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Protection of Consumers against deficiency in Insurance and Financial Sector

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From a consumer perspective, the nation's new legislation, the new 'Consumer Protection Act, 2019', supplanting the past establishment of 1986. The new Act upgrades the organization and settlement of consumer dilemmas in India. It accommodates severe sanctions, including prison terms for Food adulteration and for misleading advertisements. More importantly, it now prescribes rules for the sale of goods through e-commerce. Yet, the adequacy of this statute is still questionable and not known at this point. This paper focuses more on the exploitation of consumer interests in the insurance and financial sector. There have been many changes in the banking sector like reducing government stakes, liberation and so on that brought about the more noteworthy rivalry. Today the banking and financial sector has moved from class to mass and this has brought about various issues. Be that as it may, more consideration additionally should be given to consumer protection in regard to the banking and financial sector. The study is descriptive in nature. In the course of conducting this research, the author has relied mainly on secondary sources such as Books, Case Analysis, Statutes, Articles, and Journals.

Keywords: *bfsi sector, banking ombudsman, deficiency in service.*

INTRODUCTION

With the evolution of time, an expanding number of imperfect and dangerous goods and services are being marketed and advertised to make a fast buck. A product may become dangerous on the grounds that it was manufactured without due respect to the consumer's safety and security. Some of the time even in the wake of taking due care, the product may be dangerous for reasons other than the producer's carelessness, for example, when it has a blemished constituent. Then again, numerous customers might see the danger of purchasing or utilizing a service to be higher than for buyers purchasing physical goods. Due to the hereticalness and subjectivity associated with settling on the purchasing choice, customers can't depend as intensely on get-together data as is the situation for actual and physical products. Consumers may likewise see the danger of purchasing a help more prominent, on the grounds that services are not normalized and the result can be diverse each time the service is availed. What's more, at the opposite end, a product or a service turns out to be risky to the consumer coterie.

Consumer Protection Act[1] gives consumers the right to keep away from extortion, or particularly unreasonable trade practices. These rights guarantee that consumers can settle on better decisions in the commercial fete and find support with this said act. The contemporary period is set apart as the era of customers. No nation can purposely or unwittingly dismiss its interest in them. This can be contended based on the enactment of consumer protection laws in practically all parts of the world. The exploitation of consumers can be seen in every commercial arena, whereby plenty of consumers are left with nothing apart from the realisation that they have been duped. It is no surprise that this kind of hoodwinking practice happens in Banking, financial services, and insurance sectors, collectively known as the BFSI sector.

The relevance of consumer protection is rapidly expanding in the Indian financial sector. The nation has encountered various scenes in the financial market where the customers are beguiled due to the mistake of bank's functional cutoff points provoking the financial

[1] Consumer Protection Act 2019

instability among the hapless consumers of their products and services. A recent example is the customers of Punjab and Maharashtra Co-operative bank have been put to chaos indirectly by the Reserve Bank of India (**"RBI"**) by imposing regulatory restrictions and withdrawal restrictions upon the said bank under Section 35(A) of Banking Regulation Act, 1949.[2] It makes no difference in the insurance sector too.

BFSI SECTOR - AN OVERVIEW

The banking, Financial Services, and Insurance sector is commonly known as the BFSI Sector, represents a major chunk of the multi-billion-dollar Indian economy containing all Banking, Insurance, and Non-Banking Financial Institutions. Also, this industry largely refers to financial service firms such as Broking, and Asset Management[3]. India, as a business terminus, encourages every one of the up-sides for the BFSI area to thrive at an obvious speed. Associated variables of government strategy, dynamic public/private inclusion, vigorous administrative measures, and innovative advancement have prodded the BFSI area to enroll solid numbers lately. Banking is one of the column parts of the BFSI businesses. The Banking, Financial Services and Insurance (BFSI) are developing at a fast speed on the back of far-reaching technical take-up. Today, a significant piece of banking is helped out through computerized techniques, and people infrequently set foot inside a physical bank building. To stay aware of the powerful and dynamic business growth, also to address the issues of progressed customers, banks are getting rid of their heritage frameworks and moving up to a considerably more refined setup. This industry has gone through many changes till today. From manual record-keeping to electronic activities, from cash counters to ATM machines, the bank framework has changed from various perspectives.[4] Because of changing innovation, the functioning arrangement of banks is likewise evolving. They are becoming higher-tech, however with this advancement bank's clients are additionally turning out to be more mindful of their privileges.

