

**Board approved Ombudsman Scheme for NBFC, 2018 – RBI Circular reference
CEPD/PRS/No.4535/13.01.004/2018-19 dated April 26, 2019**

As per RBI Notification No CEPD.PRS.No.4535/13.01.004/2018-19 dated April 26, 2019, Janakalyan Financial Services Pvt. Ltd. has formulated the Ombudsman Scheme 2018 for implementation in all the offices including Head Office.

As per the notification, all Non-Deposit taking Non-Banking Financial Companies having customer interface with assets size of Rs.100 crore or above as on the date of the audited balance sheet of the previous financial year and hence Janakalyan Financial Services Private Ltd has come under the purview of the scheme as it's assets size was more than Rs. 100 Crore as on March 31, 2019. The detailed Scheme is annexed hereunder :-

OMBUDSMAN SCHEME , 2018-JANAKALYAN

The Scheme introduced with the object of enabling resolution of complaints at free of cost, relating to certain aspects of services rendered by certain NBFCs registered with RBI, to facilitate the satisfaction or settlement of such complaints. As per RBI Notification No CEPD.PRS.No.4535/13.01.004/2018-19 dated April 26, 2019, Janakalyan Financial Services Pvt. Ltd. has formulated the Scheme for implementation.

The salient features of the Scheme are as under:

1. The customer can make complaints to Ombudsman relating to the deficiencies in services filed on any or more of the following grounds:
 - a) Failure to convey in writing, the amount of loan sanctioned along with terms and conditions including annualised rate of interest and method of application.
 - b) Failure or refusal to provide sanction letter/ terms and conditions of sanction in vernacular language or a language as understood by the borrower
 - c) Failure or refusal to provide adequate notice on proposed changes being made in sanctioned terms and conditions in vernacular language as understood by the borrower.
 - d) Non-observance of directions issued by Reserve Bank to the non-banking financial companies.
 - e) Non-adherence to any of the other provisions of Reserve Bank Guidelines on Fair Practices Code for Janakalyan Financial Services Pvt. Ltd.



A handwritten signature in blue ink is written over a circular purple stamp. The stamp contains the text "Janakalyan Financial Services Pvt. Ltd." around the perimeter and "Kolkata" in the center. Below the signature, the date "28/01/2020" is handwritten.

2. PROCEDURE FOR FILING OF COMPLAINT:

- a) Any person who has a grievance against Janakalyan Financial Services Pvt. Ltd on any one or more of the grounds mentioned in point 1 himself or through his authorised representative (other than an Advocate), make a complaint to the Ombudsman within whose jurisdiction the Branch/ Registered Office/Head Office of the Janakalyan Financial Services Pvt. Ltd complained against, is located.
- b) The complaint, when in writing, shall be duly signed by the complainant or his authorized representative and shall be, as far as possible, in the specified form in 'Annex' or as near as thereto as circumstances admit, stating clearly:
 - i) The name and address of the complainant
 - ii) The name and address of the branch or registered/head office of Janakalyan Financial Services Pvt. Ltd i.e against which the complaint is made.
 - iii) The facts giving rise to the complaint.
 - iv) The nature and extent of the loss caused to the complainant
 - v) The relief sought for
- c) A complaint made through electronic means shall also be accepted by the Ombudsman and a print out of such complaint shall be taken on the record of the Ombudsman.
- d) The Ombudsman shall also entertain complaints against Janakalyan Financial Services Pvt Ltd. covered by this Scheme received by the Central Government or Reserve Bank or other financial regulators and forwarded to him for disposal.

