the transaction was done on a POS Terminal and duly authenticated by the PIN provided to the petitioner. The petitioner had also confirmed that he had entered into the said transaction.

6. The dispute is, essentially, between the petitioner and the Merchant; according to the petitioner, the Merchant has not fulfilled its obligations in terms of their transaction. It is does appear, from the averments made in the petition, that the petitioner is a victim of a fraud perpetuated by the

Merchant. Clearly, HDFC is not responsible for the transactions entered into between the petitioner and the Merchant. Once it is not disputed that the payment of ₹1,38,000/- was duly authorised by the petitioner, the petitioner cannot dispute its liability to pay the same to the respondent bank. He cannot claim that the said amount not be charged to its account.

7. This Court finds no infirmity with the order dated 09.06.2018 passed by the Banking Ombudsman.

8. The present petition is unmerited and is, accordingly, dismissed. However, it is clarified that this would not preclude the petitioner from approaching the bank for seeking sympathetic view and reversing interest and the other bank charges.

VIBHU BAKHRU, J

AUGUST 27, 2018
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