

Statement of Case

Complaint to the RBI Ombudsman under the Reserve Bank Integrated Ombudsman Scheme 2026, against ICICI Bank Limited, for deficiency in handling credit card dispute SR1126342479

	Haryana Email
Regulated entity	ICICI Bank Limited
Card	ICICI Bank Amazon Pay Credit Card ending 6002
Bank references	Dispute SR1126342479. PNO reference E091589727
Disputed transaction	6 July 2026, Flipkart Internet P, Bangalore, Rs 81,237.00
Bank final response	3 October 2026

1. Summary

I paid Rs 81,237 by my ICICI credit card for a laptop that was defective on delivery. The merchant and the manufacturer refused a refund. I raised a chargeback. The bank registered it, gave a temporary credit, and confirmed in writing that no charges would apply whatever the outcome.

When the merchant declined, the bank reversed the credit. I asked the bank four specific questions. The bank answered none of them. It replied twice with a template meant for unauthorised transactions, about OTP, CVV and cybercrime, even after I corrected it in writing. It then declared that reply final.

This complaint is about how the bank handled my dispute. My evidence against the merchant was strong, and the bank never considered it.

2. The transaction and the defect

1. On 6 July 2026 I placed Flipkart Order for a Samsung Galaxy Book3 Pro laptop, Model NP940XFG-KC5IN, Serial No I paid Rs 81,237 in a single transaction on my ICICI card.
2. The laptop was bought for the personal use of a family member, my nephew, a student. The invoice is in the name of my brother in law, Mr and it was delivered to his address in New Delhi. The full amount was paid from my card and has not been reimbursed to me by anyone. I am the person who has suffered the loss.
3. The amount of Rs 81,237 covers three tax invoices on the same order: Rs 79,366 for the product (Invoice LIABIE270017896), Rs 747 in platform fees (Invoice MXAAY27003304614), and Rs 1,124 in freight (Invoice NBAA027005522950).
4. The laptop was delivered on 11 July 2026. It did not boot from the moment of unboxing and has never been usable.
5. On 14 July 2026, three days after delivery, the authorised Samsung service centre, Ace Lingua Solutions, diagnosed the fault. Its job card, Bill No 4438931415, records the defect as LAPTOP, POWER NOT ON, ALWAYS, under full warranty. No repair was carried out.

3. Refusal by the merchant and the manufacturer

1. From 14 July 2026 I asked Flipkart and Samsung, in writing, to collect the laptop and refund the money.
2. Flipkart closed my National Consumer Helpline grievance, No 9774551, on 27 July 2026 with no refund and no pickup. It said only that the brand was ready to repair the laptop.

3. Samsung recorded on the National Consumer Helpline portal, Grievance No 9477037, on 19 August 2026: Refund cheque approved, requested submit the device along with bank ID. Samsung also confirmed by email on 18 and 20 August 2026 that it would refund Rs 79,366 and collect the laptop from the delivery address. On 21 August 2026 it asked for bank details, which were provided the same day.
4. Samsung then withdrew that commitment. On 24 August 2026 it closed the same grievance recording that the demand was beyond policy.
5. On 25 August 2026 I offered in writing to deposit the laptop at the service centre, on the sole condition that the receipt record the approved refund amount. Samsung did not reply.
6. No refund of any amount has been received from the merchant or the manufacturer to date.

4. Timeline of the dispute with the bank

Date	Event
22 July 2026	I raised a written dispute with the bank for defective goods, with evidence.
23 July 2026	The bank replied that I should contact the merchant and that it was unable to raise a dispute. I replied in writing that I had already done so and been refused.
28 July 2026	The bank asked for evidence in a set format. I submitted it the same day, point by point, with documents.
29 July 2026	The bank registered the dispute as SR1126342479.
30 July 2026	The bank applied a temporary credit of Rs 81,237.
31 July 2026	The bank confirmed in writing that whatever the bank decision, no financial charges would be levied.
29 Sept 2026	SMS: dispute declined by the merchant. The temporary credit was reversed the same day.
30 Sept 2026	I wrote to the bank asking for (a) the reason code, (b) the merchant representment, (c) pre arbitration, (d) confirmation of no charges. I attached my rebuttal.
1 Oct 2026	The bank replied with a template on OTP, CVV and a cybercrime complaint. I wrote back the same day that my dispute is about defective goods, not an unauthorised transaction, and repeated my four requests.
1 Oct 2026	I paid Rs 81,237 under protest, to avoid charges and credit reporting, and informed the bank in writing.
3 Oct 2026	The bank sent the same template again, and stated that it would not reply further and that this was its final response.
3 Oct 2026	I replied that I did not accept the response and that the matter was not resolved.

