IN THE HIGH COURT OF DELHI AT NEW DELHI

EXTRAORDINARY ORIGINAL JURISDICTION

PUBLIC INTEREST LITIGATION

WRIT PETITION (CIVIL) NO. _____ OF 2021

IN THE MATTER OF

ABHIJIT MISHRA PETITIONER

VERSES

UIDAI AND OTHER'S RESPONDENTS

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FILED BY: PETITIONER-THROUGH ADVOCATE

DATE: 1st JANUARY 2021
PLACE: NEW DELHI

ABHIJIT MISHRA
PETITIONER

THROUGH -

PAYAL BAHL
ADVOCATE
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NEW DELHI – 110092
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IN THE HIGH COURT OF DELHI AT NEW DELHI

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URGENT APPLICATION

To,
The Honourable Registrar,
High Court of Delhi,
Sher Shah Suri Marg,
New Delhi – 110001.

Respected Sir,

The present public interest litigation is filed in accordance and compliance to the High Court of Delhi rules (PIL Rules Notification No. 451/ Rules/ DHC | Dated November 25th, 2010) for issuance of writ, order or direction in nature of mandamus or any other appropriate writ under Article 226 of the Constitution of India for directions to the Respondent No. 1 i.e. UIDAI to take appropriate initiatives under the aegis of Aadhar Act, 2016 for the protection of the Aadhar information and privacy of the Citizens of India from unauthorized access to the third party such as Respondent No. 3 i.e. Google Pay. Thereby seeking directions to the respondents by way of Writ of Mandamus or any other writ deems fit and proper on urgent basis.

It is submitted that the urgent mentioning vide reference no. reference No : 1609300058391_57693 was made before the Honourable High Court of Delhi on 30th December 2020, which is duly accepted for hearing by the Honourable Court.

FILED BY: PETITIONER-THROUGH ADVOCATE

DATE: 1st JANUARY 2021

PLACE: NEW DELHI

ABHIJIT MISHRA

PETITIONER

THROUGH -

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IN THE HIGH COURT OF DELHI AT NEW DELHI

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WRIT PETITION (CIVIL) NO. _____ OF 2021

IN THE MATTER OF

ABHIJIT MISHRA PETITIONER

VERSES

UIDAI AND OTHER'S RESPONDENTS

NOTICE OF MOTION

To,
Unique Identification Authority Of India,
Through the Honourable Chief Executive Officer,
Government of India,
Bangla Sahib Rd, Behind Kali Mandir,
Gole Market, New Delhi – 110001
Email ceo@uidai.gov.in

Through
Advocate Mr. Mohd. Muqeem,
The Honourable Counsel,
High Court of Delhi.
Mobile 09999864964
mohammedmuqeem@gmail.com

Honourable Sir,

Please find the paper book for the purpose of advance service in the Public Interest Litigation by the way of Writ Petition (Civil) with title "Abhijit Mishra v/s UIDAI and Others" for your kind perusal and necessary actions. It is submitted that the Writ Petition is likely to be listed for hearing on or before 11th January 2021. This is for your kind information and necessary action.

FILED BY: PETITIONER-THROUGH ADVOCATE

DATE: 1st JANUARY 2021

PLACE: NEW DELHI

ABHIJIT MISHRA

PETITIONER

THROUGH -

PAYAL BAHL
ADVOCATE
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IN THE HIGH COURT OF DELHI AT NEW DELHI

EXTRAORDINARY ORIGINAL JURISDICTION

PUBLIC INTEREST LITIGATION

WRIT PETITION (CIVIL) NO. _____ OF 2021

IN THE MATTER OF

ABHIJIT MISHRA PETITIONER

VERSES

UIDAI AND OTHER'S RESPONDENTS

IN THE MATTER OF PUBLIC INTEREST LITIGATION

MEMO OF PARTIES

Abhijit Mishra Writ Petitioner
S/O (Late) Mr. Om Prakash Mishra
R/O – 7, Priya Enclave,
New Delhi – 110092.
abhi@abhimishra.in

Versus

Unique Identification Authority Of India, Respondent - 1
Through the Honourable Chief Executive Officer,
Government of India,
Bangla Sahib Rd, Behind Kali Mandir,
Gole Market, New Delhi – 110001
Email ceo@uidai.gov.in

Reserve Bank of India, Respondent - 2
Through, The Honorable Governor,
6, Sansad Marg,
New Delhi – 110001.
Email- rdnewdelhi@rbi.org.in

Google India Digital Services Private Limited Respondents – 3
Doing business as "*Google Pay*",
Through the Honourable Directors,
Unit 207, 2nd Floor Signature Tower-II Tower A,
Sector 15 Part II Silokhera,
Gurgaon, Haryana, India, 122001.
CIN No. U74999HR2017PTC067218
Email - apac-corporg.cs@google.com

FILED BY: PETITIONER-THROUGH ADVOCATE

DATE: 1st JANUARY 2021
PLACE: NEW DELHI

ABHIJIT MISHRA
PETITIONER

THROUGH -

PAYAL BAHL
ADVOCATE
7, PRIYA ENCLAVE
NEW DELHI – 110092
MOBILE #09891578108
ABHI@ABHIMISHRA.IN

Note: For the sake of brevity and avoiding prolixity.

1. The Respondent No. 1 i.e. Unique Identification Authority Of India is referred and abbreviated as UIDAI in the present Writ Petition.
2. The Respondent No. 2 i.e. Google India Digital Services Private Limited is referred as Google Pay in the present Writ Petition.

IN THE HIGH COURT OF DELHI AT NEW DELHI
EXTRAORDINARY ORIGINAL JURISDICTION
PUBLIC INTEREST LITIGATION
WRIT PETITION (CIVIL) NO. _____ OF 2021
IN THE MATTER OF

ABHIJIT MISHRA PETITIONER

VERSES

UIDAI AND OTHER'S RESPONDENTS

SYNOPSIS, DATES AND EVENTS

The present public interest litigation highlights the grave issue of the unauthorized access, use and storing of the Aadhar and banking information of the Citizens of India by the Respondent No. 3 i.e. Google Pay in sheer violation of the Article 21 of the Constitution of India, Aadhar Act 2016, Payments and Settlement Systems Act 2007 and Banking Regulations Act 1949. It is submitted that the Respondent No. 3 i.e. Google Pay in their terms and conditions have specially and explicitly mentioned that Google Pay will collect, store and share the Bank Account or Aadhar details.

> ***Terms and Conditions of Google Pay***
>
> *You, hereby expressly consent to and permit Google or its group companies to collect, store and share such information including but not limited to your or user personal information such as your name, address,* ***Google Account or payment instructions details, all transactions carried out by Google Pay or information with respect to the third parties including Bank Account or Aadhar details for the purposes mentioned in the combined Google Pay for Business Terms.***

This public interest litigation voices against the unconstitutional conduct and seeks for the Writ of Mandamus to the State to address such violation.

HENCE, THE PRESENT WRIT PETITION
AS A PUBLIC INTEREST LITIGATION

DATES AND EVENTS

DATES	EVENTS
29th March 2019	The Writ Petitioner made representation to the office of the following authorities against the unauthorized operations of the Google Pay in violation of the banking laws. 1. Honourable Chief Justice of Delhi 2. Respondent No. 2 i.e. Honourable Governor, Reserve Bank of India
31st March 2019	The Writ Petitioner made representation to the Respondent No. 3 i.e. Google Pay against its unauthorized operations under the banking laws.
9th September 2019	The Writ Petitioner received the response under Right to Information Act 2005 from the Respondent No. 2 i.e. Honourable Governor, Reserve Bank of India that Respondent No. 3 i.e. Google Pay is not registered or licensed under the banking laws.
4th March 2020	The Writ Petitioner received the response under Right to Information Act 2005 from the Respondent No. 1 i.e. UIDAI that Respondent No. 3 i.e. Google Pay is not permitted to collect, use and store the Aadhar details the under the Aadhar Act 2016.
11th March 2020	The Writ Petitioner made representation to the office of the Chief Executive Officer, UIDAI against the unauthorized operations of the Google Pay in violation of the banking laws and Aadhar Act 2016

April 2020 To December 2020	The petitioner made endeavor to list the Public Interest Litigation, but the matter was not selected for urgent listing. The Honourable High Court of Delhi allowed the listing of the Writ Petition on 30th December 2020.

HENCE, THE PRESENT WRIT PETITION
AS A PUBLIC INTEREST LITIGATION

IN THE HIGH COURT OF DELHI AT NEW DELHI
EXTRAORDINARY ORIGINAL JURISDICTION
PUBLIC INTEREST LITIGATION
WRIT PETITION (CIVIL) NO. _____ OF 2021
IN THE MATTER OF

ABHIJIT MISHRA PETITIONER

VERSES

UIDAI AND OTHER'S RESPONDENTS

THE PRESENT PUBLIC INTEREST LITIGATION IS FILED UNDER THE AEGIS OF ARTICLE 226 OF THE CONSTITUTION OF INDIA FOR THE ISSUANCE OF WRIT, ORDER OR DIRECTION IN NATURE OF MANDAMUS OR ANY OTHER APPROPRIATE WRIT FOR THE DIRECTIONS TO THE UIDAI (RESPONDENT NO. 1) TO TAKE APPROPRIATE INITIATIVES UNDER THE AEGIS OF AADHAR ACT, 2016 FOR THE PROTECTION OF THE AADHAR DETAILS AND PRIVACY OF THE CITIZENS OF INDIA UNDER THE AEGIS OF ARTICLE 21 OF THE CONSTITUTION OF INDIA FROM UNAUTHORIZED ACCESS TO THE THIRD PARTY I.E. GOOGLE PAY (RESPONDENT NO. 3). ALSO TO ISSUE DIRECTION TO UIDAI (RESPONDENT NO. 1) AND RESERVE BANK OF INDIA (RESPONDENT NO. 2)TO JOINTLY MAKE REGULATIONS AGAINST UNAUTHORIZED ACCESS OF BANKING DATA OF THE CITIZENS TO THE THIRD PARTY I.E. GOOGLE PAY (RESPONDENT NO. 3).

TO,
THE HONOURABLE CHIEF JUSTICE,
AND HIS LORDSHIP'S COMPANION JUSTICES OF THE,
HIGH COURT OF DELHI AT NEW DELHI

A HUMBLE WRIT PETITION
OF THE PETITIONER

MOST RESPECTFULLY SHOWETH:

1. It is respectfully submitted that the Writ Petitioner has no personal interest in the litigation and that the petition is not guided by self- gain or for gain of any person / institution / body and that there is no motive other than of public interest in filing of the present Writ Petition. It is submitted that the Writ Petitioner is indebted to the great nation - India and deemed duty bound for the welfare of the Nation under the aegis of the Article 51A of the Constitution of India.

2. It is respectfully submitted that Writ Petitioner has gathered all the relevant information through various RTI applications and letters filed before the Honourable Chief Executive Officer, Unique Identification Authority Of India - Government of India and Honourable Governor, Reserve Bank of India who are entrusted of implementing, administrating and managing the Aadhar Act, 2016, Payments and Settlement Systems Act 2007 and Banking Regulations Act 1949 respectively.

3. It is respectfully submitted that the questions of public importance are being raised in the present Public Interest Litigation that illuminates the unauthorized access of the Aadhar and Banking information of the Citizen in sheer violation of the Aadhar Act 2016, Payments and Settlement Systems Act 2007 and Banking Regulations Act 1949. It is submitted that the unauthorized / unlicensed / unregistered entity Respondent No. 3 i.e. Google Pay is collecting the Aadhar and banking transaction details of the citizens of India which is sheer violation of the above-mentioned act along with Article 21 of the Constitution of India.

4. That the Persons affected by such acts of the respondents are numerous and are not in a position to approach the Honorable Court, hence the Petitioner is filing on behalf of such affected Persons and except for the Present Respondent no other parties are affected by the present Public Interest Litigation.

5. It is submitted that the Writ Petitioner is a financial economist and has earned Master of Science in Public Policy and Management from Carnegie

Mellon University, United States of America and has global experience in the matters of Public Policy and Economics. The Writ Petitioner undertakes to pay the costs if any imposed by the court on this Writ Petition at any stage of the proceedings.

6. That the writ petitioner has done various representation before the Honourable Chief Justice of Delhi- High Court of Delhi, Honourable Chief Executive Officer, Unique Identification Authority Of India - Government of India and Honourable Governor, Reserve Bank of India for the unauthorized access of the Aadhar and Banking information of the Citizen in sheer violation of the Article 21 of the Constitution of India, Aadhar Act 2016, Payments and Settlement Systems Act 2007 and Banking Regulations Act 1949.

FACTS OF THE CASE

7. It is respectfully submitted that the Respondent No. 2 i.e. Reserve Bank of India is the esteemed regulator of the Banking laws (Banking Regulations Act 1949) and Payments laws (Payments and Settlements Systems Act 2007) in India. It is submitted that the Respondent No. 3 – Google Pay is not registered / licensed under the aegis of the Payments and Settlement Systems Act 2007 to conduct the business of payments and transactions. It is further submitted that the Respondent No. 3 – Google Pay is also not registered / licensed as a Bank / Co-Operative Bank / Financial Institution / Non-Banking Finance Company under the aegis of the Banking Regulations Act 1949 to conduct the business of payments and processing the transactions. The information obtained under Right to Information Act 2005 from the Reserve Bank of India. The true copy of the response from Respondent No. 2 i.e. Reserve Bank of India that under the Right to Information Act 2005 Respondent No. 3 – Google Pay is not registered / licensed under the aegis of the Payments and Settlement Systems Act 2007 is herewith annexed and marked as ANNEXURE P1.

8. It is respectfully submitted that contrary to the provisions Banking laws (Banking Regulations Act 1949) and Payments laws (Payments and Settlements Systems Act 2007) in India, the Respondent No. 3 – Google

Pay is conducting the business of payment transfers and transactions processing. It is respectfully submitted that the Petitioner craves to seek leave of the Honourable Court to kindly refer to the Terms and Conditions of Respondent No. 3 i.e. Google Pay which explicitly states that the company will be storing the payment instruction details of the Parties including Bank Accounts and Aadhar details. The true copy of the Respondent No. 2 Google Pay's Terms and Conditions are herewith annexed and marked as ANNEXURE P2.

> ***Terms and Conditions of Google Pay***
>
> *You, hereby expressly consent to and permit Google or its group companies to collect, store and share such information including but not limited to your or user personal information such as your name, address,* ***Google Account or payment instructions details, all transactions carried out by Google Pay or information with respect to the third parties including Bank Account or Aadhar details for the purposes mentioned in the combined Google Pay for Business Terms.***

9. It is respectfully submitted that the Petitioner craves to seek leave of the Honourable Court to kindly refer to the response of the Respondent No. 1 i.e. UIDAI under the aegis of Right to Information Act 2005. The true copy of the respondent from Respondent No. 1 i.e. UIDAI under Right to Information Act 2005 is herewith annexed and marked as ANNEXURE P3.

The salient conclusion from the response of the UIDAI response

I. It is submitted that the Respondent No. 1 i.e. UIDAI has not issued permission to the Respondent No. 3 i.e. Google Pay to access, use and store the citizens AADHAR details or the database.

II. It is submitted that the Respondent No. 1 i.e. UIDAI has not received information from Respondent No. 2 i.e. Reserve Bank of India such that it has given permission to the Respondent No. 3 i.e. Google Pay for access, use and store the citizens AADHAR details or the database.

III. The Respondent No. 1 i.e. UIDAI has not received an application from Respondent No. 3 i.e. Google Pay for access, use and store the citizens AADHAR details or the database.

X----------X----------X

Right to Information Response is as follows:-

Question 1. Has the Unique Identification Authority of India permitted Google India Digital Services Private Limited doing business as Google Pay (Mobile Payments Application) to access and use citizens AADHAR database / platform for processing and authentication of payments using BHIM Aadhar platform as on 7 February 2020. If yes then please provide the details of the permission issued by Unique Identification Authority of India.

UIDAI Answer: NO

Question 2. Has the Unique Identification Authority of India received information from Reserve Bank of India that, Reserve Bank of India has given permission to the Google India Digital Services Private Limited doing business as Google Pay (Mobile Payments Application) is accessing and using AADHAR database / platform for processing and authentication of payments via BHIM Aadhar platform as on 7 February 2020. If yes then please provide the details.

UIDAI Answer: NO

Question 4. Has the Unique Identification Authority of India received application from Google India Digital Services Private Limited doing business as Google Pay (Mobile Payments Application) for accessing and using AADHAR database / platform for processing and authentication of payments via

BHIM Aadhar platform as on 7 February 2020. If yes then please provide the details.

UIDAI Answer: NO

X----------X----------X

10. It is respectfully submitted that the Petitioner craves to seek leave of the Honourable Court to kindly refer to the Notification No. G.S.R. 538(E) in the Extra-Ordinary Gazette of India published in PART II—Section 3—Sub-section (i) as issued by Department of Revenue, Ministry of Finance, Government of India Dated 1st June 2017. It is submitted that the Government of India (Department of Revenue, Ministry of Finance) in consultation, aid and advise of the Respondent No. 2 i.e. Reserve Bank of India has brought the amendments to the Prevention of Money-laundering (Maintenance of Records) Rules, 2005 in exercise of the powers conferred under the aegis Section 73 of the Prevention of Money-laundering Act, 2002 (15 of 2003). It is submitted that by the virtue of the said rules the AADHAR number seeding of the banking information is there made mandatory and statutory. Hence, it is submitted that the banking details of the Citizen has an essential information element of the Aadhar details. The true copy of the Notification No. G.S.R. 538(E) in the Extra-Ordinary Gazette of India published in PART II—Section 3—Sub-section (i) as issued by Department of Revenue, Ministry of Finance, Government of India Dated 1st June 2017 is herewith annexed and marked as ANNEXURE P4.