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[2] Banking Regulation Act 1949, s 35(A)

[3] T R Bishnoi & S Devi, 'Indian banking Structure: An overview' (*Springer Link*, 2017) <https://doi.org/10.1007/978-3-319-55663-5_1> accessed 20 July 2021

[4] *Ibid*

BANKING SECTOR SCENARIO

Banks assume an indispensable portion in financially improving a country. for the past three decades, surprisingly India's banking framework had a few remarkable accomplishments. Now banks are not just confined to the metropolitan cities alone, however, they have reached even to the far-off corners of our nation. Today, the banking sector is one of the colossus industries in India. In spite of making huge enhancements in the sector identifying with monetary suitability, productivity, and intensity, there are worries that the banking industry has not had the option to incorporate an immense portion of the population, particularly the below poverty line segments of the society into the fold of basic banking services. Also, the gap between promise and performance, massive non-performing assets (NPA) makes this sector susceptible. On the other hand, ironically, the Indian government is on board to become a $5 trillion economy by 2025. For reaching this pristine shore, we need new players and enkindling competition in the banking sector.

However, as banks are into providing services, individuals utilize these services as their customers. Banks offer vast types of assistance to an enormous number of consumers, so there are in every case a few clashes among banks and their consumers. These clashes are regarding the services provided by the bank. When there is a struggle between customers and service providers, the Consumer Protection Act deals with these contentions to back the destitute consumers. This act provides for easy and fast redressal of the complaints of the customers. For fast redressal of the complaint's RBI is running an Ombudsman scheme under its governance.[5]

BANK'S RESPONSIBILITY

Banks not just need to make adequate divulgences on all parts of their working and operations yet they additionally need to assume a proactive part in advising the customers on their products and services offered, the operational methods, hazards/perils included, safeguards, and redressal options. Banks need to keep up straightforwardness in estimating,

[5] *Ibid*

administration charges, expenses, and penalties. Each bank needs to guarantee the below said guidelines to align a protected climate for the customers: -

1. Restricting the obligation of customers in unapproved electronic financial transactions.
2. Implementing moral conduct by financial service providers under the administrative domain of the RBI.
3. Highlighting on " Consumer Education" - Advertisement crusade on invented offers/reserve moves, coordination with the digital wrongdoing office, and so on
4. Spreading knowledge about Banking Ombudsman in provincial and semi-metropolitan areas.
5. Improving the inward complaints changes the component of banks for viability and convenient reaction.
6. Sharpening ground zero staff of banks on the significance of client support.
7. Achieving consistent fundamental improvement by underlying driver investigation of complaints.
8. To ensure that the BO Scheme goes hand in hand with the changes in the economy.
9. Directing topical reviews and studies on explicit areas.
10. Observing application of the Charter of Customer Rights.

WHO IS A BANKING OMBUDSMAN?

As far as the Banking forum is concerned, the highest authority is constituted by the Reserve Bank of India which can take responsibility for customers' complaints with any of the banking institutions known as the Banking Ombudsman. The Banking ombudsman scheme, hereinafter referred to as BO, empowers a speedy and cheap redressal to bank clients for their complaints pertaining to the services offered by the banks and other financial institutions. The BO scheme is introduced under section 35A of the banking regulation act, 1949 by RBI with effect from 1995. The BO is considered as the Godfather who can take customers through all their problems. The vision behind forming this forum and appointing the BO with pari passu ranking to the deputy Governor of RBI. This mechanism was formed to provide an inexpensive, transparent and credible way of ensuring fair treatment of the common person utilizing Banking schemes. An aggrieved person need not pay any amount as processing fees, consultation fees, clerkage for approaching the BO.

