STATE CONSUMER DISPUTES REDRESSAL COMMISSION UTTARAKHAND
DEHRADUN

Date of Admission: 11.02.2025
Date of Final Hearing: 17.08.2026
Date of Pronouncement: 20.08.2026

SC/5/FA/6/2025

Sh. Utkarsh Panwar aged about 28 years' S/o Sh. Yogendra Panwar
R/o Govindpur, Gularbhoj
Udham Singh Nagar

(Through: Sh. Himanshu Rana, Advocate)
…… Appellant

Versus

1. IDFC First Bank Limited
KRM Tower, 7th Floor, No. 1, Harrington Road
Chetpet, Chennai – 600031
Tamil Nadu through its Manager

2. Flipkart Internet Private Limited
Buildings Alyssa, Begonia & Clover Embassy
Tech Village, Outer Ring Road
Devarabeesanahalli Village, Bengaluru – 560103
Karnataka through its Manager

3. Flipkart Advanz Private Limited
Buildings Alyssa, Begonia & Clover Embassy
Tech Village, Outer Ring Road
Devarabeesanahalli Village, Bengaluru – 560103
Karnataka through its Manager

(Through: None)
…… Respondents

Coram:
Ms. Kumkum Rani, President
Mr. B.S. Manral, Member

ORDER

(Per: Ms. Kumkum Rani, President):

This appeal under Section 41 of the Consumer Protection Act, 2019 has been directed against the impugned judgment and order dated 12.12.2024 passed by learned District Consumer Disputes Redressal

Commission, Udham Singh Nagar (hereinafter to be referred as "The District Commission") in consumer complaint No. 12 of 2023, styled as Sh. Utkarsh Panwar Vs. IDFC First Bank Limited and others, whereby the consumer complaint filed by the appellant / complainant was dismissed.

2. The facts giving rise to the present appeal, in brief, are, as such that Flipkart Pay Later is a digital credit service that lets one buy items immediately and pay for them later. It gives a pre-approved credit limit based on the shopping history. By doing shopping through Flipkart Pay Later, one can make payment of the bill by 5th of next month without any interest. The Flipkart Pay Later is offered by www.flipkart.com under cooperation / partnership with respondent No. 3 – Flipkart Advanz Private Limited and respondent No. 1 – IDFC First Bank Limited. For making payment of the goods / items purchased by the appellant / complainant through flipkart, he was offered the option of FPL Credit Limit, which was availed by the complainant for making payment. The complainant had regularly used Flipkart Pay Later and made timely payment of the bills, for which he had also paid monthly usage fee. On checking his CIBIL score, the complainant noticed that the respondent No. 1 – bank has submitted negative report in regard to the complainant, showing him as a defaulter. In the said report, it has been mentioned that the complainant has not paid the penalty since several months'. On seeing the negative report, the complainant immediately contacted the customer care executive of the service provider – Flipkart and requested for closing his FPL account. The complainant received intimation regarding closure of his FPL account on 08.04.2022. The complainant lodged complaint at Reserve Bank of India Lokpal Portal, whereupon he received an e-mail dated 28.10.2022

from respondent No. 1. Through e-mail dated 18.11.2022 sent by the bank to the complainant, he was offered an amount of Rs. 5,000/- for the inconvenience caused to him, which was refused by the complainant. Inspite of protest by the complainant, his CIBIL score was not corrected. Thus, the consumer complaint was filed by the complainant before the District Commission.

3. The respondent No. 2 / opposite party No. 2 filed written statement before the District Commission and pleaded that it falls within the definition of an "intermediary" under Section 2(1)(w) of the Information Technology Act, 2000 and is protected by the provisions of Section 79 of the Information Technology Act, 2000. The respondent No. 2 only acts as an intermediary through its web interface www.flipkart.com and provides a medium to various sellers all over India to offer for sale and sell their product(s) to the users of the Flipkart Platform. It does not directly or indirectly sell any product on the Flipkart Platform. The Pay Later / EMI plan is offered by a third party financial partner. The product was financed through Pay Later / EMI plan of respondent No. 1 – bank and the whole grievance of the complainant is against the bank. The respondent No. 2 is not involved in the entire transaction, hence not liable to pay any amount to the complainant. There is no privity of contract between the complainant and respondent No. 2. The respondent No. 2 has assisted the complainant on each and every occasion whenever the complainant had approached the respondent No. 2. The respondent No. 2 has not caused any loss / harassment / humiliation to the complainant, hence the consumer complaint is not maintainable against respondent No. 2.