11. It is respectfully submitted that the Petitioner craves to seek leave of the Honourable Court to kindly refer to the public notification as issued by the Respondent No. 2 i.e. Reserve Bank of India that the Aadhar seeding in the banking information / details is a mandatory for every citizen of India. It is respectfully submitted that the Respondent No. 2 i.e. Reserve Bank of India has duly linkage of Aadhaar number to bank account is mandatory under the Prevention of Money-laundering (Maintenance of Records) Second Amendment Rules, 2017 and these rules have statutory force. The true copy of the public notification Dated 21st October 2017 as issued by

the Respondent No. 2 i.e. Reserve Bank of India is herewith annexed and marked as ANNEXURE P5.

12. It is submitted that the Respondent No. 3 i.e. Google Pay has unauthorized access to the banking details and Aadhar details by the virtue of its operations by the of banking transfers and transactions which is not licensed and authorized by the Respondent No. 2 i.e. Reserve Bank of India under the aegis of Payments and Settlement Systems Act 2007 and Banking Regulations Act 1949. It is respectfully submitted that the Respondent No. 3 i.e. Google Pay under its "Terms and Conditions" under mechanics of payment transaction clearly mentions that "*We create a link between the Sender, the Recipient and the respective Payments System Providers to facilitate sending and/or receiving payments using Payments System Provider Services.* It is submitted that it is deemed admission on the part of the Respondent No. 3 i.e. Google Pay that by the virtue of its involvement as a link between respective of Payments System Providers to facilitate sending and/or receiving payments it has complete access to the banking information which includes Aadhar information as well.

> *"Mechanics of Payment Transaction. The Payment Transactions or any communication/offers carried out through Google Pay are solely between the Sender and Recipient of the payment. We create a link between the Sender, the Recipient and the respective Payments System Providers to facilitate sending and/or receiving payments using Payments System Provider Services. Once a Payment Transaction has been authenticated, authorised and processed through the Payments System Provider Services-*
>
> > *(i) the payment may be settled directly with the Recipient by the respective Payments Participants; or*
> >
> > *(ii) in certain scenarios, we may act as an intermediary and receive funds pertaining to the Payment Transaction on behalf of the Recipient. In such scenarios, Google would operate purely as the Recipient's payment*

collection agent for the limited purpose of accepting funds from Users."

13. It is respectfully submitted that the Petitioner craves to seek leave of the Honourable Court to kindly appreciate the core provision of the Article 21 of the Constitution of India. It is respectfully submitted that reads as: *"No person shall be deprived of his life or personal liberty except according to procedure established by law"*. It is respectfully submitted that as the Respondent No. 3 i.e. Google Pay is neither registered or authorized or licensed or permitted by either Respondent No. 1 i.e. UIDAI and/or Respondent No. 2 i.e. Reserve Bank of India. Hence, the payment link activities of Respondent No. 3 i.e. Google Pay are *prima facie* violative of the core aspect i.e. "*according to procedure established by law"* of the Article 21 of the Constitution of India.

14. It is respectfully submitted that the Petitioner craves to seek leave of the Honourable Court to kindly refer to the Section 28 of the Aadhar Act 2016. It is respectfully submitted that it is the responsibility of the Respondent No. 1 i.e. UIDAI towards ensuing the security of AADHAR information, identity and confidentiality of the individuals. It is submitted that the Respondent No. 1 i.e. UIDAI turned blind eyes to the complaint towards complaint against authorized access, use and storing of the Aadhar / Banking information by the Respondent No. 3 i.e. Google Pay.

Section 28 of the Aadhaar Act, 2016
Security and confidentiality of information.—
(1) The Authority shall ensure the security of identity information and authentication records of individuals.
(2) Subject to the provisions of this Act, the Authority shall ensure confidentiality of identity information and authentication records of individuals.
(3) The Authority shall take all necessary measures to ensure that the information in the possession or control of the Authority, including information stored in the Central Identities Data Repository, is secured and protected against access, use or disclosure not permitted under this Act or regulations made

thereunder, and against accidental or intentional destruction, loss or damage.

(4) Without prejudice to sub-sections (1) and (2), the Authority shall—

(a) adopt and implement appropriate technical and organisational security measures;

(b) ensure that the agencies, consultants, advisors or other persons appointed or engaged for performing any function of the Authority under this Act, have in place appropriate technical and organisational security measures for the information; and

(c) ensure that the agreements or arrangements entered into with such agencies, consultants, advisors or other persons, impose obligations equivalent to those imposed on the Authority under this Act, and require such agencies, consultants, advisors and other persons to act only on instructions from the Authority.

(5) Notwithstanding anything contained in any other law for the time being in force, and save as otherwise provided in this Act, the Authority or any of its officers or other employees or any agency that maintains the Central Identities Data Repository shall not, whether during his service or thereafter, reveal any information stored in the Central Identities Data Repository or authentication record to anyone:

Provided that an Aadhaar number holder may request the Authority to provide access to his identity information excluding his core biometric information in such manner as may be specified by regulations.

15. It is respectfully submitted that the Petitioner craves to seek leave of the Honourable Court to kindly refer to the Section 29 of the Aadhar Act 2016. It is respectfully submitted that by the virtue of the statue itself That Aadhar identity information can be shared only in accordance with the provisions of this Aadhar Act 2016. It is submitted that as the Respondent No. 3 i.e. Google Pay is collecting the banking and Aadhar details, thus it

is in prima facie violation on the part of the Respondent No. 3 i.e. Google Pay of the Section 29 (2) and (4) of the Aadhar Act 2016.

> *Section 29. of the Aadhaar Act, 2016*
> *Restriction on sharing information.—*
> *(1) No core biometric information, collected or created under this Act, shall be—*
> *(a) shared with anyone for any reason whatsoever; or*
> *(b) used for any purpose other than generation of Aadhaar numbers and authentication under this Act.*
> *(2) The identity information, other than core biometric information, collected or created under this Act may be shared only in accordance with the provisions of this Act and in such manner as may be specified by regulations.*
> *(3) No identity information available with a requesting entity or offline verification-seeking entity shall be—*
>
> > *(a) used for any purpose, other than the purposes informed in writing to the individual at the time of submitting any information for authentication or offline verification; or*
> > *(b) disclosed for any purpose, other than purposes informed in writing to the individual at the time of submitting any information for authentication or offline verification:*
> > *Provided that the purposes under clauses (a) and (b) shall be in clear and precise language understandable to the individual.*
>
> *(4) No Aadhaar number demographic information or photograph collected or created under this Act in respect of an Aadhaar number holder shall be published, displayed or posted publicly, except for the purposes as may be specified by regulations.*

16. It is respectfully submitted that the Petitioner craves to seek leave of the Honourable Court to kindly refer to the Section 38 of the Aadhar Act 2016. It is respectfully submitted that Respondent No. 3 i.e. Google Pay is

collecting the banking and Aadhar details, thus it is in prima facie violation of the Section 38 (g) and (i) of the Aadhar Act 2016.

> *Section 38 of the Aadhar Act, 2016*
> *Penalty for unauthorised access to the Central Identities Data Repository.—Whoever, not being authorised by the Authority, intentionally,—*
>
> *(a) accesses or secures access to the Central Identities Data Repository;*
>
> *(b) downloads, copies or extracts any data from the Central Identities Data Repository or stored in any removable storage medium;*
>
> *(c) introduces or causes to be introduced any virus or other computer contaminant in the Central Identities Data Repository;*
>
> *(d) damages or causes to be damaged the data in the Central Identities Data Repository;*
>
> *(e) disrupts or causes disruption of the access to the Central Identities Data Repository;*
>
> *(f) denies or causes a denial of access to any person who is authorised to access the Central Identities Data Repository;*
>
> *(g) reveals any information in contravention of sub-section (5) of section 28, or shares, uses or displays information in contravention of section 29 or assists any person in any of the aforementioned acts;*
>
> *(h) destroys, deletes or alters any information stored in any removable storage media or in the Central Identities Data Repository or diminishes its value or utility or affects it injuriously by any means; or*
>
> *(i) steals, conceals, destroys or alters or causes any person to steal, conceal, destroy or alter any computer source code used by the Authority with an intention to cause damage,*

shall be punishable with imprisonment for a term which may extend to three years ten years and shall also be liable to a fine which shall not be less than ten lakh rupees.

17. It is respectfully submitted that the Petitioner craves to seek leave of the Honourable Court to kindly refer to the Section 43 of the Aadhar Act 2016. It is respectfully submitted that Respondent No. 3 i.e. Google Pay is a registered private limited company by the Registrar of Companies (Delhi and Haryana) having Corporate Identification Number as U74999HR2017PTC067218. Thus, the Section 43 of the Aadhar Act 2016 is duly applicable on them by the virtue of their activities against the objects of the Aadhar Act 2016.

Section 43 of the Aadhar Act, 2016
Offences by companies.—
(1) Where an offence under this Act has been committed by a company, every person who at the time the offence was committed was in charge of, and was responsible to, the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of the offence and shall be liable to be proceeded against and punished accordingly:
Provided that nothing contained in this sub-section shall render any such person liable to any punishment provided in this Act if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

(2) Notwithstanding anything contained in sub-section (1), where any offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of, or is attributable to, any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of the offence and shall be liable to be proceeded against and punished accordingly.

18. It is submitted that such heinous, unpardonable and unconstitutional conduct of Respondents – 3 i.e. Google Pay of collecting, storing, and using of the citizens Aadhar, banking personal data and any communications routed through its servers is in complete contravention of the Aadhar Act 2016 and is a deemed compromise and violation of the "Fundamental Right of Privacy" as enshrined under the provisions of Article 21 of the Constitution of India. It is pertinent to note that Respondents – 3 i.e. Google Pay is neither licensed and/or registered with Respondents – 2 i.e. Reserve Bank of India to conduct the business of payments and transactions using banking channel. This act of Respondents – 3 i.e. Google Pay is strictly against the Article 21 of the Constitution of India and violative of the fundamental "Right to Privacy" of the Citizens. The petitioner pleads before the Honourable Court to kindly refer to the following landmark judgments of the Honourable Supreme Court of India in the matter of *"Ram Jethmalani v/s Union of India" (As cited in (2011) 8 SCC 1:JT 2011 (7) SC 104: (2011) 6 SCALE 691).* The Honourable Supreme Court of India has duly stated that *"Right to Privacy is an integral part of life. This is a cherished constitutional value, and it is important that human being be allowed domains of freedom that are free of public scrutiny unless they act in unlawful manner"*

19. It is most respectfully submitted that the Petitioner craves for the leave of the Honourable Court to kindly refer to the judgement of the Honourable Supreme Court of India in the matter of *"Justice K S Puttaswamy v/s Union of India"* (Writ Petition (Civil) No. 494 of 2012 | (2017) 10 SCC 1). It is submitted that the Honourable Supreme Court has duly held that Right to Privacy is a fundamental right as enshrined under Article 21 of the Constitution of India which reads as: *"No person shall be deprived of his life or personal liberty except according to procedure established by law"*. It is submitted that the judgment of the Honourable Court has established that the privacy is a fundamental inalienable right, intrinsic to human dignity and liberty under article 21 of the constitution of India. It is submitted that the heinous act by the Respondent No. 3 i.e. Google Pay of accessing, storing and using the banking and Aadhar information without

the permission, knowledge, authorization and consent of the Respondent No. 1 UIDAI and Respondent No. 2 i.e. Reserve Bank of India is in violation of the Right to Privacy as enshrined under the aegis of the Article 21 of the Constitution of India.

Excerpts of the Judgement

CONCLUSION

Para 3

(A) Life and personal liberty are inalienable rights. These are rights which are inseparable from a dignified human existence. The dignity of the individual, equality between human beings and the quest for liberty are the foundational pillars of the Indian Constitution;

(B) Life and personal liberty are not creations of the Constitution. These rights are recognised by the Constitution as inhering in each individual as an intrinsic and inseparable part of the human element which dwells within;

(C) Privacy is a constitutionally protected right which emerges primarily from the guarantee of life and personal liberty in Article 21 of the Constitution. Elements of privacy also arise in varying contexts from the other facets of freedom and dignity recognised and guaranteed by the fundamental rights contained in Part III;

(D) Judicial recognition of the existence of a constitutional right of privacy is not an exercise in the nature of amending the Constitution nor is the Court embarking on a constitutional function of that nature which is entrusted to Parliament;

(E) Privacy is the constitutional core of human dignity. Privacy has both a normative and descriptive function. At a normative level privacy sub-serves those eternal values

upon which the guarantees of life, liberty and freedom are founded. At a descriptive level, privacy postulates a bundle of entitlements and interests which lie at the foundation of ordered liberty;

(F) Privacy includes at its core the preservation of personal intimacies, the sanctity of family life, marriage, procreation, the home and sexual orientation. Privacy also connotes a right to be left alone. Privacy safeguards individual autonomy and recognises the ability of the individual to control vital aspects of his or her life. Personal choices governing a way of life are intrinsic to privacy. Privacy protects heterogeneity and recognises the plurality and diversity of our culture. While the legitimate expectation of privacy may vary from the intimate zone to the private zone and from the private to the public arenas, it is important to underscore that privacy is not lost or surrendered merely because the individual is in a public place. Privacy attaches to the person since it is an essential facet of the dignity of the human being;

(G) This Court has not embarked upon an exhaustive enumeration or a catalogue of entitlements or interests comprised in the right to privacy. The Constitution must evolve with the felt necessities of time to meet the challenges thrown up in a democratic order governed by the rule of law. The meaning of the Constitution cannot be frozen on the perspectives present when it was adopted. Technological change has given rise to concerns which were not present seven decades ago and the rapid growth of technology may render obsolescent many notions of the present. Hence the interpretation of the Constitution must be resilient and flexible to allow future generations to adapt its content bearing in mind its basic or essential features;

(H) Like other rights which form part of the fundamental freedoms protected by Part III, including the right to life and personal liberty under Article 21, privacy is not an absolute right. A law which encroaches upon privacy will have to withstand the touchstone of permissible restrictions on fundamental rights. In the context of Article 21 an invasion of privacy must be justified on the basis of a law which stipulates a procedure which is fair, just and reasonable. The law must also be valid with reference to the encroachment on life and personal liberty under Article 21. An invasion of life or personal liberty must meet the three-fold requirement of (i) legality, which postulates the existence of law; (ii) need, defined in terms of a legitimate state aim; and (iii) proportionality which ensures a rational nexus between the objects and the means adopted to achieve them; and

(I) Privacy has both positive and negative content. The negative content restrains the state from committing an intrusion upon the life and personal liberty of a citizen. Its positive content imposes an obligation on the state to take all necessary measures to protect the privacy of the individual.

Para 5 Informational privacy is a facet of the right to privacy. The dangers to privacy in an age of information can originate not only from the state but from non-state actors as well. We commend to the Union Government the need to examine and put into place a robust regime for data protection. The creation of such a regime requires a careful and sensitive balance between individual interests and legitimate concerns of the state. The legitimate aims of the state would include for instance protecting national security, preventing and investigating crime, encouraging innovation and the spread of knowledge, and preventing the dissipation of social welfare benefits. These are

matters of policy to be considered by the Union government while designing a carefully structured regime for the protection of the data. Since the Union government has informed the Court that it has constituted a Committee chaired by Hon'ble Shri Justice B N Srikrishna, former Judge of this Court, for that purpose, the matter shall be dealt with appropriately by the Union government having due regard to what has been set out in this judgment.

20. It is respectfully submitted that the Petitioner craves to seek leave of the Honorable Court to kindly refer to the Section 23 and Section 24 of the Indian Contract Act 1872. The terms and conditions & contract of the Respondent No. 3 i.e. Google Pay is void ab initio by the virtue of the unlawful considerations which are forbidden by the law. It is submitted that the Respondent No. 3 i.e. Google Pay is not competent to get into the agreement with the public at large for being a facilitator of the payments transactions as it is not a registered and licensed entity by the Respondent No. 2 i.e. Reserve Bank of India under the aegis of Payments and Settlement Systems Act 2007 and Banking Regulations Act 1949.

21. It is submitted that aggrieved by the aforesaid act, the Petitioner is before the Hon'ble Court, inter-alia on the following grounds:-

a. BECAUSE – The Respondent No. 1 i.e. UIDAI and Respondent No. 2 i.e. Reserve Bank of India have not provided any consent, authorization, license and / or permission to collect, store and use the banking and Aadhar Information of the citizens to the Respondent No. 3 i.e. Google Pay.

b. BECAUSE - Respondent No. 3 i.e. Google Pay is operating in violation of the Aadhar Act 2016 as it is collecting, using and storing the Aadhar information of the Citizens without any consent, authorization, license and / or permission Respondent No. 1 i.e. UIDAI.

c. BECAUSE –The Respondent No. 1 i.e. UIDAI under the Aadhar Act 2016 and Respondent No. 2 i.e. Reserve Bank of India under Payments and Settlement Systems Act 2007 / Banking Regulations Act 1949 are the regulator and under the fiduciary responsibility to work according to the objects of the Act.

d. BECAUSE - Respondent No. 3 i.e. Google Pay being a private company is not empowered to collect, use and store Aadhar and Banking information of the citizens without being registered under the provisions as established by the law.

e. BECAUSE – The Respondent No. 3 i.e. Google Pay has been operating against the principles and objectives established by the law under the aegis of Aadhar Act 2016, Payments and Settlement Systems Act 2007 and Banking Regulations Act 1949.