CONSUMER PROTECTION ACT- PERTINENCE IN BANKING INDUSTRY

Though not explicitly stated anywhere, the philosophy of consumer justice is pervaded and echoed through the Preamble, Fundamental Rights, and Directive Principles of State Policy of the Indian Constitution[6]. The preamble talks about social, economic, and political justice. It should be noted here that justice is the genus of which consumer justice is one of its species.[7] Consumer justice is an aspect of and integral to justice- social and economic, which the state is indebted to vouchsafe to its citizens. The expression "consumer" is an exhaustive terminology. It includes a person who buys any goods or commodity for consideration either as eatable or otherwise from a cooperative store or grocer or approved ration shop for private or public services.) Under section 2(7) (ii) of the Consumer protection act, 2019 "consumer" means any person who[8]—

(ii) hires or avails of any service for a consideration which has been paid or promised or partly paid and partly promised, or under any system of deferred payment and includes any beneficiary of such service other than the person who hires or avails of the services for consideration paid or promised, or partly paid and partly promised, or under any system of deferred payment, when such services are availed of with the approval of the first-mentioned person, but does not include a person who avails of such service for any commercial purpose.

[6] J N Pandey & S S Srivastava, *Constitutional law of India* (Central Law Agency 2015)
[7] *All India Statutory Corporation v United Labours Union* AIR 1997 SC 645
[8] Consumer Protection Act 2019, s 2(7)(ii)

So, a bank's client who has availed any facility with the bank or a person who avails the services of bank draft, locker facility, ATM card facility, OTC payment options, Net Banking are all coined as 'consumer' and can escalate grievances under the act for 'deficiency in service' on the part of the bank or for "restrictive trade practice" or "unfair trade practice" adopted by the bank. U/s 2 (42)[9] "service" as defined in the Act includes the provision of facilities in connection with banking. On different junctures of disputes between the banks and consumers, the Dispute redressal agencies and various courts including the Hon'ble SC had adjudicated upon these disputes of consumers relating to defaults in products and deficiency in service.

In a landmark case of Punjab and Sind Bank v Manpreet Singh[10], it was held by the Punjab State Consumer Commission that the holder of a savings bank account is a consumer under the Act. Regardless of whether the bank doesn't charge any money for providing a cheque facility to the holder of the account, it cannot be contended that the same was given without consideration. It is the common practice of the banks to provide a cheque book to the holder for putting funds and to withdraw funds. It was seen that the distinction in the arrival and acquiring rates is the thought for delivering administration by the bank.

Again, in the case of Vimal Chandra Grover v Bank of India[11], it was held by the apex court that provisions for overdraft facility in a bank are perceptibly a part of the banking culture, and one who avails it will be considered as a consumer. Also, the same will fall under the meaning of service as provided in section 2(42) of the act. It has been a trend that banks try to evade their fundamental obligation as a service provider by claiming that most of their business activities won't come under the realm of the Consumer protection act. But, from a series of judgments the Courts have stood with the wretched consumers to protect their interests. Below is a brief compilation of cases with respect to the services provided by the bank.

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[9] Consumer Protection Act 2019, s 2(42)
[10] *Punjab and Sind Bank v Manpreet Singh* 1994 (3) CPJ 532
[11] *Vimal Chandra Grover v Bank of India* AIR 2000 SC 2181

Delay in repaying deposits- Retaining of the amount due on a fixed deposit after its maturity, adds up to deficiency in service. Postponed payment of term deposits on maturity additionally amounts to deficiency in service. The principle applies to cases of inordinate delay in payment of proceeds of premature encashment of deposits as well. Laxmi Vilas Bani Ltd & Another V P.R. Krishnan & Another,[12] it was held that a default in repaying a regulated deposit by the bank amounts to gross violation of consumer interest.

Loans and advances: - In short, we can say that, when it comes to deficiency of services with regards to loans and advances made by the banks and financial institutions, the following grounds can be invoked to initiate actions against these institutions:-

I. If the banks transgress the Reserve Bank's Directives on interest rates;

II. delays in sanction, disbursement, or non-observance of a prescribed payment schedule. for granting of credit applications;

III. denying or non-acceptance of application for loans without furnishing valid reasons to the applicant; and

IV. non-adherence to the arrangements of the reasonable practices code for loan availers as embraced by the bank or Code of Bank's Commitment to Customers,

Non granting of loans and charging high interest - The banks are vested with the right to refuse or grant the loan, if there is a discrepancy or a non-fulfillment in the financial discipline of the borrower. But this right should be exercised in good faith. However, wilfully causing undue delay in discharging the installments of the approved loan will be held as a deficiency in service. As prescribed by the apex bank, charging interest at a rate higher than specified in the credit arrangement would likewise add up to deficiency in service.