3. POWER NOT TO ENTERTAIN A COMPLAINT:

The Ombudsman shall not entertain a complaint unless:-

- a) The complainant, before making a complaint to the Ombudsman, had made a written representation to Janakalyan Financial Services Pvt. Ltd and the Janakalyan had rejected the complaint or the complainant had not received any reply within a period of one month after Janakalyan received his representation or the complainant is not satisfied with the reply given to him by Janakalyan.
- b) The complaint is made not later than one year after the complainant has received the reply of Janakalyan to his representation or, where no reply is received, not later than one year and one month after the date of the representation to Janakalyan.
- c) The complaint is not in respect of the same cause of action which was settled or dealt with on merits by the Ombudsman in any previous proceedings whether or not received from the same complainant or along with one or more complainants or one or more of the parties concerned with the cause of action.
- d) The complaint does not pertain to the same cause of action, for which any proceedings before any court, tribunal or arbitrator or any other forum is pending or a decree or Award or order has been passed by any such court, tribunal, arbitrator or forum.
- e) the complaint is not frivolous or vexatious in nature.
- f) The complaint is made before the expiry of the period of limitation prescribed under the Indian Limitation Act, 1963 for such claims.
- g) The complainant has filed along with the complaint, copies of the documents, if any, which he intends to rely upon, and a declaration that the complaint is maintainable.

 28/01/2020

4. POWER TO CALL FOR INFORMATION:

a) For the purpose of carrying out the duties under this Scheme, an Ombudsman may require the company against whom the complaint is made or any other company concerned with the complaint, to provide any information or furnish certified copies of any document relating to the complaint which is or is alleged to be in its possession. In the event of failure of the company to comply with the requisition without sufficient cause, the Ombudsman may, if he deems fit, draw the inference that the information if provided or copies if furnished, would be unfavourable to the company.

b) The Ombudsman shall maintain confidentiality of any information or document that may come into his knowledge or possession in the course of discharging his duties and shall not disclose such information or document to any person except with the consent of the person furnishing such information or document.

Provided that nothing in this Clause shall prevent the Ombudsman from disclosing information or document furnished by a party in a complaint to the other party or parties to the extent considered by him to be reasonably required to comply with any legal requirement or the principles of natural justice and fair play in the proceedings.

5. SETTLEMENT OF COMPLAINT BY AGREEMENT:

a) The Ombudsman shall send a copy of the complaint to the branch or registered office of the Company named in the complaint, under advice to the designated Nodal Officer (NO) and endeavour to promote a settlement of the complaint by agreement between the complainant and the Company through conciliation or mediation.

b) For the purpose of promoting a settlement of the complaint, the Ombudsman may follow such procedure as he may consider just and proper. Ombudsman would provide opportunity to the complainant to furnish his/ her submissions within a time limit on written submissions made by the Company. Wherever, the Ombudsman is of the opinion that the documentary evidence furnished and written submissions by both the parties are not conclusive enough to arrive at a decision, he/ she may convene a meeting of the Company and the complainant together to promote an amicable resolution. Further, for purpose of such a settlement, the Ombudsman shall not be bound by any rules of evidence.

c) Wherever a conciliation meeting is held and mutually acceptable agreement arrived at, the proceedings of the meeting shall be documented and signed by both the parties specifically stating that both are agreeable to the resolution.

d) The Ombudsman may deem the complaint as resolved, in any of the following circumstances:-

i) Where the grievance raised by the complainant has been resolved by the Company with the intervention of the Ombudsman.

ii) The complainant agrees, whether in writing or otherwise, to the manner and extent of resolution of the grievance by the Ombudsman based on the conciliation and mediation efforts.



26/01/2020

iii) In the opinion of the Ombudsman, the Company has adhered to the extant norms and practices in vogue and the complainant has been informed to this effect through appropriate means and complainant's objections, if any, to the same are not received by Ombudsman within the time frame provided.

e) The proceedings before the Ombudsman shall be summary in nature.

6. AWARD BY THE OMBUDSMAN:

a) If a complaint is not settled by agreement within a specified period as the Ombudsman may allow the parties, he may, after affording the parties a reasonable opportunity to present their case, either in writing or in a meeting, pass an Award either allowing or rejecting the complaint.

b) The Ombudsman shall take into account the evidence placed before him by the parties, the underlying principles on which the practices in vogue have arisen, directions, instructions and guidelines issued by the Reserve Bank from time to time and such other factors which in his opinion are relevant to the complaint.

c) The Award shall state briefly the reasons for passing the Award.

d) Where the Ombudsman decides to allow the complaint, the Award passed shall contain the direction/s, if any, to the Company for specific performance of its obligations and in addition to or otherwise, the amount, if any, to be paid by the Company to the complainant by way of compensation for any loss suffered by the complainant, arising directly out of the act or omission of the Company.