22. It is respectfully submitted that by the virtue of the present petition, the following questions of law are being raised

a. Whether an unregistered and unlicensed entity under Payments and Settlement Systems Act 2007 and Banking Regulations Act 1949 by the Respondent No. 2 i.e. Reserve Bank of India can collect, store and use the Aadhar and Banking information of the citizens of India ?

b. Whether the Respondent No. 3 i.e. Google Pay can collect, store and use the Aadhar and Banking information of the citizens of India in violation of the Aadhar Act 2016, Payments and Settlement Systems Act 2007 and Banking Regulations Act 1949 ?

c. Whether the acts of the Respondent No. 3 i.e. Google Pay to collect, store and use the Aadhar and Banking information of the citizens of India in violation of the Right to Privacy of the

Citizens of India under the aegis of Article 21 of the Constitution of India ?

d. Whether the existence of the Respondent No. 3 i.e. Google Pay which are unregistered payments entity are ultra vires, against the legal objects and framework of the Aadhar Act 2013, Payments, Settlement Systems Act 2007 and Banking Regulations Act 1949 ?

e. Whether the actions of the Respondent No. 3 i.e. Google Pay to collect the banking and Aadhar details of the citizens is tantamount of violation of Section 38 and 43 of the Aadhar Act 2016?

23. It is submitted that the Petitioner craves before the Honourable Court kindly to consider the various representation made by the Petitioner before the Honourable Authorities against the impugned actions of the Respondent No. 3 i.e. Google Pay. The true copies of the representations made before the authorities are herewith annexed and marked as ANNEXURE P6.

24. It is submitted that the Petitioner craves before the Honourable Court for the complete justice under *plena et celeris justitia fiat partibus* for the protection of the rights.

25. It is submitted that the Petitioner craves before the Honourable Court for harshest punishment upon the Respondent No. 3 i.e. Google pay under the aegis of the legal maxim - *plena ad paucos, metus ad omnes perveniat.*

26. It is submitted that Petitioner has not filed any such or similar Petition in this Hon'ble Court or any other Court including high court or in the Hon'ble Supreme Court of India.

PRAYER

It is most respectfully, *Et Inde Petit Judicium,* in view of the facts and circumstances explained herein above, it is most respectfully prayed that this Hon'ble Court may be pleased to:

A. Kindly issue the writ of mandamus of any other writ that the Honourable Court deems justified upon the Respondent No. 1 UIDAI to initiate actions against the Respondent No. 3 i.e. Google Pay under the aegis of Section 29 Section 38 and Section 43 of the Aadhar Act 2016 for collecting, storing and using the Aadhar information of the citizens in the violation of objects of the Aadhar Act, 2016.

B. Kindly issue the writ of mandamus of any other writ that the Honourable Court deems justified upon the Respondent No. 1 UIDAI to issue appropriate directions under the aegis of Section 23A, Section 28, Section 29 of the Aadhar Act, 2016 for the protection of unauthorized access to the Aadhar information of the Citizens of India.

C. Kindly issue the writ of mandamus of any other writ that the Honourable Court deems justified upon the Respondent No. 1 UIDAI and Respondent No. 2 i.e. Reserve Bank of India to prevent unauthorized access of the Aadhar and Banking information of the citizens of India in the banking and financial system.

D. Any other order or directions as the Hon'ble Court may deem fit and proper in the facts and circumstances of the case be also passed in favor of the Petitioner or interest of justice.

FILED BY: PETITIONER-THROUGH ADVOCATE

DATE: 1st JANUARY 2021 ABHIJIT MISHRA

PLACE: NEW DELHI PETITIONER

THROUGH -

PAYAL BAHL
ADVOCATE
7, PRIYA ENCLAVE
NEW DELHI – 110092
MOBILE #09891578108
ABHI@ABHIMISHRA.IN

VERIFICATION:

VERIFIED at New Delhi on this 1st Day of January 2021 that the contents of the above affidavit are true and correct to the best of my knowledge and nothing material has been concealed there from.

DATE: 1st JANUARY 2021
PLACE: NEW DELHI

ABHIJIT MISHRA
PETITIONER

IN THE HIGH COURT OF DELHI AT NEW DELHI

EXTRAORDINARY ORIGINAL JURISDICTION

PUBLIC INTEREST LITIGATION

WRIT PETITION (CIVIL) NO. _____ OF 2021

IN THE MATTER OF

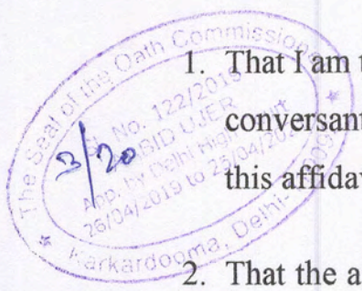
ABHIJIT MISHRA PETITIONER

VERSES

UIDAI AND OTHER'S RESPONDENTS

AFFIDAVIT

I, Abhijit Mishra s/o Shri. (Late) Om Prakash Mishra aged about 32 years r/o 7 Priya Enclave, Delhi- 110092 do hereby solemnly swear and sincerely affirm and state on oath as follows: -



1. That I am the Petitioner in the above-mentioned Writ Petition and am fully conversant with the facts of the case and as such I am competent to swear this affidavit.

2. That the accompanying Writ Petition is drafted by my counsel under my instruction and the contents of the same have been read over and understood by me, in my vernacular, which are true and correct to my knowledge.

3. That the Contents of the accompanying Writ Petition be read as Part and Parcel of this affidavit as the same are not being reproduced here for the sake of brevity and to avoid repetition.

DEPONENT

VERIFICATION:

VERIFIED at New Delhi on this 31 DEC 2020 Day of _____ that the contents of the above affidavit are true and correct to the best of my knowledge and nothing material has been concealed there from.

Self ENo. D/2850/08.

I identify the Deponent who has signed/put thumb impression in my presence

DEPONENT

The Seal of the Oath Commissioner
Sl. No. 122/2019
AABID UJER
App. by Delhi High Court
26/04/2019 to 25/04/2021
Karkardooma, Delhi-110092

CERTIFIED THAT THE DEPONENT
Shri/Smt./Km. Abhijit Mishra
S/o, W/o, D/o, Sh. O.P. Mishra
Identified by Shri/Smt. Self
has solemnly affirmed before me at Delhi
on 31 DEC 2020 at Sl. No. 3/20
that the contents of the affidavit which
have been read over & explained to him/her
are true & correct to his/her knowledge.

Oath Commissioner, Rohini Court, Delhi

31 DEC 2020

IN THE HIGH COURT OF DELHI AT NEW DELHI
EXTRAORDINARY ORIGINAL JURISDICTION
PUBLIC INTEREST LITIGATION
CIVIL MISCELLANEOUS APPLICATION NO. _____ OF 2021
IN WRIT PETITION (CIVIL) NO. _____ OF 2021
IN THE MATTER OF

ABHIJIT MISHRA PETITIONER

VERSES

UIDAI AND OTHER'S RESPONDENTS

AN APPLICATION UNDER SECTION 151 OF THE CODE OF CIVIL PROCEDURE 1908 FOR SEEKING WAIVER / EXEMPTION FILLING FROM FILING PAPERBOOK, SIGNATURE AND ALONG WITH EXECUTION OF OATH ETC.

MOST RESPECTFULLY SHOWETH:

1. It is submitted that Petitioner has filed the above-mentioned Writ Petition and the contents of the may also be read as part and Parcel of this application which are not being reproduced herein for the sake of brevity and avoiding prolixity.

2. It is respectfully submitted that the Writ Petitioner craves to the Honourable Court to kindly take in cognizance of the special circumstances and situation wherein there are not many facilities available for the purpose of oath as per Covid- 19 regulations of the accompanying Writ Petition / CM Application.

3. It is respectfully submitted that the Writ Petitioner though the learned counsel duly assures the Honourable Court of compliance of proper filing, physical paper book service to the counsel of the respondents and other procedure as per the rules and order of the Honourable High court of Delhi as soon as the lockdown is lifted by the appropriate Government.

4. It is respectfully submitted that the Petitioner craves to the Honourable Court to kindly take in cognizance of the special circumstances and situation wherein there is no facility available for Oath for the present rejoinder in the Writ Petition.

5. It is respectfully submitted that the Writ Petitioner shall suffer irreparable loss and injury if the exemption, from temporary compliance of proper filing, physical paper book service to the counsel of the respondents and other procedure as per the rules and order of the Honourable High court of Delhi, is not allowed in favor of the applicant.

6. It is respectfully submitted that the Writ Petitioner undertakes the responsibility to file the original paper-book along with other compliance as per the rules and regulations of the Honorable Court.

PRAYER:

It is, therefore prayed that this Hon'ble court may issue:

a) It is most humbly prayed that this Hon'ble court may be pleased to grant temporary exemption from service of the physical paper book service to the Honourable Counsel of the respondents and other procedure such as Oath of the Writ Petition, court fee etc. as per the rules and order of the Honourable High court of Delhi in the interest of Justice.

b) Any other or further order(s) which this Hon'ble court deems fit and Proper may also be passed under the facts and circumstances of the case in favor of the applicant and against the respondents.

FILED BY: PETITIONER-THROUGH ADVOCATE

DATE: 1st JANUARY 2021 ABHIJIT MISHRA

PLACE: NEW DELHI PETITIONER

THROUGH -

PAYAL BAHL
ADVOCATE
7, PRIYA ENCLAVE
NEW DELHI – 110092
MOBILE #09891578108
ABHI@ABHIMISHRA.IN

VERIFICATION:

VERIFIED at New Delhi on this 1st Day of January 2021 that the contents of the above affidavit are true and correct to the best of my knowledge and nothing material has been concealed there from.

DATE: 1st JANUARY 2021
PLACE: NEW DELHI

ABHIJIT MISHRA
PETITIONER

IN THE HIGH COURT OF DELHI AT NEW DELHI

EXTRAORDINARY ORIGINAL JURISDICTION

PUBLIC INTEREST LITIGATION

CIVIL MISCELLANEOUS APPLICATION NO. _____ OF 2021

IN WRIT PETITION (CIVIL) NO. _____ OF 2021

IN THE MATTER OF

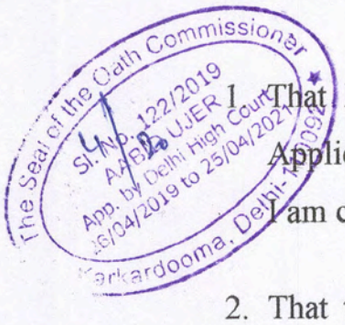
ABHIJIT MISHRA PETITIONER

VERSES

UIDAI AND OTHER'S RESPONDENTS

AFFIDAVIT

I, Abhijit Mishra s/o Shri. (Late) Om Prakash Mishra aged about 32 years r/o 7 Priya Enclave, Delhi- 110092 do hereby solemnly swear and sincerely affirm and state on oath as follows: -



1. That I am the Writ Petitioner in the above said Civil Miscellaneous Application and am fully conversant with the facts of the case and as such I am competent to swear this affidavit.

2. That the accompanying application for the waiver / exemption of the representations, appropriate court, signature and welfare fee etc. along with execution of oath has been drafted by my counsel under my instruction and the contents of the same have been read over and understood by me, in my vernacular, which are true and correct to my knowledge.

3. That the Contents of the accompanying application be read as Part and Parcel of this affidavit as the same are not being reproduced here for the sake of brevity and to avoid repetition.

DEPONENT

VERIFICATION:

VERIFIED at New Delhi on this 31 DEC 2020 Day of _____ that the contents of the above affidavit are true and correct to the best of my knowledge and nothing material has been concealed there from.

DEPONENT

I identify the Deponent who has signed/put thumb impression in my presence

CERTIFIED THAT THE DEPONENT
Shri/Smt./Km. Ashwani Mishra
S/o, W/o, D/o, Sh. O/P. Mishra
Identified by Shri/Smt. Self
has solemnly affirmed before me at Delhi
on 31 DEC 2020 at Sl. No. 21/20
that the contents of the affidavit which
have been read Over & explained to him/her
are true & correct to his/her/knowledge.

Oath Commissioner KKD Court, Delhi

31 DEC 2020

The Seal of the Oath Commissioner
Sl. No. 122/2019
AABID UJER
App. by Delhi High Court
26/04/2019 to 25/04/2021
Karkardooma, Delhi-110092

ANNEXURE P1

भारतीय रिज़र्व बैंक
RESERVE BANK OF INDIA
www.rbi.org.in

डीपीएसएस.सीओ.आरआईए.सं.**553**/01.06.600/2019-20

09 सितंबर 2019

RTI Portal
Shri Abhijit Mishra
7 Priya Enclave
Pin Code 110092
Delhi

महोदय,	Sir,
सूचना का अधिकार अधिनियम 2005 के अंतर्गत आवेदन - आरबीआईएनडी/आर/ 2019/53858	**Application under Right to Information Act, 2005 - RBIND/R/2019/53858**
कृपया सूचना का अधिकार अधिनियम, 2005 के अंतर्गत सूचना प्राप्त करने के लिए प्रस्तुत अपने दिनांक 11 अगस्त 2019 के आवेदन का संदर्भ लें।	Please refer to your application dated August 11, 2019 seeking certain information under the Right to Information Act, 2005.
2. संबंधित जानकारी अनुबंध में प्रस्तुत है।	2. The information is furnished in the Annex.
3. हम आपको सूचित करना चाहते हैं कि भारतीय रिज़र्व बैंक में प्रथम अपील अधिकारी का नाम, श्रीमती पार्वती वी सुंदरम, कार्यपालक निदेशक, भारतीय रिज़र्व बैंक, भुगतान और निपटान प्रणाली विभाग, 14 वीं मंजिल, केंद्रीय कार्यालय भवन, शहीद भगत सिंह मार्ग, फोर्ट, मुंबई-400001 हैं। उपर्युक्त उत्तर के संबंध में आप यदि कोई अपील करना चाहें तो उसे इस पत्र की प्राप्ति के 30 दिनों के भीतर प्रथम अपीलीय प्राधिकारी को भेज सकते हैं।	3. We would like to inform that the First Appellate Authority in Reserve Bank of India is Smt Parvathy V Sundaram, Executive Director, Reserve Bank of India, Department of Payment and Settlement Systems, 14th Floor, Central Office Building, Shahid Bhagat Singh Road, Fort, Mumbai - 400001. Appeal, if any, in respect of the above reply, should be preferred within 30 days to the First Appellate Authority.

भवदीय / Yours faithfully

वासुदेवन पी

(पी.वासुदेवन)
केंद्रीय जन सूचना अधिकारी / Central Public Information Officer
Encl: As above

भुगतान और निपटान प्रणाली विभाग, केंद्रीय कार्यालय, 14 वी मंजिल, केंद्रीय कार्यालय भवन,शहीद भगत सिंह मार्ग, फोर्ट, मुम्बई - 400001
फोनTel: (91-22) 2264 4995; फैक्सFax: (91-22) 22691557; ई-मेलe-mail : cgmdpssco@rbi.org.in
Department of Payment and Settlement Systems, Central Office, 14th Floor, Central Office Building, Shahid Bhagat Singh Marg, Fort, Mumbai - 400001

CERTIFIED TRUE COPY

PAYAL BAHL
ADVOCATE
SUPREME COURT OF INDIA

RBIND/R/2019/53858 **Annex**

Sr No.	Information Sought	Reply
1.	Has the Google Pay made an application under section 5 of the Payments and Settlement Systems Act as on 10 August 2019?	No.
2.	Has the Reserve Bank of India issues Show Cause Notice to the Google Pay for operating without registration under section 5 of the Payments and Settlement Systems Act as on 10 August 2019. If yes then please provide the copy of the show cause notice	No.
3.	Has the Reserve Bank of India initiated proceedings and actions against illegal and unauthorized operations of the Google Pay under section 26, 27 and 30 of the Payments and Settlement Systems Act as on 10 August 2019?	
4.	Has the Reserve Bank of India allowed and permitted Google Pay to store the banking transaction data of the citizens on its server as on 10 August 2019. If Yes then please provide the letter of permission	No.
5.	Has the Reserve Bank of India allowed and permitted Google Pay to collect Personal Identity Information such as AADHAR, PAN, Voter ID etc. as on 10 August 2019. If Yes then please provide the letter of permission	

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PAYAL BAHL
ADVOCATE
SUPREME COURT OF INDIA

6.	Has the Reserve Bank of India issued show cause notice to National Payments Corporation of India for allowing unauthorized access to UPI and BHIM platform and application to Google Pay as on 10 August 2019. If yes then please provide the copy of the show cause notice.	No.
7.	Has the Reserve Bank of India issued show cause notice to National Payments Corporation of India for allowing access of the banking transaction information though UPI and BHIM platform and application of the citizens to the Google Pay payment system and servers as on 10 August 2019? If yes then please provide the copy of the show cause notice.	
8.	Has the Reserve Bank of India conducted audit of the payment system and servers of the Google Pay where it is storing the Banking Transaction and Personal Identity information of the Citizens under section 16 of the Payments and Settlement Systems Act as on 10 August 2019? If yes then please provide the copy of the audit report	
9.	Has the Reserve Bank of India received any communication from Google Pay that all citizen banking transaction data and personal information are maintained in the servers located only in India as on 10 August 2019. If yes then please	No.

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PAYAL BAHL
ADVOCATE
SUPREME COURT OF INDIA

	provide the copy of the communication.	
10.	Has the Reserve Bank of India issued directions to the Google Pay under the provisions of Section 17 of the Payments and Settlement Systems Act as on 10 August 2019? If yes then please provide the copy of the same	

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PAYAL BAHL
ADVOCATE
SUPREME COURT OF INDIA

ANNEXURE P2

41

G Pay

ANNEXURE - P2 (COLLY)

GOOGLE PAY FOR BUSINESS PROGRAM TERMS OF SERVICE

Last Updated: 28 August 2018

1. INTRODUCTION

Applicable Terms. Google Pay for Business Program is a service provided by Google India Digital Services Private Limited with registered office at Unit 207, 2nd Floor Signature Tower-II Tower A, Sector 15 Part II Silokhera, Gurgaon, Haryana, India, 122001 ("**Google**"). By accessing, downloading or using the Google Pay for Business Program, you agree to comply with and be bound by the following:

1. the Google Terms of Service (the "**Universal Terms**");
2. this Google Pay for Business Program Terms of Services (the "Google Pay for Business Terms");
3. the Google Privacy Policy (the "**Privacy Policy**");
4. the Google Pay Brand Guidelines;
5. the Google Pay for Business Program Policies (the "**Google Pay Policies**") and
6. the Google API Terms (the "**API Terms**"); and
7. this Google Pay for Business Program Terms of Services (the "**Google Pay for Business Terms**");

These seven documents are collectively referred to herein as the "**Combined Google Pay for Business Terms.**" For purposes of these Combined Google Pay for Business Terms, "Google Pay" is a service that is provided by Google to users resident in India, and was previously named Tez.