[12] *Laxmi Vilas Bani Ltd & Anr v P R Krishnan & Anr* First Appeal Nos 614/1992 & 16/1993

Locker facility - Generally, banks have an undisputed liability to compensate the consumer for the loss of articles kept in the storage with the bank.

Bank Guarantee - The failure of a bank to provide a bank guarantee is a deficiency in service. Be that as it may, in situations where interest was made not in agreement with the states of the assurance and consequently, the assurance was not respected, it would not add up to deficiency in service.

Vicarious Liability - A bank is limited by the demonstration of the carelessness of its staff during the course of work. Along these lines, where the bank clerk neglects to represent the cash saved with him at the counter, the bank would be held responsible.

Rude behaviour - A bank might be expected to take responsibility for deficiency in service owing to discourteous conduct of its authorities and be requested to pay for the psychological distress and uneasiness caused to the customers.

Strike - As held in the case of Consumer Unity & Trust Society v The Chairman & Managing Director, Bank of Baroda, Calcutta & Another,[13] A bank may not be liable to pay compensation for suspension of business due to illegal strike by the employees and when no loss is caused due to the negligence of the bank. However, in a case when the strike by award staff was not such as to impede work and when the officers and other employees were willing to work and still the salary accounts were not credited, it was held that the bank was liable for deficiency in service.

Compliance of RBI directions - Section 35A of the Banking Regulation Act 1949 deals with the issuance of directions to the banking companies as and when required. It has been held by the Consumer Forum that there is no mandate on the banks to make payment to a depositor in spite of directions provided by the Apex Bank or to flout the made under.

[13] *Consumer Unity & Trust Society v The Chairman & Managing Director, Bank of Baroda, Calcutta & Anr* 1995 (2) SCC 150

Cheques: Cheque Collected but not Credited- In **Sovintorg (India) Ltd. v SBI,**[14] Here, the complainant is a company, and a cheque amounting to Rs. 1 lakh was remitted with the respondent bank for collection, and the same was not credited in the account of the complainant. despite issuing frequent notices to the bank, they failed to credit the cheque amount to the complainant's account. Hence it approached the State Commission with the claim of recovery along with the interest. The Commission held that the complaint qualifies to be a consumer under the ambit of the Consumer Protection Act.

Genuine Cheque Dishonoured - In Pratibha Bulla v State Bank of India,[15] in spite of sufficient funds in the account, a genuine cheque of the complainant got dishonored. Forged cheques were cleared. The District Forum on grounds that honouring of forged cheques amounted to deficiency in service.

Cheque Encashed by Unidentified Persons - In Mohan Sethia and Associates v Bank of Baroda,[16] a check was encashed by unidentified people, and the report of penmanship The master demonstrated that marks on the check didn't count with the example mark of the complainant. Bank was held liable to pay the amount withdrawn along with interest and costs.

Withdrawal of Money through Forged Cheque: in the case, N. Venkanna v Andhra Bank,[17] Bank is liable to pay the amount of Rs. 34,000 withdrawn on a forged cheque, along with interest at the rate of 6% per annum with the cost of Rs. 500/-.

Issuance of Cheque Book: In Susana Ghosh v Heals NE Gandhi,[18] the complainant was a joint account holder with his father operating a savings banks' account. After the death of his father, the bank was duty-bound to issue a fresh cheque book without printing the name of the complainant's deceased father only after the existing cheque book was exhausted.

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[14] *Sovintorg (India) Ltd v SBI* 1999 (2) CPJ 4 (SC)
[15] *Pratibha Bulla v State Bank of India* (1998) 1 CPR 645 (TN)
[16] *Mohan Sethia & Associates v Bank of Baroda* (2006) 1 CPJ 332 (Chhat)
[17] *N Venkanna v Andhra Bank* (2006) 1 CPJ 132 (NC)
[18] *Susana Ghosh v Heals NE Gandhi* (2006) 3 CPJ 100 (WB)

Cheques Lost in Transit - In-State Bank of Bikaner and Jaipur v Kamlesh Rani,[19] Cheques amounting to Rs. 21,900 were lost in transit and the bank negligently didn't credited the amount in the complaint's account. It was held that a Bank can escape liability in case of loss of bill as mentioned in pay-in-slip, but cannot deny liability to compensate the consumer for his negligence. A bank is not liable to pay the cheque amount and the same is recoverable from the drawer.