e) The Ombudsman shall not have the power to pass an Award directing payment of an amount which is more than the actual loss suffered by the complainant as a direct consequence of the act of omission or commission of the Company, or one million rupees whichever is lower.

f) The Ombudsman may, also award compensation not exceeding one hundred thousand rupees to the complainant, taking into account the loss of time, expenses incurred, harassment and mental anguish suffered by the complainant.

g) A copy of the Award shall be sent to the complainant and the Company free of cost.

h) An Award allowing the complaint shall lapse and be of no effect unless the complainant furnishes to the Company and the Ombudsman concerned within a period of 30 days from the date of receipt of copy of the Award, a letter of acceptance of the Award in full and final settlement of his claim.

Provided that no such acceptance may be furnished by the complainant if he has filed an appeal to the higher Authority.

i) The Company shall, unless it has preferred an appeal within one month from the date of receipt by it of the acceptance in writing of the Award by the complainant comply with the Award and intimate compliance to the complainant and the Ombudsman.


28/01/2024

7. REJECTION OF THE COMPLAINT:

The Ombudsman may reject a complaint at any stage if it appears to him that:

- a) The complaint made is not on the grounds of complaint referred to in Point 2 of the Scheme.
- b) The compensation sought is beyond the pecuniary limit specified under the Scheme.
- c) The complaint made is requiring consideration of elaborate documentary and oral evidence and the proceedings before the Ombudsman are not appropriate for adjudication of such complaint.
- d) The complaint made is without any sufficient cause.
- e) The complaint made is not pursued by the complainant with reasonable diligence required to be taken.
- f) In the opinion of the Ombudsman there is no loss or damage or inconvenience caused to the complainant.
- g) The Ombudsman, shall, if it appears at any stage of the proceedings that the complaint pertains to the same cause of action, for which any proceedings before any court, tribunal or arbitrator or any other forum is pending or a decree or Award or order has been passed by any such court, tribunal, arbitrator or forum, pass an order rejecting the complaint giving reasons thereof.

8. APPEAL BEFORE THE APPELLATE AUTHORITY:

- a) Any person aggrieved by an Award allowing the complaint or rejecting the complaint for the reasons may within 30 days of the date of receipt of communication of Award or rejection of complaint, prefer an appeal before the Appellate Authority.
- b) In case of appeal by a Company the period of thirty days for filing an appeal shall commence from the date on which the Company receives letter of acceptance of Award by the complainant.
- c) The Appellate Authority may, if he is satisfied that the applicant had sufficient cause for not making the appeal within time, allow a further period, which shall not ordinarily exceed 30 days.
- d) The appeal may be filed by the Company only with the previous sanction of the Chairman or the Managing Director/ Chief Executive Officer or any other officer of equal rank.
- e) The Appellate Authority shall, after giving the parties a reasonable opportunity of being heard:
 - i) Dismiss the appeal.
 - ii) Allow the appeal and set aside the Award.
 - iii) Remand the matter to the Ombudsman for fresh disposal in accordance with such directions as the Appellate Authority may consider necessary or proper.



A handwritten signature in blue ink is written over a circular purple stamp. The stamp contains the text "Financial Services Pvt. Ltd." around its perimeter.

iv) Modify the Award and pass such directions as may be necessary to give effect to the Award so modified.

v) Pass any other order as it may deem fit.

f) The order of the Appellate Authority shall have the same effect as the Award passed by Ombudsman or the order rejecting the complaint as the case may be.

9. IMPLEMENTATION/ ENFORCEMENT OF AWARD:

It shall be the obligation of the Company concerned to implement the settlement arrived with the complainant or the Award passed by the Ombudsman when it becomes final and send a report in this regard to the Reserve Bank within 15 days of the award becoming final. In the event of non-implementation of settlement or the Award, the complainant may represent to the Reserve Bank and the Reserve Bank may initiate such action under the provisions of Reserve Bank of India Act, 1934 as it deems fit.