Please read each of these Combined Google Pay for Business Terms carefully, starting with the Universal Terms as they contain important information about your legal rights, remedies and obligations. These Combined Google Pay for Business Terms constitute a legally binding agreement between you and Google governing your access to and use of the Google Pay for Business Program. If you do not understand these documents or do not accept any part of them, then you should not use the Google Pay for Business Program. You understand that services may be offered incrementally on Google Pay for Business Program, and that these Combined Google Pay for Business Terms may be applicable accordingly. You further understand and agree that Google reserves the right to update any of these Combined Google Pay terms from time to time. You must ensure that you keep yourself up-to-date and read the Combined Google Pay Terms at close intervals. If there is any conflict between these Google Pay for Business Terms and the Universal Terms, the Google Pay for Business Terms shall prevail.

You also understand and agree that Google reserves the right to use the services of its Google Group Companies to provide any of the Google Pay for Business Program services to you, on behalf of Google.

TRUE COPY ATTESTED PAYAL BAHL ADVOCATE SUPREME COURT OF INDIA

CERTIFIED TRUE COPY

PAYAL BAHL
ADVOCATE
SUPREME COURT OF INDIA

By accepting this Google Pay for Business ToS, you represent and warrant the following:

- You are 18 years of age or older; You are capable of entering into a legally binding agreement;
- You are (a) duly authorized to do business in India and enter into these Combined Google Pay for Business Terms and (b) the Program can only be used for businesses located in India.
- Your employees, officers, representatives, and other agents accessing the Program are duly authorized to access the Program and to legally bind you to these Combined Google Pay for Business Terms and all actions;

2. DEFINITIONS

Definitions Appearing in the Google Pay for Business Terms:

"**Applicable Law**" means all applicable laws, rules, regulations, guidelines, statutory or government notifications including Reserve Bank of India regulations and Payment Participant Rules.

"**Google Account**" means the account you create with Google or Group Companies for the use of Google services including the Google Pay for Business Program as defined in the Universal Terms.

"**Google Group Companies**" or "**Group Companies**" means Google's parent, its subsidiaries and associate companies, and the parent's ultimate holding company and its direct or indirect subsidiaries, including their associate companies.

"**Funding Account**" means a credit card, bank account through debit card, BHIM UPI account or net banking account, cash cards or e-wallet that is registered or used by the User to fund Payment Transactions.

"**Merchant**" means a person or entity who/which avails Google Pay for Business Program.

"**Payment Instrument**" means, including but not limited to, a credit card, debit card, bank account, or prepaid payment Instrument, including e-wallets and gift cards issued under the Applicable Law. Not all Payment Instruments may be eligible for use with all services under the Program.

"**Payments System Providers**" means banks, financial institutions, card associations, payment service providers and other payment system providers (as defined under the Payment and Settlement Systems Act, 2007), with whom Google has entered into an arrangement to facilitate Payment Transactions (as defined below) using Payment System Provider Services.

"**Payments System Provider Services**" means payment gateway system/interface/services provided to route payment instructions to Payments Participants for (i) Card or BHIM UPI based transactions; (ii) net banking facilities; (iii) provide authentication and authorization from issuers, card associations, National Payment Corporation of India and/or other third party clearinghouses; and/or (iv) provide settlement facilities in respect of Payment Transactions made by the Buyer.

"Payment Participants" means all the parties involved in the payment system including but not limited to payment aggregators, Payments System Providers, acquiring banks, partner banks, the issuer bank of the Merchant's Funding Account, the issuer bank of the User's bank account, the issuer of the Payment Instruments, card associations, National Payments Corporation of India, Reserve Bank of India, etc.

"Platform" means the Merchant's website, application, the Merchant's page/channel on Google Pay or any other internet or mobile presences of the Merchant.

"Settlement Amount" mean the amount to be settled to the Merchant with respect to products and services purchased by the Buyer using Program.

"Tax" means all applicable government imposed taxes, including applicable indirect taxes, arising out of sale of product / services by You. For the purposes of this definition Indirect Taxes shall mean goods and services tax, service tax, sales tax, use tax, value added tax or similar taxes as applicable to each sale transaction between you and the User.

"Google Pay for Business Program" or **"Program"** means the services provided under Google Pay for Business Program to facilitate Payment Transactions and other ancillary services as described in this Google Pay ToS.

"Google Pay APIs" means all APIs including the implementation of the Payment Request API by Google or Group Companies used by the Merchant during the course of availing the services under the Google Pay for Business Program.

"Transaction" or **"Payments Transaction"** means payment instruction placed using Google Pay by the User for purchase of products and/or services from the Merchant.

"UPI" means the Unified Payments Interface.

"User" / **"Buyer"** means a person/entity who makes payments for products and services purchased/availed from the Merchant using Google Pay.

"We" or **"us"** means Google.

"You", **"you"**, **"Your"**, **"your"** means a Merchant.

3. SCOPE OF THE Google Pay FOR BUSINESS PROGRAM

Google Pay is a payment solution application which facilitates Payment Transactions. Through Google Pay, Users may send payments to other Users, Merchants, billers or third parties using your BHIM UPI account, debit card, credit card and/or any other Payment Instruments accepted through Google Pay. Google Pay also provides a simple, fast and secure payment experience for Merchants. The Google Pay for Business Program enables Merchants to: (1) Accept payments through Google Pay for products and services purchased/availed of by a Buyer, (2) communicate with their Buyers through Google Pay, (3) send offers to Buyers that they can act on (e.g., "redeem," "save," etc.), and (4) link Buyers to you or your business website or business

application. You understand that Google reserves the right to offer certain services under the Google Pay for Business Program, selectively.

Payment Transactions or any communication/offer carried out through Google Pay for the sale of products and services are solely between you and the User. We are an intermediary creating a link between you and the Users in order to enable you to provide Google Pay as a payment option, to provide offers to Buyers, and to communicate with Buyers. You are solely responsible for your engagement with the User including, but not limited to any Payment Transactions, communication/offers made to Users, delivery of products and services and investigating and resolving disputes with your Buyers.

We do not provide settlement services to Merchants. You will require a Settlement bank account which is verified and registered with a Payment Participant in order to receive Settlement Amount through the services of such Payment Participants. Your contractual arrangement with the Payment Participant, the Payment Participant Rules and Applicable Laws will govern the manner of processing transactions, settlement process and dealing with disputes, chargeback and reversals. You are solely responsible for the establishment of agreements with the respective Payment Participant (and all fees, charges and expenses arising from that relationship) for processing Payment Transactions, receiving settlement and dealing with chargeback and other reversals related to the Payment Transaction.

You understand and agree to the following:

- Google is a facilitator of Transactions. Google is not a party to these Transactions. Google is not responsible to you, in any manner whatsoever, with respect to settlement of funds relating to the Transaction.
- Google is not and will not be responsible for any aspect of the products or services you sell.
- Google is not and will not be responsible for any communications or offers made by you to Buyer.
- Google is not a party to and will not be responsible for any disputes, chargebacks or reversals.
- Google is not responsible for the acts of Buyers, including if they do not complete a transaction.
- The facilitation of a Transaction does not guarantee that a Buyer has sufficient funds available in the Funding Account he or she used, that the transaction will be authorized or processed, or that the Transaction will not later result in a chargeback or other reversal.

The relationship between Google and you is on principal-to-principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, or master and servant, or employer and employee between us hereto or any affiliates or subsidiaries thereof. You shall not, whether expressed or implied, create any such duty or obligation on behalf of Google. Google has no connection or interest of whatsoever nature in your business or the products or services offered/marketed by you. Google provides the Program to you as an independent entity in accordance with these Combined Google Pay for Business Terms.

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4. SETTING UP YOUR Google Pay FOR BUSINESS PROGRAM

The information that you provide to Google during the registration process will be reviewed by Google. If you are approved, you will be registered with Google under the Google Pay for Business Program. Google's covenants with respect to the Program under these Combined Google Pay for Business Terms or otherwise is conditional upon Google's review and registration process. You warrant that all information provided by you to Google is true and accurate.

You must provide Google with all information and documents as may be required by Google from time to time. You should ensure that you keep all information provided to Google at the time of registration or any time thereafter up-to-date and accurate. You understand and acknowledge that Google reserves the right to withdraw its approval/consent at any time prior to or after commencement of the Google Pay for Business Program.

In addition, you may require a Google Account to register for the Google Pay for Business Program or to avail of certain services under Google Pay for Business Program.

5. USE OF Google Pay FOR BUSINESS PROGRAM

You must use the Google Pay for Business Program only in accordance with these Combined Google Pay for Business Terms, the Google Pay Brand Guidelines and Applicable Laws. In addition, the Program should only be used in connection with a Payment Transaction initiated by a User for a bona fide sale of your products or services. You may not use the Program to process a Payment Transaction, or otherwise transfer money between you and a Buyer, that does not directly result from that Buyer's purchase/use of a product or service.

The Program shall not be used: ① for illegal purposes, or in support of illegal activities; ② to promote or facilitate an unlawful transaction or the sale or exchange of any unlawful or prohibited products or services; ③ in connection with content or activities that are deceptive or fall under the Google Pay Policies or ④ in any way that falsely suggests that your business is endorsed by or associated with Google, or that is likely to damage or reduce Google's goodwill or reputation. Google reserves the right to cooperate with legal authorities and/or affected third parties in the investigation of any suspected wrongdoing.

You may not: (a) charge a different purchase price to different Buyers for the same products and/or services; (b) establish a minimum or maximum purchase amount that is different for different Buyers making a purchase through the Program; (c) require a Buyer to provide you with the account numbers of any credit card, debit card, or other payment instrument in addition to information provided through the Program; or (d) add any service surcharge that is specific to a Buyer making a purchase through the Program. In addition, Google Pay should not be used outside of India.

6. USE OF Google Pay APIs

The Google Pay APIs allows for the submission of content/information. You must ensure that all content and information submitted is true and accurate.

You are responsible for all information submitted and must verify the information prior to submission.

Google may remove or refuse to display submitted content. Google does not acquire any ownership of any intellectual property rights in the content that you submit to our APIs, except as expressly provided in these Combined Google Pay for Business Terms. By submitting, posting or displaying content to or from the APIs, you give Google a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, host, store, reproduce, adapt, modify, create derivative works, communicate, translate, publish, publicly perform, publicly display and distribute such content. You will indemnify, defend, and hold Google harmless from and against any third party claim arising from any content or data routed into the APIs by you.

In addition, to use the Google Pay APIs, you must comply with the API Terms that form a part of the Combined Google Pay for Business Terms.

7. USE OF BUYER INFORMATION

You are solely responsible for ensuring that your use of personal information of a Buyer ("**Buyer Information**"), complies with Applicable Laws, your agreements with your Payment Participants, your privacy policy, and any other applicable rules (e.g., Payment Participant Rules, as defined below). You may only use Buyer Information provided through the Program or Payment System Provider Services to process the then-current transaction and perform any post-transaction activities for that Transaction (e.g., chargeback), unless that Buyer has expressly consented to allow you to use his or her information for other purposes. For the avoidance of doubt, Buyer Information includes (i) any information that directly or indirectly identifies a natural person; or (ii) information that is not specifically about an identifiable individual but, when combined with other information, may directly or indirectly identify a natural person such as the Buyer's Funding Account or Payment Instrument information.

8. CONNECTIVITY AND INTEGRITY OF HOTLINK

You shall be responsible at your own expense, for providing and maintaining all necessary equipment, software and facilities required to integrate with the Program.

You shall take all such precautions and measures to ensure that there is no breach of security and the integrity of the link between you, the Program and/or the Payment System Provider Services ("**Hotlink**") is maintained and shall ensure that Users upon accessing the Hotlink are properly re-directed to Google Pay. In addition to the above, you shall also comply with security practices and procedures as prescribed under Applicable Laws. Any loss incurred to the User or Google as a result of the Hotlink being breached due to improper security on your part or someone acting on your behalf or on your platform, shall be borne solely by you and you agree to indemnify, defend and hold harmless Google from any claims, actions, damages or losses arising out or in relation thereto.

Without prejudice to the generality of the aforesaid, you shall routinely and at such time intervals as may be specified by Google check the integrity of the

Hotlink and provide such reports and/or conduct such tests as may be required by Google from time to time.

9. DATA SECURITY

Safeguards. At all times that you (or those acting on your behalf) have access to Google or its Group Companies' confidential information (which includes, for purposes of these Combined Google Pay for Business Terms, the Buyer Information) ("**Confidential Information**"), you (and those acting on your behalf) will maintain reasonable administrative, technical and physical controls designed to ensure the privacy, security, and confidentiality of that information. These controls will meet or exceed relevant industry standards and limit the collection, storage, disclosure, use of, or access to Buyer Information solely to personnel and for purposes authorized by these Combined Google Pay for Business Terms. These controls will be appropriate to your role, operations and exposure to Buyer Information under these Combined Google Pay for Business Terms. You will ensure that anyone acting on your behalf is subject to these controls or otherwise provides equivalent or greater protections for the security and privacy of Buyer Information. At any time upon Google's request, you will cooperate with Google's reasonable efforts to assess the adequacy of these controls and the controls of anyone acting on your behalf.

Access Controls. You and those acting on your behalf will: (a) maintain reasonable controls to ensure that only individuals who have a legitimate need to access Google confidential information under the Terms will have such access; (b) promptly terminate an individual's access to Google confidential information when such access is no longer required for performance under the Terms; and (c) be responsible for any unauthorized access to Google Confidential Information under your custody or control.

Data Protection. To the extent that you access, use or otherwise process Confidential Information, you will:

- comply with all privacy, data security, and data protection laws, directives, regulations, and rules in any jurisdiction applicable to you;
- use or otherwise access Confidential Information only for purposes which are consistent with Applicable Laws and the consent obtained from the individual to whom the Confidential Information relates or as expressly permitted in these Combined Google Pay for Business Terms; and
- implement appropriate organizational and technical measures to protect Confidential Information against loss, misuse, and unauthorized access, disclosure, alteration and destruction.

You will regularly monitor your adherence to this obligation and immediately notify Google in writing if you determine that you can no longer, or there is a significant risk that you can no longer, meet the obligation in this subsection and either cease processing or immediately take other reasonable and appropriate steps to remediate such failure to provide adequate level of protection.

Security Incident Response Program. You will maintain a reasonable incident response program to respond to Security Incidents. If you have reason to believe that a Security Incident has occurred, you will promptly contact Google

using this link and provide a complete description of the details known about the Security Incident. "**Security Incident**" means an actual or reasonably likely loss of or unauthorized disclosure, access, or use of Google confidential information, developer/merchant account with Google or the User's Google Pay account, your's or User's personal data or any data relevant to use of Google Pay.

10. TAXES

The reporting and payment of any applicable taxes, fees and duties arising from the use of the Program is your responsibility. You hereby agree to comply with any and all Applicable Laws related to taxes in connection with your use of the Program. You are solely responsible for all Taxes arising as a result of sale of goods / services to the Users, including without limitation, the reporting and payment of all Taxes arising as a result of sale of goods and services to the Users.

11. PAYMENT PARTICIPANTS AND THIRD PARTY PROVIDERS

Communications with Payment Participants. By electing to use Google Pay, you authorize Google to communicate with the Payment Participants or any Third Party Provider to provide or obtain any information for the purpose of processing Transaction or providing the Program.

Compliance with Payment Participants' Rules. As you will be using Payment Participants' services, you consent and agree to comply with the rules, guidelines, directions, instructions, requests, etc. ("**Payment Participant Rules**") issued by the respective Payment Participants from time to time. You acknowledge and agree that you are responsible for keeping yourself up-to-date and compliant with all such Payment Participant Rules. If you fail to comply with the obligations imposed on you by Google or the Payment Participants, we may suspend or terminate your use of the Program. For the avoidance of doubt, the Payment Participant Rules are between you and the respective Payment Participant. Google is not liable for any actions or inactions of such Payment Participants.

Google's Use of Third Party Providers. Google may also use third party providers to provide Program or other products and services. ("**Third Party Providers**"). In order to use these products or services, you may be required to agree to additional terms and conditions from such Third Party Providers, and may be subject to additional requirements of the Third Party Provider. You agree that Third Party Provider terms may be additionally applicable. You agree to review and accept the said Third Party Provider Terms as may be relevant to you. Google shall not be responsible for any compliance of the said terms either by you or by the Third Party Provider, nor for any action or inaction of such Third Party.

12. FEES

Payment Participants or Third-Party Fees. You may incur access or data fees from the Payment Participants or Third Party Providers in connection with your use of Program. You are responsible for all such fees.

Google Fees. Fees may be applied to certain services provided under the Google Pay for Business Program. You will be notified of any fees that may apply and the manner in which the fee should be paid. Fees may be determined by Google in its sole discretion. Such fees charged will be exclusive of all applicable Taxes, which Google will charge in addition to fees.

13. OFFERS

You may send offers for your products and services to Google Pay Users through Google Pay. All offers must be routed through the Google Pay for Business offers process. Such offers are between you and the User, and Google is not a party to the offer and is not responsible for any of the offers.