Also, in the case, **Vettivel Pillai v Senior Manager Canara Bank**,[20] The question, in this case, was whether the respondent bank can be made guilty of deficiency of service if they have dishonored the cheques drawn by a customer who has availed open cash credit facility. It was held by the Court that if a credit facility or an arrangement is made by the complaint and the respondent bank there arises no question of overdrawing the money. if the respondent bank denying the honour any cheque in this regard will be treated as malafide and also amounts to deficiency of service.

Regardless of these averments, there is no hard and fast rule to book the bank for deficiency of services. And in specific circumstances, it was held that the Consumer Protection Act doesn't matter to banks. Analysing the case of Virendra Prasad v Reserve Bank of India,[21] A cause of action was documented before the National Commission evidencing that the complainant was equipped for specific favourable advantages arising from in his foreign currency/rupee bank accounts maintained with the respondent bank; however, these services were curtailed by the respondent bank on the directions from the RBI. The National Commission ruled that since there is no prior agreement or arrangement of the said services with the appellant and the respondent, he cannot be treated as a consumer and the Apex Bank was only carrying out its statutory function. Hence, it cannot be put under the ambit of the Consumer Protection Act.[22]

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[19] *State Bank of Bikaner & Jaipur v Kamlesh Rani* (2006) 4 CPJ 111 (Del)
[20] *Vettivel Pillai v Senior Manager Canara Bank* 2000 (2) CPR 261 SCDRC (Ker)
[21] *Virendra Prasad v Reserve Bank of India* 1991 (1) CPJ 336 (NC)
[22] Consumer Protection Act 1986

CONSUMER PROTECTION IN INSURANCE SECTOR

India's insurance sector market size is roughly around $280 billion USD in 2019-20. This industry comprises 57 insurance companies altogether engaged in life and non-life insurance segments.[23] The Insurance Regulatory and Development Authority (hereinafter IDRAI) is the agency that governs the insurance industry in India. One of the major activities of IDRAI is to formulate policies and schemes in place to address the complaints of the customers and to provide a conclusive complaint redressal mechanism within the sector. A large chunk of market members in the insurance sector and all the more explicitly the overall population think that it's hard to comprehend and assess insurance items and administrations. This is on the grounds that the vast majority of the insurance items and administrations are legalistic. They appear as authoritatively concurred guarantees by the backup plan to give advantages or remuneration (reimbursement) to cover determined occasions or dangers in return for a premium and certain different commitments by the policyholder.

The main mechanism to tackle the menace of unfair trade practices within the sector is the IRDAI and the consumer protection cell have joined hands to handle all types of grievances against individuals and other entities enrolled with the authority. It ranges from Insurance Companies and their Insurance Brokers to Claim Settling Agents. The authority is always vigil about the business practices adopted by the Insurance industry players. to prove its efficacy, accepting a grievance offers the chance to evaluate the effect available of specific items or potential benefits. There is also another mechanism provided by the IRDAI to mitigate the consumer complaints in this sector known as **Integrated Grievance Management System (IGMS).** This management system provides in-depth solutions to the complaints registered with the system formed by the insurance authority, All players within the sector have to necessarily integrate their grievance redressal set up to this IGMS maintained by IRDAI. This initiative provides a much easier way to lodge a complaint by any of the policyholders with their insurer and can even track the progress of the registered complaint.

[23] Fintech & Financial Services, 'Insuring India' (*Invest India*, 2021) <https://www.investindia.gov.in/sector/bfsi-insurance> accessed 17 September 2021

Who can be a consumer?

In the latest decision by Hon'ble Supreme Court in the case, Canara Bank v United Indian Insurance Corporation and Ors[24] held that the recipients or the beneficiaries of the agreements or arrangements of indemnity taken out by the insured with the insurer are additionally 'consumers' under the Consumer Protection Act, despite the fact that they are not parties to the contract of insurance.[25]

DEFICIENCY IN SERVICE: INSURANCE SECTOR

- **Unnecessary delay in claim settlement**: - in the case of **Maina Devi Bairalia v Life Insurance Corporation**,[26] the petitioner took a life policy for the sum of Rs.50,000/-. It is surprising that the Corporation did not settle the claim of the complainant for almost 14 years. And it was held by the court that the Corporation has been highly negligent in the performance of its services. The Complainant has suffered hardship and loss on account of the deficiency in service.