4. The respondent Nos. 1 & 3 / opposite party Nos. 1 & 3 did not submit any written statement before the District Commission.

5. The District Commission, after hearing learned counsel for the appellant / complainant and after taking into consideration the material available on record, dismissed the consumer complaint vide impugned judgment and order dated 12.12.2024. On the date of arguments, none appeared before the District Commission on behalf of respondents / opposite parties. Feeling aggrieved by the impugned judgment and order, the complainant has preferred the instant appeal before this Commission as an appellant.

6. We have heard learned counsel for the appellant and perused the record. Vide order dated 06.03.2026, it was directed that the appeal shall proceed ex-parte against respondents, as inspite of sufficient service, the respondents failed to appear before this Commission.

7. There is nothing on record to show that there was any amount lying outstanding against the appellant / complainant in respect of the purchases made by him through www.flipkart.com or that he had not paid the amount of the bill within the stipulated time. It would not be out of place to mention here that respondent Nos. 1 & 3 / opposite party Nos. 1 & 3 did not appear before the District Commission and did not file any written statement against the consumer complaint filed by the complainant. It is further pertinent to mention here that in the written statement filed by respondent No. 2 / opposite party No. 2 before the District Commission, no such stand was taken that any amount was lying due against the complainant, on account of which, the bank had taken the required action.

8. The record reveals that through e-mail dated 28.10.2022 issued by Yasmin S, for and on behalf of IDFC First Bank Limited to the appellant / complainant, copy whereof is Paper No. 57, the complainant was informed that as per his request, the bank has raised the request to close his loan and update the CIBIL and that the loan will be closed within 5 working days' and the details will be updated on his credit report post closure. The appellant / complainant in his e-mail dated 28.10.2022 sent to IDFC Head Customer Service at head.customerservice@idfcfirstbank.com, copy whereof is Paper No. 58, has clearly mentioned that he has never missed payment / EMI, but due to the bank's action, his credit score has fallen to the lowest. By the said e-mail, the complainant has called for compensation for damages and mental agony. Through e-mail dated 18.11.2022 issued by Yasmin S, for and on behalf of IDFC First Bank Limited to the appellant / complainant, copy whereof is Paper No. 59, the bank has offered an amount of Rs. 5,000/- to the complainant for the inconvenience caused to him, however, the said amount was not accepted by him and through e-mail dated 19.11.2022 sent by the complainant to IDFC Head Customer Service at head.customerservice@idfcfirstbank.com, copy whereof is Paper No. 60, he had prayed for an amount of Rs. 2,50,000/- plus compensation towards mental agony and frustration. Be as it may be, from above, it is clearly established on record that the bank has accepted its mistake / fault and while apologizing for the same, offered an amount of Rs. 5,000/- to the complainant.

9. In the consumer complaint, the complainant has prayed for grant of Rs. 3,75,000/- against the respondents / opposite parties towards deficiency in service, costs etc. It is well settled that compensation should commensurate to the actual loss suffered by the complainant in the matter. Taking into consideration the totality of the facts and circumstances of the case, we are of the considered opinion that the appellant / complainant is entitled to compensation of Rs. 50,000/- from respondent No. 1 / opposite party No. 1 – bank on account of deficiency in service on their part, besides Rs. 10,000/- towards litigation expenses. The bank also need to be directed to update the CIBIL of the appellant / complainant, showing correct credentials. The District Commission was not at all justified in dismissing the consumer complaint per impugned judgment and order, which can not be legally sustained and is liable to be set aside. Consequently, the appeal is fit to be allowed and the consumer complaint is to be allowed in the above terms.

10. Appeal is allowed. Impugned judgment and order dated 12.12.2024 passed by the District Commission is set aside. Consumer complaint No. 12 of 2023 is allowed and respondent No. 1 – bank is directed to update the CIBIL of the appellant / complainant, showing correct credentials. The respondent No. 1 – bank is also directed to pay compensation of Rs. 50,000/- to the appellant / complainant for the deficiency in service committed by it, besides to pay litigation expenses in sum of Rs. 10,000/-.

11. A copy of this Order be provided to all the parties free of cost as mandated by the Consumer Protection Act, 1986 / 2019. The Order be uploaded forthwith on the website of the Commission for the perusal of

the parties. A copy of this Order be sent to the concerned District Commission for record and necessary information.

12. File be consigned to record room along with a copy of this Order.

(**Ms. Kumkum Rani**)
President

(**Mr. B.S. Manral**)
Member

Pronounced on: 20.08.2026