You must fulfill all offers made to Users using the Program. If there are any terms and conditions attached to the offer the same should be provided to the Users at the time of making the offer. The offer and related terms and conditions must be in compliance with the Combined Google Pay for Business Terms. In addition, you must inform Google, in the manner provided by Google, when a Google Pay User redeems one of the offers that you sent through Google Pay.

Google may suspend, remove or refuse to display any offer which may not be in compliance with its internal review process or in the event of any complaints by the User. Google also reserves the right to determine whether or not to display an offer to a user based on Google's determination of the offer's relevance to the User. In addition, Google reserves the right to suspend or terminate your use of Program in the event that you make offers that are not compliant with these Combined Google Pay Terms including the Google Pay Policies.

14. BILL PAYMENT

In the event that you are providing bill payment services, it is your responsibility to ensure that all billing information provided is true and accurate. You must ensure that the User is aware of the due date, late fee and any additional charges. The User should have access to complete details regarding the bill amount including any taxes, service charge or other fee charged.

You expressly authorize us to facilitate bill payments due to You by your customers through the Google Pay platform including by using the services of your respective Payment Participants. You further authorize us to store, use, access and display the bill payment account information, on your behalf for the purpose of providing bill payment collection services to the User. You understand and agree that your bill payment account information may be shared with Payment Participants for the purpose of offering this billing service to you and the User. You warrant and represent that you have obtained all permissions/consents from the User and biller (if you are not the end biller) in this respect.

You understand that the date of Payment Transaction shall be deemed to be the payment date irrespective of the date of receipt of payment in your Settlement Account by your Payment Participant. You must ensure that a receipt for the Payment Transaction has been provided to the User.

In the event of User complaints, you must resolve such complaints promptly. Google will not be responsible for the same. In the event that Google requires your assistance in providing information to the User, you will promptly provide assistance to resolve User disputes or queries.

15. COMMUNICATION PLATFORM

You are able to send messages via Google Pay. You are solely responsible for any communication made by you with the User through Google Pay. Google just provides the platform for you to communicate with the Users ("**Communication Platform**") and is not responsible for any conversation between you and the Users. You must ensure that no illegal, unlawful or unauthorised communication is delivered through Google Pay. The content of the communication must comply with these Combined Google Pay for Business Terms and in particular, the Google Pay Policies. You agree not to make any offers, promotions or advertisements to Users directly through the Communication Platform, and agree that all offers must be routed through the Google Pay for Business offers process. Google reserves the right to suspend or terminate your use of Program, in whole or in part, in the event of any communication that is not in compliance with these Combined Google Pay for Business Terms.

16. LINKING BUYERS TO YOUR BUSINESS, AND/OR PLATFORM

The Google Pay for Business Program also provides features to allow you to link your business and/or Platform to Google Pay. Your Business, Platform and any content therewith must comply with these Combined Google Pay for Business Terms and in particular, Google Pay for Business Program Policies. You must only do Business that you are authorized to conduct. You should not misrepresent your identity or provide/host any content that is misleading, inappropriate or illegal. Google will not be responsible for your business or Platform or any content or image therewith.

17. RIGHTS AND RESTRICTIONS

Limitations on the Use of Program. We may establish general practices and limits concerning use of Google Pay, including without limitation individual or aggregate transaction limits on the number of transactions during any specified time period(s). We reserve the right to change, suspend or discontinue any aspect of Program at any time, including hours of operation or availability of the Program or any Program feature, without notice and without liability. We also reserve the right to impose limits on certain features or restrict access to parts or all of the services under the Program without notice and without liability. We may decline to process any Payment Transaction without prior notice to you or the User. We also reserve the right to automatically block any communication received by a User from a non-Google Pay account sent by you to the User, including any payment requests, that We deem to be spam or a fraudulent communication or which does not comply with these Combined Tex for Business Terms.

We do not warrant that the functions contained in Google Pay will be uninterrupted or error free, and we shall not be responsible for any service interruptions (including, but not limited to, power outages, system failures or

other interruptions that may affect the receipt, processing, acceptance, completion or settlement of payment transactions).

Transaction Limits. Each Transaction is subject to minimum and maximum Transaction limits that may be set by Google, a User, and by the Payment Participants. In addition, Google and the Payment Participants may also reject/suspend Transactions (in whole or in part) based on Google or Payment Participant policies and assessment.

Risk Monitoring: Fraudulent, Unusual or Suspicious Transactions. We may monitor Transactions for high-risk practices or for fraudulent transactions. We may also engage Third Party Providers to assist in these efforts and other elements of Program. If we determine that you are receiving an excessive amount of complaints, chargebacks or refunds, we may establish controls or conditions governing your use of the Program. In addition, if we have reason to believe that there is suspicious or unusual activity being carried out by you, the Users or any third party , we may temporarily or permanently suspend your use of the Program.

We and/or the Payment Participants may reject a Transaction for various reasons, including but not limited to risk management, suspicion of fraud, non-compliance with Combined Google Pay for Business Terms, use of compromised or blacklisted cards or BHIM UPI accounts, Google Accounts on Google Pay, chargebacks/complaints or for other reasons as prescribed in the Payment Participant Rules. In the event that a Transaction is rejected or is unable to be completed, we will either transfer the funds back to the User's Funding Account or will handle the funds in accordance with Applicable Laws or Payment Participants Rules.

Your use of or access to the Program may be suspended or terminated till such time as Google or the respective Payment Participant deems fit, if:

1. Google or the respective Payment Participant have reasons to believe that you, the User or a third party has committed fraud or violates any law or legal requirement, or have assisted or aided in the commission of any such act;
2. you are deemed to be a high risk merchant, as per Google's internal risk policies which may include excessive Chargebacks; refunds, disputes or complaints.
3. for any other reasonable reasons.

In addition, we may take any such action as may be required by a statutory or governmental authority or as may be mandated by the respective Payment Participant.

18. DISPUTES, CHARGEBACKS AND REFUNDS

All payments with respect to refunds and chargebacks shall be solely your responsibility and Google shall not be liable for any claims, disputes and penalties which may arise in connection with such disputes, refunds or Chargebacks to you or the User. You shall indemnify Google in respect of any claims, disputes, penalties, costs and expenses arising directly or indirectly in relation to disputes, refunds or chargebacks for all Transactions made using Google Pay.

Disputes or Complaints. In the event of a dispute or complaint relating to your use of the Google Pay for Business Program or any Transactions made through Google Pay including chargeback disputes, Google reserves the right to ask you for documentation/information or assistance relating to the matter under dispute or relating to the complaint(s). Upon request you should provide all documentation/information and any other assistance reasonably required, for Google to investigate and/or defend such claims.

Chargebacks. The Payment Participant Rules and/or your contractual arrangement with your Payment Participant will govern the manner in which chargebacks will be dealt with.

Refund and Cancellation. You are responsible for refunds and cancellations. You should maintain a fair refund, cancellation or adjustment policy in accordance to the products or services offered. You must disclose your return or cancellation policy to Buyers prior to them transacting with You. Please be aware, that if your refund policy prohibits refunds/returns or is unsatisfactory to the User, you may still receive a chargeback relating to such sales.

19. DELIVERY

You shall ensure delivery of the products, services or receipt (in case the services have already been availed) upon receipt of Transaction confirmation and verification of the Transaction confirmation with your respective Payment Participant. You understand that Google is an intermediary passing on the Transactions confirmation details received from the Payment System Providers and will not be responsible for any inaccuracy of Transaction confirmation. It is your responsibility to confirm and verify the Transaction with your Payment Participant.

You shall duly fulfill all Transactions made for purchase of products and services offered by you in accordance with these Combined Google Pay for Business Terms, the terms and conditions intimated to the User prior to making the Transaction and instructions of the User. You undertake to ensure that the Delivery is done as per specifications of the User on or before the delivery due date provided to the Buyer. If you are unable to deliver the whole or any part of the Transaction within the delivery due date, you shall forthwith inform the User and take immediate action to refund the payment amount in whole or in part as per the User's instructions.

All risks associated with the Delivery shall be borne solely by you and not Google. Any and all disputes regarding quality, merchantability, non-Delivery, delay in Delivery or otherwise shall be resolved directly between you and the User without making Google a party to such disputes.

You shall maintain Proof of Delivery with respect to each Transaction for a period of at least one (1) year from the date of Delivery. Notwithstanding any other Clause of this Agreement, you understand that Google reserves the right to call for Proof of Delivery, at any time with respect to any Transaction.

20. BUYER SUPPORT

All Buyer service issues relating to the Transaction and products and services offered for sale by you including, but not limited to purchase price, order

fulfillment, order cancellation, returns, refunds and adjustments, rebates, functionality and warranty, technical support and feedback concerning experiences with your personnels, policies or processes, are solely your responsibility. In performing Buyer service, you will always present yourself as a separate entity from Google.

You shall provide Buyer support during all business days and business hours. Such support shall include appropriate notice to Users of means of contacting you including email address and/or telephone number, in the event the User has questions/queries regarding the nature or quality of the products/services and the procedures for resolving disputes.

21. YOUR RESPONSIBILITIES

In addition to any obligations or responsibilities detailed in other parts of the Combined Google Pay for Business Terms, you hereby declare, assure, undertake and covenant as under:

1. You are solely liable for quality, efficacy and merchantability of the products and services.
2. You will ensure that policies such as an appropriate cancellation policy, refund policy, privacy policies, disclosures/disclaimers, terms of use pertaining to the use of your platform and the purchase of products and services offered by you, including payment terms, are displayed conspicuously on your platform or provided to the Buyers prior to their use of your Platform or their purchase of your products and services. You shall, prior to accepting any payment instructions from the Buyer, ensure that the Buyer accepts all applicable terms and conditions.
3. You have the marketable and legal right and title to sell products and services offered by You to Users via this Program.
4. In the event any Buyer complains or is dissatisfied with any of your products or services, you will take such measures as may be required to resolve any issues promptly and at Your sole cost and expense.
5. You will ensure that the best service standards in the industry are adopted and shall ensure delivery of all products or services to the Users in accordance with the highest standards.
6. You agree to put up such notices, disclaimers or warranties as may be required by Google and/or the Payment Participant and you shall comply with such request.
7. You are solely responsible for the accuracy of all information and/or validity of the prices and any other charges and/or other information provided to the Buyer, whether through your platform or through the Program including relating to the products and services offered by you.
8. You will, in writing, inform Google of any changes in the information provided by you to Google, including change in your constitution or a change in the current addresses of each office, within thirty (30) days of such change having taken place.
9. You will not engage in activities that harm the business and/or brand of Google, Users or Third Parties.
10. You will use the Google Pay for Business Program only in accordance with these Combined Google Pay for Business Terms (including, without limitation, the Google Pay Policies and the Google Pay Brand Guidelines) and Applicable Laws including the Payment Participant Rules.
11. You will maintain and run your Platform or any communication/offer to the Users as a part of your business and shall ensure that your Platform or any communication to Users does not contain libelous, defamatory, obscene, pornographic or profane material or any instructions that may cause harm to Google, User or third party.

You understand that the obligations or responsibilities detailed in other parts of these Combined Google Pay for Business Terms shall form a part of this clause and you hereby agree, undertake and covenant to comply with them.

22. USE AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

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SUPREME COURT OF INDIA

The Program and the services thereunder are protected by copyright, trademarks, patents, trade secret and/or other intellectual property laws. Google LLC owns the title, copyright and other worldwide intellectual property rights in the Program and all copies of the Program. These Combined Google Pay for Business Terms do not grant you any rights to the intellectual property rights in the Program.

We, as an authorised licensee, sub-license to you a personal, limited, non-exclusive, revocable, non-transferable license, without the right to sublicense or assign, to electronically access and use the Program for the purposes mentioned in these Combined Google Pay for Business Terms.

In addition, you must comply with the Google Brand Use Guidelines and the Google Pay Brand Guidelines. Under the "Attribution" heading in Section 6 of the API Terms: the sentence "In using Google's Brand Features, you must follow the Google Brand Features Use Guidelines" will be deleted and replaced by the following: "In using Google's Brand Features, you must follow the Google Brand Use Guidelines and the Google Pay Brand Guidelines."

You hereby grant Google the right to use, display and reproduce your name, brand name, logo, wordmark, trademark and service marks ("**Marks**") on a non-exclusive, royalty-free basis, in connection with the sales, marketing and advertising of the Program or your products, services, or for other marketing and promotional purposes. You release Google from all liability relating to the publication or use of the Marks for such purpose. You confirm that you have the requisite right to use the said Marks and to grant Google permission to use such Marks as stated herein.

Nothing contained herein shall authorize the Parties to use, apply, invade or in any manner exploit or infringe the intellectual property rights of the other Parties or their affiliates without the prior written consent of the other Party. In addition, the Parties warrant and represent that they will not infringe the rights of any third party while providing their respective services.

You may not do or permit any third party to do any of the following:

1. access or monitor any material or information on any Google system using any manual process or robot, spider, scraper, or other automated means unless you have separately executed a written agreement with us;
2. copy, reproduce, alter, modify, dismantle, create derivative works, publicly display, republish, upload, post, transmit, resell or distribute in any way software application, material or information from Google;
3. allow unauthorized use of or access to the Program or software application;
4. permit any third party to use and benefit from Google services via a rental, lease, timesharing, service bureau or other arrangement;
5. transfer any rights granted to you under these Combined Google Pay for Business Terms;
6. violate the restrictions in any robot exclusion headers on the Program, work around, bypass, or circumvent any of the technical limitations of the Program, use any tool to enable features or functionalities that are otherwise disabled in the Program, or decompile, disassemble, decode or attempt to decode or reverse engineer the Program/software application or to in any way override or break down any protection system integrated into the Program;
7. perform or attempt to perform any actions that would interfere with the proper working of the Program, prevent access to or use of the Program by our other users, or impose an unreasonable or disproportionately large load on our infrastructure;

8. adapt, modify, transform or rearrange the Program or software for any reason including to create a new software program or derivative software program; or

9. otherwise use the Program except as expressly allowed under these Combined Google Pay for Business Terms.

23. COMMUNICATION AND PRIVACY POLICY

Communication

We or our affiliates may, on our own or through third parties, send you e-mails, SMS, or such other means of communication, to: (i) provide you with the Google Pay for Business Program or any other product and services, (ii) advertise Google Pay for Business Program, other Google services or our Third Party Providers' services, (iii) promote new products and activities, or (iv) to obtain your invaluable feedback. In order to serve you better, we may also send you surveys to understand: (i) your experience with the Program, and/or (ii) your needs and requirements. You hereby explicitly consent to the receipt of such emails, SMS or other forms of communication, explicitly overriding your registration to the Do Not Call Register, if any.

You may choose to, or We or our Group Companies may invite you to, submit comments or ideas about the Program, including without limitation about how to improve the Program or our services or products. By submitting any idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place us under any fiduciary or other obligation, and that We are free to use the idea without any additional compensation to you, and/or to disclose the idea on a non-confidential basis or otherwise to anyone.

Privacy

In order to access or use the Program, you may provide information about yourself such as your name and address along with other information and/or documentation that may assist us in identifying you. In addition you may also provide information with respect to Buyers or third parties.

In addition to other clauses in the Combined Google Pay for Business Terms, you agree and consent that we or our Group Companies may collect, store, use and/or disclose your personal data and communications made through Google Pay, in accordance with applicable laws and our privacy policy, including for the following purposes:

- providing you with services under the Google Pay for Business Program;
- advertising and promotional purposes, without additional compensation (for instance, we may use your name and image in our advertisements or promotional material);
- sending you information relating to Google's or its Group Companies products and services, including updates on our latest promotions and new products and services;
- sending you information relating to selected third parties' products and services, such as updates on their latest promotions and their new products and services;
- investigating or resolving any product or Google Pay Service related concerns including complaints;

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- providing you with information sent by our partners on their products and services;
- obtaining your invaluable feedback.

You hereby expressly consent to and permit Google or its Group Companies to collect, store and share such information including but not limited to your or the Users personal information such as your name, address, Google Account or Payment instrument details, all transactions carried out through Google Pay or information with respect to third parties including bank account or Aadhaar details for the purposes mentioned in the Combined Google Pay for Business Terms. Google Pay does not support the Pay to Aadhaar feature, though it may do so in the future with notice to you and in accordance with applicable laws.

You understand and agree that the information we collect, including information obtained from third parties, is shared between Google and its Group Companies. In addition, you understand and agree that we may share information including personal information provided by you with Payment Participants for the purposes of providing services under the Program or processing your Transactions.

If you choose to delete or wipe-out any information or data related to the Program or your Google Account or you choose to terminate the use of your Google Account or the Program, you understand that we may still retain, use and/or disclose such information/data for legal reasons and as permitted by law. Such legal reasons include but are not limited to:

- meeting any applicable law, regulation, legal process or enforceable governmental request.
- enforcing applicable Combined Google Pay for Business Terms, including investigation of potential violations.
- detecting, preventing, or otherwise addressing fraud, security or technical issues.
- protecting against harm to the rights, property or safety of Google, our users or the public as required or permitted by law."

The Google Privacy Policy explains how we treat your personal data and protect your privacy when using Google Pay.

24. THIRD PARTY ACCOUNTABILITY

You will be held responsible and accountable for any activity by third parties, using your accounts in a manner that violates these Combined Google Pay for Business Terms.

25. INDEMNIFICATION

You agree to indemnify, defend and hold harmless Google, Group Companies, the Payments Participants and their directors, officers, owners, agents, co-branders or other partners, employees, information providers, licensors, licensees, consultants, contractors and other applicable third parties (collectively "Indemnified Parties") from and against any and all claims, demands, causes of action, debt or liability, including reasonable attorneys fees, including without limitation attorneys fees and costs incurred by the Indemnified Parties arising out of, related to, or which may arise from

(a) your use of the Program;

(b) any breach or non-compliance by you of any term of these Combined Google Pay for Business Program.