- **Non-disclosure of a material fact:** - If the insurance contract misses out any important material fact, it would be estimated against the insurer as to whether a prudent individual in the situation of such exclusion, considering the contract or arrangement's contents, the way it was introduced and the conditions around finishing it. As held in the case of, United India Insurance Co. Ltd. v Smt. Draupadi Devi & Ors.[27]

- **Repudiation in breach of condition: -**It is solely under the discretion of the parties to determine the terms of the insurance contract. This helps them to decide the potential remedies accessible in case there is a claim for breach of contract

- In the case of **National insurance Co.Ltd. v Rais Abbas Naqvi**[28] The consignor was only allowed to load 12 tons in the truck as per the motor vehicles act. Instead, the defendant

[24] *Canara Bank v United Indian Insurance Corporation & Ors* Civil Appeal No 1042/2020
[25] *Ibid*
[26] *Maina Devi Bairalia v Life Insurance Corporation* O P No 179/1992
[27] *United India Insurance Co Ltd v Smt Draupadi Devi & Ors* (2000) 3 CALLT 369 HC
[28] *National insurance Co Ltd v Rais Abbas Naqvi* LAWS(NCD)-1996-4-47

loaded the truck with 15 tons of weight. The court held in favour of the insurance company.

- **Indistinctness in settling the claim**: -In the case of **Shai Sabbari Syndicates v Oriental Fire and General Insurance Ltd,**[29] there was an ambiguity at the time of settlement. The insurance company initially offered to settle two claims and later on they settled to agree with a reduced payment. As the court held, if there is an unevenness in releasing the amount which was asked and if the same was not paid, it amounts to deficiency of service in settling the claims.

- **Mistake in an insurance policy:** - If any error occurred while entering the amount in the insurance policy the insured cannot be allowed to take unfair advantage with regard to a mere typing mistake. As held in **United India Insurance company Ltd v M/s Mohan Lai and sons**.[30]

- **Unreasonable interpretation:** - in the case of, **M.K.J Corporation v united India insurance company ltd,**[31] **a** fundamental principle of Insurance Law that utmost good faith must be observed by the contracting parties. Good faith forbids either party from concealing (non-disclosure) what he privately knows, to draw the other into a bargain, from his ignorance of that fact and his believing the contrary. Just as the insured has a duty to disclose, "similarly, it is the duty of the insurers and their agents to disclose all material facts within their knowledge, since the obligation of good faith applies to them equally with the insured.[32]

CONCLUSION

In a fight for justice, a consumer is a little fry against the mammoth financial organization. Examination of the wide-ranging choices of the Consumer Courts uncovers that they do not just honor the thought of the labor and products for the imperfection and deficiency in service

[29] *Shai Sabbari Syndicates v Oriental Fire and General Insurance Ltd* O P No 283/1994
[30] *United India Insurance company Ltd v M/s Mohan Lai & sons* Revision Petition No 2600/2014
[31] *M K J Corporation v United India insurance company Ltd* (1997) 5 CTJ 649 (CP)
[32] *Ibid*

yet in addition, the compensation for the psychological misery and aggravation. Henceforth, making public mindfulness from the grass-root level with regards to entire complaint redressal structures is inexorable. For which both the apex bank and the Central Government of India Need to coordinate with one another to infuse certain arrangement measures to protect the interests of the consumers into the Indian financial sector. The improvement of the general financial sector in our nation relies upon how adequately the banks keep up with the trust-based relationship with their own customers. Reiterating this the RBI's endeavors in maintaining the Consumer Protection in the Banking area can be yielded just if the citizens are made mindful of whole complaint redressal structures and their capacities. Individuals must be instructed about the methods for housing complaints, particularly the grounds of complaints under the various Ombudsman Schemes. Therefore, wat the point when the consumer commissions and the Ombudsman Schemes has been vested with the value or consideration to of goods or services and awarding compensations it must be understood broadly enabling the Commission to determine to pay for any misfortune or harm endured by a consumer, which in law is generally included in the wide meaning of compensating damages caused to the consumer community. The arrangement empowers a purchaser to guarantee and enables the Commission to change any bad form done to an aggrieved party. Some other development would nullify the actual point of the Act. The Commission or Forum in the Act is in this way qualified to grant monetary reliefs not just for the consideration paid by the consumer to procure goods or services yet additionally to repay him for injustice experienced.