10. Display of salient features of the Scheme for knowledge of public (in English, Hindi and Vernacular Language)

a) Janakalyan covered by the Scheme shall ensure that the purpose of the Scheme and the contact details of the Ombudsman to whom the complaints are to be made by the aggrieved party are displayed prominently in all the offices and branches, in such manner that a person visiting the office or branch has adequate information of the Scheme.

b) Janakalyan covered by the Scheme shall ensure that a copy of the Scheme is available with the designated officer of the company for perusal in the office premises, if anyone desires to do so, and notice about the availability of the Scheme with such designated officer has been displayed and shall place a copy of the Scheme on company's website.

c) Janakalyan covered by the Scheme has appointed one Nodal Officer at Head Office and informed all the Offices of the Ombudsman about the same.

d) The Nodal Officer appointed is responsible for representing Janakalyan and furnishing information to the Ombudsman in respect of complaints filed against the Company.


28/07/2020

Annex

FORM OF COMPLAINT (TO BE LODGED) WITH THE NBFC OMBUDSMAN (TO BE FILLED UP BY THE COMPLAINANT)

To: The NBFC Ombudsman Place of office of the NBFC Ombudsman

.....

Dear Sir,

Sub: Complaint against(Name of the NBFC branch)

of(Name of the NBFC) Details of the complaint are as under:

1. Name of the Complainant

2. Full Address of the Complainant
Pin Code Phone No/ Fax No. Email

3. Complaint against (Name and full Address of the branch & NBFC)
..... Pin Code Phone No. / Fax No.
..... Email

4. Particulars of NBFC Account (If any)
..... THE OMBUDSMAN
SCHEME FOR NBFCs, 2018 19 (Please state the number and the nature of account viz. deposit/ loan account etc. related to the subject matter of the complaint being made.)

5. (a) Date of representation already made by the complainant to the NBFC (Please enclose a copy of the representation) (b) Whether any reminder was sent by the complainant? YES/NO (Please enclose a copy of the reminder)

6. Subject matter of the complaint (Please refer to Clause 8 of the Scheme)
.....
.....

7. Details of the complaint: (If space is not sufficient, please enclose separate sheet)
.....
.....
.....

8. Whether any reply (Within a period of one month after the NBFC concerned received the representation) has been received from the NBFC? Yes/ No (if yes, please enclose a copy of the reply) 9. Nature of Relief sought from the NBFC Ombudsman (Please enclose a copy of documentary proof, if any, in support of your claim)



10. Nature and extent of monetary loss, if any, claimed by the complainant by way of compensation (please refer to Clauses 12 (5) & 12 (6) of the Scheme) Rs.....

11. List of documents enclosed: (Please enclose a copy of all the documents)

12. Declaration: (i) I/ We, the complainant/s herein declare that:

a) the information furnished herein above is true and correct; and

b) I/ We have not concealed or misrepresented any fact stated in the above columns and in the documents submitted herewith.

(ii) The complaint is filed before expiry of period of one year reckoned in accordance with the provisions of Clause 9(A)(a) and (b) of the Scheme.

(iii) The subject matter of the present complaint has never been brought before the Office of the NBFC Ombudsman by me/ us or by any of the parties concerned with the subject matter to the best of my/ our knowledge.

(iv) The subject matter of the present complaint has not been decided by/ is not pending with any forum/ court/ arbitrator.

(v) I/ We authorise the NBFC to disclose any such information/ documents furnished by us to the NBFC Ombudsman and disclosure whereof in the opinion of the NBFC Ombudsman is necessary and is required for redressal of our complaint.

(vi) I/ We have noted the contents of the Ombudsman Scheme for NBFCs, 2018

Yours faithfully,

(Signature of Complainant)

NOMINATION – (If the complainant wants to nominate his representative to appear and make submissions on his behalf before the NBFC Ombudsman or to the Office of the NBFC Ombudsman, the following declaration should be submitted.) I/We the above named complainant/s hereby nominate Shri/ Smt..... who is not an Advocate and whose address is

..... as my/ our REPRESENTATIVE in all proceedings of this complaint and confirm that any statement, acceptance or rejection made by him/her shall be binding on me/ us. He/ She has signed below in my presence.

ACCEPTED

(Signature of Representative)

(Signature of Complainant)

Note: If submitted online, the complaint need not be signed.