(c) any dispute or litigation caused by your actions or omissions; or

(d) your negligence or violation or alleged violation of any applicable law or rights of a third party.

26. DISCLAIMER

THE PROGRAM, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS, AND INFORMATION MADE AVAILABLE ON, PROVIDED IN CONNECTION WITH OR ACCESSIBLE THROUGH THE SERVICES UNDER THE PROGRAM, ARE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, GOOGLE, GROUP COMPANIES, AND THEIR AGENTS, CO-BRANDERS OR OTHER PARTNERS, INCLUDING BUT NOT LIMITED TO, DEVICE MANUFACTURERS (COLLECTIVELY, "GOOGLE PARTIES"), MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER FOR THE PROGRAM OR THE CONTENT, MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE PROGRAM, OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE PROGRAM. EACH GOOGLE PARTY DISCLAIMS WITHOUT LIMITATION, ANY WARRANTY OF ANY KIND WITH RESPECT TO THE PROGRAM, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. GOOGLE DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE. GOOGLE SHALL NOT BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING, BUT NOT LIMITED TO, SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION OR SETTLEMENT OF PAYMENT TRANSACTIONS, P2P PAYMENTS OR ANY OTHER PART OF THE PROGRAM OR SERVICES THEREUNDER.

THE GOOGLE PARTIES ARE NOT RESPONSIBLE FOR THE ACCURACY OF ANY PAYMENT INSTRUMENT, INCLUDING, WITHOUT LIMITATION, WHETHER SUCH INFORMATION IS CURRENT AND UP-TO-DATE. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT SUCH INFORMATION IS REPORTED BY THE ISSUER AS OF A PARTICULAR TIME ESTABLISHED BY THE ISSUER AND MAY NOT ACCURATELY REFLECT YOUR CURRENT TRANSACTIONS, AVAILABLE BALANCE, OR OTHER ACCOUNT OR PROGRAM DETAILS AT THE TIME THEY ARE DISPLAYED TO YOU THROUGH THE PROGRAM OR AT THE TIME YOU MAKE A PURCHASE OR REDEMPTION. YOU MAY INCUR FEES, SUCH AS OVERDRAFT FEES OR OTHER CHARGES AS A RESULT OF SUCH TRANSACTIONS, PER YOUR AGREEMENT WITH YOUR ISSUER, OR YOUR ATTEMPT TO MAKE A PURCHASE OR REDEMPTION MAY NOT BE SUCCESSFUL.

27. LIMITATION OF LIABILITY; FORCE MAJEURE

IN NO EVENT SHALL GOOGLE OR GROUP COMPANIES BE RESPONSIBLE OR LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CIRCUMSTANCES FOR

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ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY, DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES WHICH MAY BE INCURRED IN CONNECTION WITH ANY GOOGLE PARTY OR THE PROGRAM , OR ANY GOODS, SERVICES, OR INFORMATION PURCHASED, RECEIVED, SOLD, OR PAID FOR BY WAY OF THE PROGRAM, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF THE GOOGLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. IN NO EVENT SHALL THE GOOGLE PARTIES' TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATING TO THESE COMBINED Google Pay FOR BUSINESS TERMS EXCEED THE NET FEES GOOGLE HAS ACTUALLY RECEIVED AND RETAINED FROM VALID PAYMENT TRANSACTIONS DURING THE THREE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM.

Nothing in this Google Pay for Business Terms is intended to exclude or limit the liability of any party for (i) death or personal injury; (ii) fraud; (iii) fraudulent misrepresentation; or (iv) any liability that cannot be excluded or limited by law.

You and Google acknowledge that each party has entered into these Combined Google Pay for Business Terms relying on the limitations of liability stated herein and that those limitations are an essential basis of the bargain between the Parties. In addition to and without limiting any of the foregoing, no Google Party shall have any liability for any failure or delay resulting from any condition beyond the reasonable control of such party, including but not limited to governmental action or acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures and Internet disturbances.

28. TERMINATION AND SUSPENSION

We reserve the right, in our sole and absolute discretion, to suspend or terminate your use of one or more Google Pay for Business Program, without liability to you or any third party, for any reason, including without limitation, violation of the Combined Google Pay for Business Terms we may establish from time to time.

29. GOVERNING LAW; JURISDICTION

The Combined Google Pay for Business Terms will be governed by and construed in accordance with the laws of India. You agree that any legal action or proceedings arising out of the aforementioned documents may be brought exclusively in the competent courts/tribunals having jurisdiction in New Delhi, India and irrevocably submit themselves to the jurisdiction of such courts/tribunals. You understand that We may need to share information that you provided on Google Pay in order to satisfy applicable law, regulation, legal process or an enforceable governmental request.

30. MODIFICATION OF THE GOOGLE PAY FOR BUSINESS PROGRAM OR THESE COMBINED GOOGLE PAY FOR BUSINESS TERMS

We have the right, in our sole and absolute discretion, to change, modify, or amend any portion of the Google Pay for Business Program/Services and these Combined Google Pay for Business Terms at any time. The changes will become effective, and shall be deemed accepted by you, after the initial

posting and shall apply on a going-forward basis with respect to transactions initiated after the posting date. In the event that you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Program.

In addition, we reserve the right at any time to modify or discontinue, temporarily or permanently, the Google Pay for Business Program, Google Pay application or any services thereunder in whole or in part, with or without notice. We may also change the Program, including applicable fees, in our sole discretion. If you do not agree to the changes, you may stop using the Program. Your use of the Program, after implementation of the change(s) will constitute your agreement to such change(s). You agree that we shall not be liable to you or to any third party for any modification, suspensions, or discontinuance of any part of the Program.

31. ENGLISH LANGUAGE CONTROLS

Any translation of these Combined Google Pay for Business Terms is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

32. ASSIGNMENT

These Combined Google Pay for Business Terms and any rights and licenses granted hereunder, may not be transferred or assigned by you. We may assign, in whole or in part, the benefits or obligations of this Agreement. We will provide an intimation of such assignment to you, which will be binding on the parties to these Combined Google Pay for Business Terms.

33. WAIVER

Unless otherwise expressly stated in this Agreement, the failure to exercise or delay in exercising a right or remedy under the Combined Google Pay for Business Terms will not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy under the Combined Google Pay for Business Terms will prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

34. SURVIVAL OF PROVISIONS

The provisions of the Combined Google Pay for Business Terms, which by their nature and content are intended to survive the performance hereof by any or all parties hereto will so survive the completion and termination of this Agreement.

35. SEVERABILITY

If any provision of the Combined Google Pay for Business Terms is or becomes, in whole or in part, invalid or unenforceable but would be valid or enforceable if some part of that provision was deleted, that provision will apply with such deletions as may be necessary to make it valid. If any court or tribunal

of competent jurisdiction holds any of the provisions of the Combined Google Pay for Business Terms unlawful or otherwise ineffective, the remainder of the Combined Google Pay for Business Terms will remain in full force and the unlawful or otherwise ineffective provision will be substituted by a new provision reflecting the intent of the provision so substituted.

G Pay

Help Centre
About
Privacy

Terms
For business
Blog

Help

Your account

English (India)

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Google India Blog

News and Notes from Google India

Google Pay —the next step in the Tez journey

August 28, 2018

Last September we launched Tez, a digital payments app made for India. In just under a year, Tez has found a place in the lives for more than **22 million** people and businesses who use it every month. People from over **300,000** suburbs, towns, and villages are using it to pay their electrician, book bus rides, or split a dinner bill with friends. With simple and fast transactions, Tez has made it easy to recharge a phone or pay the monthly electricity bill in just a few taps. And because it's built on BHIM UPI, users can send money to anyone, even if the recipient is on another payments app. Together, users have made over **750 million** transactions — with each one settled instantly and securely into a bank account. In total, these transactions are worth over **US$30B** annually —that's **200 th ousand crore rupees**. Along with the growth of Tez, India's monthly UPI transactions have grown **14x** —an astounding change that puts India's economy as one of the world's leading innovators in digital Chance.

We have learnt that when we build for India, we

build for the world, and we believe that many of the innovations and features we have pioneered with Tez will work globally. The world has certainly taken notice of India's digital payments success and our deep investments here with Tez. Many governments are asking us to work with them to bring similar digital payments innovations to their countries. To make this happen, we will be unifying all of Google's payment offerings globally. Starting today, Tez will now be called Google Pay.

The many things that you love about the app — the familiar contacts on your homescreen, the one-touch mobile recharges, and of course the fun offers and rewards — are all here to stay. In fact, over time we'll bring many of these features to Google Pay users in other countries just as we'll bring features we have launched elsewhere to India.

This change is not just an indication of user traction in India, it also paves the way for you to use Google Pay in more places on the web, apps, in stores and across Google products, so that payments can be seamless in everything you do.

More places to pay for users

The number of places you can pay with Google Pay will be greatly expanding — online on apps and website, as well as branded retail stores. For online merchants, you can already use

Google Pay to transact securely at places like Goibibo, FreshMenu, redBus and in over two thousand other online apps and sites. And in the coming weeks, we will be adding more partners, including deeper integrations with BookMyshow.

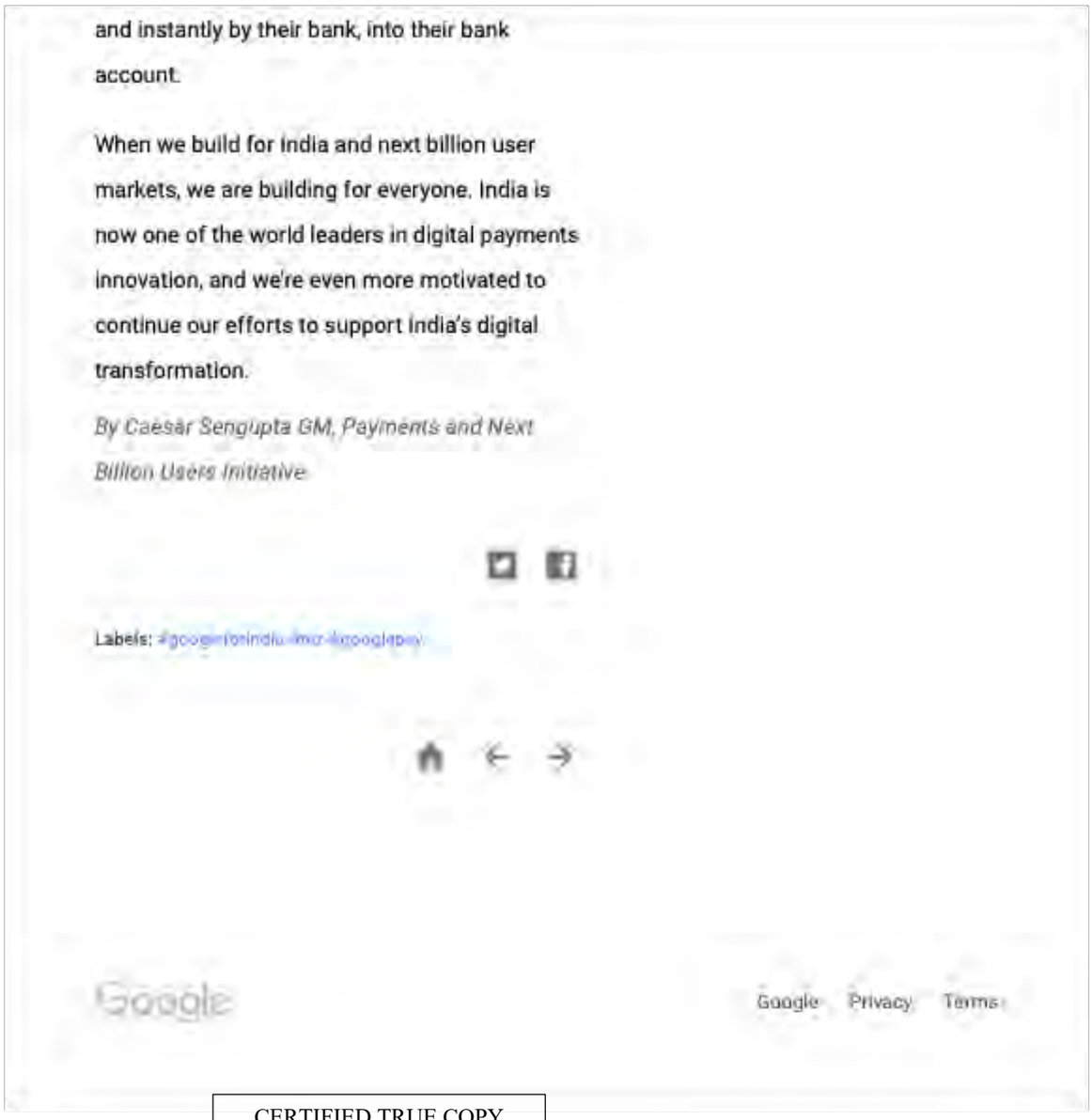
For big brands, we're working with the largest stores so you can pay in retail locations across India. Later this year, you should be able to use Google Pay at thousands of your favorite retail stores, like Big Bazaar, e-Zone, and FBB.

Powering small businesses to help them grow

We also want to help the **1.2 million Indian local businesses** on Google Pay with more than just payments. That's why we're building a dedicated merchant experience to help them grow their business. In addition to receiving digital payments using their phones, this will help them be discovered through Google Search and Maps, and communicate with their customers through messages and offers. We are testing these features with merchants in Bangalore and Delhi, and onboarding more neighbourhoods in the following months.

Accelerating financial inclusion

The mission of Google Pay is to make money simple, and we are starting to think about how we go beyond payments to accelerate financial inclusion. We're partnering with banks such as HDFC Bank, ICICI Bank, Federal Bank, and Kotak Mahindra Bank to facilitate pre-approved loans to their customers, right within Google Pay very swiftly. In the coming weeks, these customers will be able to use Google Pay to take out a customised loan amount from their banks, with minimal paperwork, and once they accept the bank's terms, the money is deposited securely



and instantly by their bank, into their bank account.

When we build for India and next billion user markets, we are building for everyone. India is now one of the world leaders in digital payments innovation, and we're even more motivated to continue our efforts to support India's digital transformation.

By Caesar Sengupta GM, Payments and Next Billion Users Initiative

Labels: #googleforindia #mic #googlepay

Google

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SOURCE: https://india.googleblog.com/2018/08/google-pay-next-step-in-tez-journey.html

ANNEXURE P3

सं .के-11020/51/2012-यूआईडीएआई(ऑथ-I)
इलेक्ट्रॉनिकी एवं सूचना प्रौद्योगिकी मंत्रालय
भारतीय विशिष्ट पहचान प्राधिकरण (यूआईडीएआई)
ऑथंटीकेशन डिवीज़न

भारतीय विशिष्ट पहचान प्राधिकरण मुख्यालय,
बंगला साहिब रोड़, काली मंदिर के पीछे,
गोल मार्किट, नई दिल्ली -110001
दिनांक: 04.03.2020

To

Shri Abhijit Mishra
7 Priya Enclave,
Delhi -110092

Sub: Information sought under RTI Act 2005: Shri Abhijit Mishra

Kindly refer to your RTI application No. UIDAI/R/E/20/00115 dated 07.02.2020 received in this office on 10.02.2020 for relevant information as sought vide your RTI application. The requisite information is as under:-

Information sought	**Information**
1. Has the Unique Identification Authority of India permitted Google India Digital Services Private Limited doing business as Google Pay (Mobile Payments Applications) to access and use citizens AADHAR database/platform for processing and authentication payments using BHIM Aadhar platform as on 7 February 2020. If yes then please provide the details of the permission issued by Unique Identification Authority of India.	-NO-
2. Has the Unique Identification Authority of India received information from Reserve Bank of India that, Reserve Bank of India has given permission to the Google India Digital Services Private Limited doing business as Google Pay (Mobile Payments Application) is accessing and using AADHAR database/platform for processing and authentication of payments via BHIM Aadhar platform as on 7 February 2020. If yes then please provide the details.	-NO-
3. Has the Unique Identification Authority of India received information from National Payments Corporation of India that, National Payments Corporation of India has given permission to the Google India Digital Services Private Limited doing business as Google Pay (Mobile Payments Application) is assessing and using AADHAR database/platform for processing and authentication of payments via BHIM Aadhar platform as on 7 February 2020. If yes then please provide the details.	-NO-

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4. Has the Unique Identification Authority of India received application from Google India Digital Services Private Limited doing business as Google Pay (Mobile Payments Application) for assessing and using AADHAR database/platform for processing and authentication of payments via BHIM Aadhar platform as on 7 February 2020. If yes then please provide the details	-NO-
5. Has the Unique Identification Authority of India received complaint from Reserve Bank of India that Google India Digital Services Private Limited doing business as Google Pay (Mobile Payments Application) has been assessing and using AADHAR database/platform without approval and registration for processing and authentication of payments under Payments and Settlement Systems Act, 2007 or via BHIM Aadhar platform as on 7 February 2020. If yes, then please provide the details.	-NO-
6. Has the Unique Identification Authority of India received complaint from National Payments Corporation of India that Google India Digital Services Private Limited doing business as Google Pay (Mobile Payments Application) has been assessing and using AADHAR database/platform without approval and registration for processing and authentication of payments under Payments and Settlement Systems Act, 2007 or via BHIM Aadhar platform as on 7 February 2020. If yes, then please provide the details.	-NO-

2. In case, you want to go for an appeal in connection with the information provided, you may appeal to Shri Pronab Mohanty, Deputy Director General & First Appellate Authority, 5th Floor, UIDAI HQ, Bangla Sahib Road, Behind Kali Mandir, New Delhi-110001, within thirty days from the date of receipt of this letter.