5. Deficiency in service by the bank

Each of the following is a deficiency in service under Clause 3 (1) (i) of RB IOS 2026.

1. **Wrong response category, repeated after correction.** My dispute was always about defective goods. I authorised the payment myself and never claimed otherwise. The bank twice replied about OTP, CVV and cybercrime, which applies only to unauthorised transactions. It did so the second time after I had pointed out the error in writing. This shows the bank did not read my complaint, or processed it under the wrong category.
2. **Reason code not disclosed.** I asked which Visa reason code the dispute was raised under. If it was raised as an unauthorised or fraud dispute, the merchant would win automatically because the payment was OTP authenticated. The bank has refused to say. This is the single fact that decides whether the

dispute was handled correctly.

3. **Merchant representment not shared.** The bank did not give me the merchant's response or documents. I could not answer arguments I was never shown.
4. **Pre arbitration not considered.** I asked in writing for the dispute to go to pre arbitration and sent a rebuttal with documentary evidence, including the manufacturer's own written approval of a refund. The bank did not consider it and did not explain why.
5. **Complaint closed without answering any point.** The bank declared its template reply final and stated it would not respond to further emails. None of my four requests was addressed.

6. Evidence the bank never considered

1. The manufacturer's own service centre recorded the defect three days after delivery, under full warranty, with no repair carried out.
2. The manufacturer recorded on a Government of India portal on 19 August 2026 that a refund cheque was approved, and confirmed refund and collection by email. It then withdrew this five days later.
3. The merchant closed a Government of India grievance on 27 July 2026 with no refund and no pickup.
4. I offered in writing to hand over the laptop. The defective unit remains unused, in its original packaging, available for collection.
5. No refund of any amount has been received from anyone.

A merchant decline that claims the cardholder was offered a remedy cannot stand when the manufacturer itself approved and then withdrew that remedy. This is exactly the rebuttal the bank should have taken to pre arbitration.

7. Payment made under protest

On 1 October 2026 I paid Rs 81,237 to the bank after the credit was reversed. I did so only to avoid interest, fees and adverse credit reporting. I informed the bank in writing. This payment does not mean I accept the merchant decline or the bank's handling of the dispute.

8. Relief sought

1. Direct the bank to disclose the Visa reason code under which the dispute was raised, and the merchant representment with its documents.
2. Direct the bank to take the dispute to pre arbitration under the correct reason code for defective or not as described goods.
3. If the bank raised the dispute under the wrong reason code, or otherwise failed to exercise my chargeback rights correctly, direct it to credit Rs 81,237 to my card.
4. Direct the bank to honour its written commitment of 31 July 2026 that no charges apply, and to reverse any interest, fee or tax levied on this amount.
5. Compensation of Rs 25,000 under Clause 8 (3) of RB IOS 2026 for loss of time, expenses and harassment.

9. Index of documents uploaded

No	Document
1	This statement of case
2	Bank emails of 29 and 30 July 2026: dispute registered and temporary credit

No	Document
3	Bank email of 31 July 2026: no charges whatever the outcome
4	SMS of 29 September 2026 and statement showing the credit reversal
5	My correction email of 1 October 2026
6	Payment proof of 1 October 2026 and my email recording payment under protest
7	Samsung service job card, Bill No 4438931415, 14 July 2026
8	NCH Grievance 9477037: Samsung entries of 19 and 24 August 2026
9	NCH Grievance 9774551: Flipkart closure of 27 July 2026, and Samsung emails of 18, 20 and 21 August 2026
10	Three tax invoices and the card statement showing the transaction of 6 July 2026

My complaint of 22 and 30 July 2026, the bank replies of 1 and 3 October 2026, and my reminder of 3 October 2026 were uploaded on the first page of the complaint form.

10. Declaration

The matter is not pending before any court, consumer commission, arbitrator or other forum. It has not been decided by any of them.

The facts stated above are true to the best of my knowledge and are supported by the documents uploaded.



Date: 5 October 2026