(यशवंत कुमार)
सहायक महानिदेशक एवं सीपीआईओ

प्रतिलिपि:

उपनिदेशक एवं नोडल अधिकारी (आरटीआई) को प्रकरण संख्या 206 के संदर्भ में सूचनार्थ।

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ANNEXURE P4

रजिस्ट्री सं० डी० एल०-33004/99 REGD. NO. D. L.-33004/99

भारत का राजपत्र
The Gazette of India

असाधारण
EXTRAORDINARY
भाग II—खण्ड 3—उप-खण्ड (i)
PART II—Section 3—Sub-section (i)
प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं. 439] नई दिल्ली, बृहस्पतिवार, जून 1, 2017/ज्येष्ठ 11, 1939
No. 439] NEW DELHI, THURSDAY, JUNE 1, 2017/ JYAISTHA 11, 1939

वित्त मंत्रालय

(राजस्व विभाग)

अधिसूचना

नई दिल्ली, 1 जून, 2017

सा.का.नि. 538(अ).—केन्द्रीय सरकार भारतीय रिजर्व बैंक के परामर्श से धन-शोधन निवारण अधिनियम, 2002 (2003 का 15) की धारा 73 की उप-धारा (2) के खंड (ज), खंड (झ), खंड (ञ) और खंड (ट) के साथ पठित उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए धन-शोधन निवारण (अभिलेखों का अनुरक्षण) नियम, 2005 का और संशोधन करने के लिए निम्नलिखित नियम बनाती है, अर्थात्: —

1. (1) इन नियमों का संक्षिप्त नाम धन-शोधन निवारण (अभिलेखों का अनुरक्षण) दूसरा नियम, 2017 है।

   (2) ये राजपत्र में उनके प्रकाशन की तारीख को प्रवृत्त होंगे।

2. धन-शोधन निवारण (अभिलेखों का अनुरक्षण) नियम, 2005 में, —

   (क) नियम 2 के उप-नियम (1) में, —

   (i) खंड (कक) के पश्चात् निम्नलिखित खंड अन्तःस्थापित किए जाएंगे, अर्थात्: —

   ‘(ककक) “आधार संख्या” से आधार (वित्तीय और अन्य सहायिकियों, फायदों और सेवाओं का लक्ष्यित परिदान), अधिनियम, 2016 की धारा 2 की उप-धारा (क) के अधीन यथा परिभाषित पहचान संख्या अभिप्रेत है;

   ‘(ककख) “अधिप्रमाणन” से आधार (वित्तीय और अन्य सहायिकियों, फायदों और सेवाओं का लक्ष्यित परिदान), अधिनियम, 2016 की धारा 2 की उप-धारा (ग) के अधीन यथा परिभाषित प्रक्रिया अभिप्रेत है;

'(ककग) "निवासी" से आधार (वित्तीय और अन्य सहायिकियों, फायदों और सेवाओं का लक्ष्यित परिदान), अधिनियम, 2016 की धारा 2 की उप-धारा (फ) के अधीन यथा परिभाषित व्यष्टि अभिप्रेत है;

'(ककघ) "पहचान सूचना" से आधार (वित्तीय और अन्य सहायिकियों, फायदों और सेवाओं का लक्ष्यित परिदान), अधिनियम, 2016 की धारा 2 की उप-धारा (ढ) के अधीन यथा परिभाषित सूचना अभिप्रेत है;

'(ककड.) "ई-अपना ग्राहक जानिए अधिप्रमाणन सुविधा" से आधार (अधिप्रमाणन) विनियम, 2016 में यथा परिभाषित अधिप्रमाणन सुविधा अभिप्रेत है;

'(ककच) "हां/नहीं अधिप्रमाणन सुविधा" से आधार (अधिप्रमाणन) विनियम, 2016 में यथा परिभाषित अधिप्रमाणन सुविधा अभिप्रेत है;

(ii) खंड (घ) के "पासपोर्ट चालन अनुज्ञप्ति" से आरम्भ होने वाले भाग और "विनियामक के परामर्श से" समाप्त होने वाले भाग के स्थान पर निम्नलिखित रखा जाएगा, अर्थात्: —

"पासपोर्ट, चालन अनुज्ञप्ति, भारत निर्वाचन आयोग द्वारा जारी मतदाता पहचान पत्र, राज्य सरकार के किसी अधिकारी द्वारा सम्यकतः हस्ताक्षित नरेगा द्वारा जारी जॉब कार्ड, राष्ट्रीय जनसंख्या रजिस्टर, जिसमें नाम, पता के ब्यौरे हों या कोई अन्य दस्तावेज, जो विनियामक के परामर्श से केन्द्रीय सरकार द्वारा अधिसूचित किया गया हो, द्वारा जारी पत्र"

(ख) नियम 9 में, उप-नियम (4) से उप-नियम (9) के स्थान पर निम्नलिखित उप-नियम रखे जाएंगे, अर्थात्: —

"(4)" जहां ग्राहक कोई ऐसा व्यष्टि है, जो आधार संख्या के लिए नामांकित किए जाने के लिए पात्र है वहां वह उप-नियम (1) के प्रयोजन के लिए रिपोर्ट करने वाले अस्तित्व को, —

(क) भारतीय विशिष्ट पहचान प्राधिकरण द्वारा जारी आधार संख्या; और

(ख) आयकर नियम, 1962 में यथा परिभाषित स्थायी लेखा संख्यांक या प्ररूप संख्या 60,

और ऐसे अन्य दस्तावेज, जिनके अन्तर्गत ग्राहक के कारबार की प्रकृति और वित्तीय प्रास्थिति के सम्बन्ध में दस्तावेज भी हैं, जो रिपोर्ट करने वाले अस्तित्व द्वारा अपेक्षित हों, प्रस्तुत करेगा:

परंतु जहां कोई आधार संख्या ग्राहक को समनुदेशित नहीं की गई है वहां ग्राहक आधार के लिए नामांकन के आवेदन का सबूत देगा और यदि स्थायी लेखा संख्यांक प्रस्तुत नहीं किया जाता है तो 'शासकीय रूप से विधिमान्य दस्तावेज' की एक प्रमाणित प्रति प्रस्तुत की जाएगी:

परंतु यह और कि उप-नियम (1) के खंड (ख) के अन्तर्गत आने वाले ग्राहक द्वारा फोटोग्राफ प्रस्तुत किया जाना आवश्यक नहीं है।

(4क) जहां ग्राहक कोई ऐसा व्यष्टि है जो आधार संख्या के लिए नामांकित होने के लिए पात्र नहीं है वहां वह उप-नियम (1) के प्रयोजन के लिए रिपोर्ट करने वाले अस्तित्व को आयकर नियम, 1962 में यथा परिभाषित स्थायी लेखा संख्यांक या प्ररूप संख्यांक 60 प्रस्तुत करेगा:

परंतु यदि ग्राहक स्थायी लेखा संख्यांक प्रस्तुत नहीं करता है तो वह अपनी पहचान और पते के ब्यौरे अन्तर्विष्ट करने वाला 'शासकीय रूप से विधिमान्य दस्तावेज' की एक प्रमाणित प्रति, हाल ही में खींचे गए एक फोटोग्राफ की प्रति और ऐसे अन्य दस्तावेज, जिनके अन्तर्गत ग्राहक के कारबार की प्रकृति और वित्तीय प्रास्थिति के सम्बन्ध में दस्तावेज भी हैं, जो रिपोर्ट करने वाले अस्तित्व द्वारा अपेक्षित हों, प्रस्तुत करेगा।

(5) उप-नियम (4) और उप-नियम (4क) में किसी बात के होते हुए भी, कोई व्यष्टि, जो किसी बैंककारी कंपनी में अल्प खाता खोलने की वांछा करता है, स्वतः अनुप्रमाणित फोटोग्राफ के प्रस्तुत किए जाने पर और खाता खोलने के लिए

प्ररूप पर, यथास्थिति, हस्ताक्षर किए हैं या अंगूठा निशान लगाने पर ऐसा खाता खोलने के लिए अनुज्ञात किया जाएगा:

परंतु—

(i) अल्प खाता खोलते समय बैंककारी कंपनी का कोई पदाभिहीत अधिकारी अपने हस्ताक्षर से यह प्रमाणित करता है कि खाता खोलने वाले व्यक्ति ने उसकी उपस्थिति में, यथास्थिति, अपने हस्ताक्षर किए हैं या अंगूठा निशान लगा दिया है;

(ii) अल्प खाता मुख्य बैंककारी समाधान सम्बद्ध कंपनी की शाखाओं में या किसी ऐसी शाखा में, जहां इसे शारीरिक रूप से मॉनीटर करना संभव हो, खोला जाएगा और यह सूचित किया जाएगा कि विदेशी प्रेषण अल्प खाते में जमा नहीं किए जाते हैं और ऐसे खातों में संव्यवहारों का मासिक तथा वार्षिक संव्यवहारों का कुलयोग और अतिशेष सम्बन्धी नियत सीमाओं को ऐसे संव्यवहार किए जाने के लिए अनुज्ञात होने से पूर्व भंग नहीं किया जाता है;

(iii) अल्प खाता आरम्भ में बारह मास की अवधि के लिए और उसके पश्चात् बारह मास की अतिरिक्त अवधि के लिए प्रवर्तनशील रहेगा यदि ऐसा खाता धारक उक्त खाते के खुलने के बारह मास के भीतर शासकीय रूप से विधिमान्य दस्तावेजों में से किसी दस्तावेज के लिए बैंककारी कंपनी के समक्ष आवेदन किए जाने का साक्ष्य चौबीस मास के पश्चात्, उक्त खाते की बाबत पुनर्विलोकन किए जाने वाले सम्पूर्ण शिथिलीकरण विषक उपबंधों के साथ उपलब्ध कराता है;

(iv) अल्प खाते को मॉनीटर किया जाएगा और जब धन शोधन या आतंक के वित्त पोषण या अन्य किसी जोखिम दृश्यलेख के बारे में संदेह है तो ग्राहक की पहचान उप-नियम (4) में यथानिर्दिष्ट शासकीय रूप से विधिमान्य दस्तावेजों को उसके प्रस्तुतीकरण के माध्यम से और ग्राहक का आधार संख्या या जहां आधार संख्या ग्राहक को समनुदेशित नहीं किया गया है वहां शासकीय रूप से विधिमान्य दस्तावेज के साथ आधार के लिए नामांकन हेतु आवेदन के सबूत के प्रस्तुतीकरण के माध्यम से साबित की जाएगी;

परंतु यह और कि यदि ग्राहक आधार संख्या के लिए नामांकित होने के लिए पात्र नहीं है तो ग्राहक की पहचान शासकीय रूप से विधिमान्य दस्तावेज के प्रस्तुतीकरण के माध्यम से साबित की जाएगी।

(v) विदेशी विप्रेषण को अल्प खाते में जमा किए जाने के लिए तब तक अनुज्ञात नहीं किया जाएगा तब तक कि ग्राहक की पहचान उप-नियम (4) में निर्दिष्ट शासकीय रूप से विधिमान्य दस्तावेज के प्रस्तुतीकरण के माध्यम से और ग्राहक की आधार संख्या या जहां आधार संख्या ग्राहक को समनुदेशित नहीं की गई है वहां शासकीय रूप से विधिमान्य दस्तावेज के साथ आधार के लिए नामांकन हेतु आवेदन के सबूत के प्रस्तुतीकरण के माध्यम से पूर्णतः साबित नहीं कर दिया जाता है:

परंतु यह कि यदि ग्राहक आधार संख्या के लिए नामांकित होने के लिए पात्र नहीं है तो ग्राहक की पहचान शासकीय रूप से विधिमान्य दस्तावेज के प्रस्तुतीकरण के माध्यम से साबित की जाएगी।

(6) जहां ग्राहक कंपनी है वहां उप-नियम (1) के प्रयोजनों के लिए वह निम्नलिखित की प्रमाणित प्रतियां रिपोर्ट करने वाले अस्तित्व को प्रस्तुत करेगा: —

(i) निगमन का प्रमाणपत्र;

(ii) संगम के ज्ञापन और अनुच्छेद;

(iii) निदेशक बोर्ड से संकल्प और उसके प्रबंधकों, अधिकारियों या कर्मचारियों को उसकी ओर से संव्यवहार करने के लिए प्रदान किया गया मुख्तारनामा;

(iv) (क) आधार संख्या;

(ख) आयकर नियम, 1962 में यथा परिभाषित स्थायी लेखा संख्यांक या प्ररूप 60, जो कंपनी की ओर से संव्यवहार करने के लिए किसी मुख्तारनामा रखने वाले प्रबंधकों, अधिकारियों या कर्मचारियों को जारी किया गया है या जहां आधार संख्या समनुदेशित नहीं की गई है वहां आधार के नामांकन हेतु आवेदन का सबूत और यदि स्थायी लेखा संख्यांक प्रस्तुत नहीं किया जाता है तो शासकीय रूप से विधिमान्य दस्तावेज प्रस्तुत किया जाएगा:

परंतु इस खंड के प्रयोजन के लिए, यदि कंपनी की ओर से संव्यवहार करने के लिए मुख्तारनामा रखने वाले प्रबंधक, अधिकारी या या कर्मचारी आधार संख्या के लिए नामांकित किए जाने हेतु पात्र नहीं हैं और वे स्थायी लेखा संख्यांक प्रस्तुत नहीं करते हैं तो शासकीय रूप से विधिमान्य दस्तावेज की प्रमाणित प्रति प्रस्तुत की जाएगी।

(7) जहां ग्राहक भागीदारी फर्म है वहां वह उप-नियम (1) के प्रयोजनों के लिए रिपोर्ट करने वाले अस्तित्व को निम्निलिखित दस्तावेजों की प्रमाणित प्रतियां प्रस्तुत करेगा: —

(i) रजिस्ट्रीकरण प्रमाण पत्र;

(ii) भागीदारी विलेख; और

(iii) (क) आधार संख्या; और

(ख) आयकर नियम, 1962 में यथा परिभाषित स्थायी लेखा संख्यांक या प्ररूप सं. 60, जो उसकी ओर से संव्यवहार करने के लिए मुख्तारनामा रखने वाले व्यक्तियों को जारी किया गया है या जहां आधार संख्या समनुदेशित नहीं की गई है वहां आधार के लिए नामांकन हेतु आवेदन का सबूत और यदि स्थायी लेखा संख्यांक प्रस्तुत नहीं किया जाता है तो शासकीय रूप से विधिमान्य दस्तावेज प्रस्तुत किया जाएगा:

परंतु इस खंड के प्रयोजन के लिए, यदि कंपनी की ओर से संव्यवहार करने के लिए मुख्तारनामा रखने वाला व्यक्ति आधार संख्या के लिए नामांकित किए जाने हेतु पात्र नहीं हैं और वे स्थायी लेखा संख्यांक प्रस्तुत नहीं करता है तो शासकीय रूप से विधिमान्य दस्तावेज की प्रमाणित प्रति प्रस्तुत की जाएगी।

(8) जहां ग्राहक न्यास है वहां वह उप-नियम (1) के प्रयोजनों के लिए रिपोर्ट करने वाले अस्तित्व को निम्निलिखित दस्तावेजों की प्रमाणित प्रतियां प्रस्तुत करेगा: —

(i) रजिस्ट्रीकरण प्रमाण पत्र;

(ii) न्यास विलेख; और

(iii) (क) आधार संख्या; और

(ख) आयकर नियम, 1962 में, यथा परिभाषित स्थायी लेखा संख्यांक या प्ररूप सं. 60, जो उसकी ओर से संव्यवहार करने के लिए मुख्तारनामा रखने वाले व्यक्ति को जारी किया गया है या जहां आधार संख्या समनुदेशित नहीं की गई है वहां आधार के लिए नामांकन हेतु आवेदन का सबूत और यदि स्थायी लेखा संख्यांक प्रस्तुत नहीं किया जाता है तो शासकीय रूप से विधिमान्य दस्तावेज प्रस्तुत किया जाएगा:

परंतु इस खंड के प्रयोजन के लिए, यदि कंपनी की ओर से संव्यवहार करने के लिए मुख्तारनामा रखने वाला व्यक्ति आधार संख्या के लिए नामांकित किए जाने हेतु पात्र नहीं हैं और वह स्थायी लेखा संख्यांक प्रस्तुत नहीं करता है तो शासकीय रूप से विधिमान्य दस्तावेज की प्रमाणित प्रति प्रस्तुत की जाएगी।

(9) जहां ग्राहक कोई अनिगमित संगम या व्यष्टियों का निकाय है वहां वह निम्नलिखित दस्तावेजों की प्रमाणित प्रतियां रिपोर्ट करने वाले अस्तित्व को भेजेगा: —

(i) ऐसे संगम या व्यष्टियों के प्रबंध निकाय का संकल्प;

(ii) उसकी ओर से संव्यवहार करने के लिए उसे अनुदत्त मुख्तारनामा;

(iii) (क) आधार संख्या;

(ख) आयकर नियम, 1962 में, यथा परिभाषित स्थायी लेखा संख्यांक या प्ररूप सं. 60, जो उसकी ओर से संव्यवहार करने के लिए मुख्तारनामा रखने वाले व्यक्ति को जारी किया गया है या जहां आधार संख्या समनुदेशित नहीं की गई है वहां आधार के लिए नामांकन हेतु आवेदन का सबूत और यदि स्थायी लेखा संख्यांक प्रस्तुत नहीं किया जाता है तो शासकीय रूप से विधिमान्य दस्तावेज प्रस्तुत किया जाएगा; और

(iv) ऐसी सूचना, जो ऐसे संगम या व्यष्टियों के निकाय के विधिक अस्तित्व को सामूहिक रूप से स्थापित करने के लिए रिपोर्ट करने वाले अस्तित्व द्वारा अपेक्षित हो:

परंतु इस खंड के प्रयोजन के लिए, यदि कंपनी की ओर से संव्यवहार करने के लिए मुख्तारनामा रखने वाला व्यक्ति आधार संख्या के लिए नामांकित किए जाने हेतु पात्र नहीं हैं और वे स्थायी लेखा संख्यांक प्रस्तुत नहीं करता है तो शासकीय रूप से विधिमान्य दस्तावेज की प्रमाणित प्रति प्रस्तुत की जाएगी।

(ग) उप-नियम 14 के पश्चात्, निम्नलिखित उप-नियम अन्तःस्थापित किए जाएंगे, अर्थात्:-

"(15) कोई रिपोर्ट करने वाला अस्तित्व इस नियम के उपबंधों के अधीन आधार संख्या की प्राप्ति के समय, भारतीय विशिष्ट पहचान प्राधिकरण द्वारा प्रदान किए गए या तो ई-अपना ग्राहक जानिए अधिप्रमाणन सुविधा या हां/नहीं अधिप्रमाणन सुविधा का उपयोग करते हुए अधिप्रमाणन करेगा।

"(16) यदि नियम 9 के उप-नियम (4) से उप-नियम (9) में निर्दिष्ट ग्राहक जम्मू-कश्मीर, असम या मेघालय राज्यों का निवासी नहीं है या निवासी है और स्थायी लेखा संख्यांक प्रस्तुत नहीं करता है, ग्राहक शासकीय रुप से विधिमान्य दस्तावेज की प्रमाणित प्रति रिपोर्ट करने वाले अस्तित्व को प्रस्तुत करेगा जिसमें उसकी पहचान तथा पते के ब्यौरे, हाल ही में खींचे गए एक फोटोग्राफ और ऐसे अन्य दस्तावेज, जिनके अन्तर्गत ग्राहक के कारबार की प्रकृति और वित्तीय प्रास्थिति के सम्बन्ध में अन्य दस्तावेज भी हैं, जिनकी रिपोर्ट करने वाले अस्तित्व द्वारा अपेक्षा की जाए।

"(17) (क) यदि ग्राहक आधार के लिए नामांकित किए जाने हेतु पात्र है और नियम 9 के उप-नियम (4) से उप-नियम (9) में निर्दिष्ट स्थायी लेखा संख्यांक प्राप्त करता है, आधार संख्या या स्थायी लेखा संख्यांक रिपोर्ट करने वाले अस्तित्व के साथ सम्बन्ध पर आधारित खाते के प्रारम्भ के समय प्रस्तुत नहीं करता है, ग्राहक खाता आधारित सम्बन्ध के प्रारम्भ की तारीख से छह मास की अवधि के भीतर उसे प्रस्तुत करेगा:"

परंतु आधार के लिए नामांकित किए जाने के लिए पात्र ग्राहक इस अधिसूचना की तारीख से पूर्व रिपोर्ट करने वाले अस्तित्वों के साथ पहले से ही सम्बन्ध आधारित खाता रखते हुए स्थायी लेखा संख्यांक प्राप्त करता है, ग्राहक 31 दिसम्बर, 2017 तक आधार संख्या और स्थायी लेखा संख्यांक प्रस्तुत करेगा।

(ख) आधार (नामांकन और अद्यतन) विनियम, 2016 के विनियम 12 के अनुसार राज्य सरकारों या संघ राज्य क्षेत्रों प्रशासनों में स्थानीय प्राधिकरण आधार नामांकन के लिए भारतीय विशिष्ट पहचान प्राधिकरण रजिस्टार बन गए हैं या बनने की प्रक्रिया में हैं और भारतीय विशिष्ट पहचान प्राधिकरण के परामर्श से सुविधाजनक अवस्थानों पर नामांकन सुविधाएं प्रदान करने के लिए विशेष आधार नामांकन शिविर आयोजित कर रहे हैं और इस नियम में यथा उपबंधित खाता आधारित सम्बन्ध प्रारम्भ करने के इच्छुक कोई भी व्यष्टि, जिसके पास आधार संख्या नहीं है या आधार के लिए नामांकित नहीं कराया है, आधार नामांकन के लिए या भारतीय विशिष्ट पहचान प्राधिकरण के विद्यमान रजिस्टारों के अड़ोस-पड़ोस में आधार नामांकन केन्द्रों में से किसी भी केन्द्र पर जा सकता है।

(ग) यदि ग्राहक पूर्वोक्त छह मास की अवधि के भीतर आधार संख्या और स्थायी लेखा संख्यांक प्रस्तुत करने में असफल रहता है तो उक्त खाता ग्राहक द्वारा आधार संख्या और स्थायी लेखा संख्यांक प्रस्तुत किए जाने तक प्रवर्तन में नहीं रहेगा।

(18) यदि नियम 9 के उप-नियम (4) से उप-नियम (9) में निर्दिष्ट ग्राहक द्वारा प्रस्तुत आधार संख्या या स्थायी लेखा संख्यांक से सम्बन्धित पहचान सूचना में ग्राहक का वर्तमान पता नहीं है तो ग्राहक रिपोर्ट करने वाले अस्तित्व को शासकीय रूप से विधिमान्य दस्तावेज प्रस्तुत करेगा।

[अधिसूचना सं. 2/फा. सं. पी. 12011/11/2016-ईएस सेल-डीओआर]

मंदीप कौर, उप-सचिव

टिप्पणः मूल नियम भारत के राजपत्र, असाधारण, भाग II, खंड 3, उपखंड (i) सा.का.नि. सं. 444(अ), 1 जुलाई, 2005 द्वारा प्रकाशित किए गए थे और तत्पश्चात् उनमें सा.का.नि. 717(अ), तारीख 13 दिसम्बर, 2005, सा.का.नि. 389(अ), तारीख 24 मई, 2007, सा.का.नि. 816(अ), तारीख 12 नवम्बर, 2009, सा.का.नि. 76(अ), तारीख 12 फरवरी, 2010, सा.का.नि. 508(अ), तारीख 16 जून, 2010, सा.का.नि. 980(अ), तारीख 16 दिसम्बर, 2010, सा.का.नि. 481(अ), तारीख 24 जून, 2011, सा.का.नि. 576(अ), तारीख 27 अगस्त, 2013, सा.का.नि. 288(अ), तारीख 15 अप्रैल, 2015, सा.का.नि. 544(अ), तारीख 7 जुलाई, 2015, सा.का.नि. 693(अ), तारीख 11 सितम्बर, 2015, सा.का.नि. 730(अ), तारीख 22 सितम्बर, 2015, सा.का.नि. 882(अ), तारीख 18 नवम्बर, 2015 और सा.का.नि. 347(अ), तारीख 12 अप्रैल, 2017 द्वारा संशोधन किया गया था।

MINISTRY OF FINANCE

(Department of Revenue)

NOTIFICATION

New Delhi, the 1st June, 2017

G.S.R. 538(E).—In exercise of the powers conferred by sub-section (1) read with clause (h), clause (i), clause (j) and clause (k) of sub-section (2) of section 73 of the Prevention of Money-laundering Act, 2002 (15 of 2003), the Central Government in consultation with the Reserve Bank of India hereby makes the following further amendments to the Prevention of Money-laundering (Maintenance of Records) Rules, 2005, namely:—

1. (1) These rules may be called the Prevention of Money-laundering (Maintenance of Records) Second Amendment Rules, 2017.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the Prevention of Money-laundering (Maintenance of Records) Rules, 2005, —

(a) in rule 2, in sub-rule (1),-

(i) after clause (aa), following clauses shall be inserted, namely:—

‘(aaa) "Aadhaar number" means an identification number as defined under sub-section (a) of section 2 of the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016;

(aab) “authentication” means the process as defined under sub-section (c) of section 2 of the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016;

(aac) “Resident” means an individual as defined under sub-section (v) of section 2 of the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016;

(aad) “identity information” means the information as defined in sub-section (n) of section 2 of the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016;

(aae) “e – KYC authentication facility” means an authentication facility as defined in Aadhaar (Authentication) Regulations, 2016;

(aaf) “Yes/No authentication facility” means an authentication facility as defined in Aadhar (Authentication) Regulations, 2016;’;

(ii) for clause (d), the portion beginning with “the passport, the driving licence” and ending with “in consultation with the Regulator” the following shall be substituted, namely:—

“the passport, the driving licence, the Voter's Identity Card issued by Election Commission of India, job card issued by NREGA duly signed by an officer of the State Government, the letter issued by the National Population

Register containing details of name, address or any other document as notified by the Central Government in consultation with the Regulator"

(b) in rule 9, for sub-rule (4) to sub-rule (9), the following sub-rules shall be substituted, namely:—

"(4) Where the client is an individual, who is eligible to be enrolled for an Aadhaar number, he shall for the purpose of sub-rule (1) submit to the reporting entity,—

(a) the Aadhaar number issued by the Unique Identification Authority of India; and

(b) the Permanent Account Number or Form No. 60 as defined in Income-tax Rules, 1962,

and such other documents including in respect of the nature of business and financial status of the client as may be required by the reporting entity:

Provided that where an Aadhaar number has not been assigned to a client, the client shall furnish proof of application of enrolment for Aadhaar and in case the Permanent Account Number is not submitted, one certified copy of an 'officially valid document' shall be submitted.

Provided further that photograph need not be submitted by a client falling under clause (b) of sub-rule (1).

(4A) Where the client is an individual, who is not eligible to be enrolled for an Aadhaar number, he shall for the purpose of sub-rule (1), submit to the reporting entity, the Permanent Account Number or Form No. 60 as defined in the Income-tax Rules, 1962:

Provided that if the client does not submit the Permanent Account Number, he shall submit one certified copy of an 'officially valid document' containing details of his identity and address, one recent photograph and such other documents including in respect of the nature or business and financial status of the client as may be required by the reporting entity.

(5) Notwithstanding anything contained in sub-rules (4) and (4A), an individual who desires to open a small account in a banking company may be allowed to open such an account on production of a self-attested photograph and affixation of signature or thumb print, as the case may be, on the form for opening the account:

Provided that-

(i) the designated officer of the banking company, while opening the small account, certifies under his signature that the person opening the account has affixed his signature or thump print, as the case may be, in his presence;

(ii) the small account shall be opened only at Core Banking Solution linked banking company branches or in a branch where it is possible to manually monitor and ensure that foreign remittances are not credited to a small account and that the stipulated limits on monthly and annual aggregate of transactions and balance in such accounts are not breached, before a transaction is allowed to take place;

(iii) the small account shall remain operational initially for a period of twelve months, and thereafter for a further period of twelve months if the holder of such an account provides evidence before the banking company of having applied for any of the officially valid documents within twelve months of the opening of the said account, with the entire relaxation provisions to be reviewed in respect of the said account after twenty-four months;

(iv) the small account shall be monitored and when there is suspicion of money laundering or financing of terrorism or other high risk scenarios, the identity of client shall be established through the production of officially valid documents, as referred to in sub-rule (4) and the Aadhaar number of the client or where an Aadhaar number has not been assigned to the client, through the production of proof of application towards enrolment for Aadhaar along with an officially valid document;

Provided further that if the client is not eligible to be enrolled for an Aadhaar number, the identity of client shall be established through the production of an officially valid document;

(v) the foreign remittance shall not be allowed to be credited into the small account unless the identity of the client is fully established through the production of officially valid documents, as referred to in sub rule (4) and the Aadhaar number of the client or where an Aadhaar number has not been assigned to the client, through the production of proof of application towards enrolment for Aadhaar along with an officially valid document:

Provided that if the client is not eligible to be enrolled for the Aadhaar number, the identity of client shall be established through the production of an officially valid document.

(6) Where the client is a company, it shall for the purposes of sub-rule (1), submit to the reporting entity the certified copies of the following documents:—

(i) Certificate of incorporation;

(ii) Memorandum and Articles of Association;

(iii) A resolution from the Board of Directors and power of attorney granted to its managers, officers or employees to transact on its behalf;

(iv) (a) Aadhaar numbers; and

(b) Permanent Account Numbers or Form 60 as defined in the Income-tax Rules, 1962,

issued to managers, officers or employees holding an attorney to transact on the company's behalf or where an Aadhaar number has not been assigned, proof of application towards enrolment for Aadhaar and in case Permanent Account Number is not submitted an officially valid document shall be submitted:

Provided that for the purpose of this clause if the managers, officers or employees holding an attorney to transact on the company's behalf are not eligible to be enrolled for Aadhaar number and do not submit the Permanent Account Number, certified copy of an officially valid document shall be submitted.

(7) Where the client is a partnership firm, it shall, for the purposes of sub-rule (1), submit to the reporting entity the certified copies of the following documents:—

(i) registration certificate;

(ii) partnership deed; and

(iii) (a) Aadhaar number; and

(b) Permanent Account Number or Form 60 as defined in the Income-tax Rules, 1962,

issued to the person holding an attorney to transact on its behalf or where an Aadhaar number has not been assigned, proof of application towards enrolment for Aadhaar and in case Permanent Account Number is not submitted an officially valid document shall be submitted:

Provided that for the purpose of this clause, if the person holding an attorney to transact on the company's behalf is not eligible to be enrolled for Aadhaar number and does not submit the Permanent Account Number, certified copy of an officially valid document shall be submitted.

(8) Where the client is a trust, it shall, for the purposes of sub-rule (1) submit to the reporting entity the certified copies of the following documents:—

(i) registration certificate;

(ii) trust deed; and

(iii) (a) Aadhaar number; and

(b) Permanent Account Number or Form 60 as defined in the Income-tax Rules, 1962,

issued to the person holding an attorney to transact on its behalf or where Aadhaar number has not been assigned, proof of application towards enrolment for Aadhaar and in case Permanent Account Number is not submitted an officially valid document shall be submitted:

Provided that for the purpose of this clause if the person holding an attorney to transact on the company's behalf is not eligible to be enrolled for Aadhaar number and does not submit the Permanent Account Number, certified copy of an officially valid document shall be submitted.

(9) Where the client is an unincorporated association or a body of individuals, it shall submit to the reporting entity the certified copies of the following documents:—

(i) resolution of the managing body of such association or body of individuals;

(ii) power of attorney granted to him to transact on its behalf;

(iii) (a) the Aadhaar number; and

(b) Permanent Account Number or Form 60 as defined in the Income-tax Rules, 1962,

issued to the person holding, an attorney to transact on its behalf or where Aadhaar number has not been assigned, proof of application towards enrolment for Aadhaar and in case the Permanent Account Number is not submitted an officially valid document shall be submitted; and

(iv) such information as may be required by the reporting entity to collectively establish the legal existence of such an association or body of individuals:

Provided that for the purpose of this clause if the person holding an attorney to transact on the company's behalf is not eligible to be enrolled for Aadhaar number and does not submit the Permanent Account Number, certified copy of an officially valid document shall be submitted.

(c) after sub-rule (14), the following sub-rules shall be inserted, namely,—

" (15) Any reporting entity, at the time of receipt of the Aadhaar number under provisions of this rule, shall carry out authentication using either e-KYC authentication facility or Yes/No authentication facility provided by Unique Identification Authority of India.

(16) In case the client referred to in sub-rules (4) to (9) of rule 9 is not a resident or is a resident in the States of Jammu and Kashmir, Assam or Maghalaya and does not submit the Permanent Account Number, the client shall submit to the reporting entity one certified copy of officially valid document containing details of his identity and address, one recent photograph and such other document including in respect of the nature of business and financial status of the client as may be required by the reporting entity.

(17) (a) In case the client, eligible to be enrolled for Aadhaar and obtain a Permanent Account Number, referred to in sub-rules (4) to (9) of rule 9 does not submit the Aadhaar number or the Permanent Account Number at the time of commencement of an account based relationship with a reporting entity, the client shall submit the same within a period of six months from the date of the commencement of the account based relationship:

Provided that the clients, eligible to be enrolled for Aadhaar and obtain the Permanent Account Number, already having an account based relationship with reporting entities prior to date of this notification, the client shall submit the Aadhaar number and Permanent Account Number by 31st December, 2017.

(b) As per regulation 12 of the Aadhaar (Enrolment and Update) Regulations, 2016, the local authorities in the State Governments or Union-territory Administrations have become or are in the process of becoming UIDAI Registrars for Aadhaar enrolment and are organising special Aadhaar enrolment camps at convenient locations for providing enrolment facilities in consultation with UIDAI and any individual desirous of commencing an account based relationship as provided in this rule, who does not possess the Aadhaar number or has not yet enrolled for Aadhaar, may also visit such special Aadhaar enrolment camps for Aadhaar enrolment or any of the Aadhaar enrolment centres in the vicinity with existing registrars of UIDAI.

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(c) In case the client fails to submit the Aadhaar number and Permanent Account Number within the aforesaid six months period, the said account shall cease to be operational till the time the Aadhaar number and Permanent Account Number is submitted by the client:

Provided that in case client already having an account based relationship with reporting entities prior to date of this notification fails to submit the Aadhaar number and Permanent Account Number by 31st December, 2017, the said account shall cease to be operational till the time the Aadhaar number and Permanent Account Number is submitted by the client.

(18) In case the identity information relating to the Aadhaar number or Permanent Account Number submitted by the client referred to in sub-rules (4) to (9) of rule 9 does not have current address of the client, the client shall submit an officially valid document to the reporting entity.".

[Notification No.2/F .No. P.12011/11/2016-ES Cell-DOR]

MANDEEP KAUR, Dy. Secy.

Note : The principal rules were published in Gazette of India, Extraordinary, Part-II, Section 3, Sub-Section (i) *vide* number G.S.R. 444(E), dated the 1st July, 2005 and subsequently amended by number G.S.R. 717(E), dated the 13th December, 2005, number G.S.R. 389(E), dated the 24th May, 2007, number G.S.R. 816(E), dated the 12th November, 2009, number G.S.R. 76(E), dated the 12th February, 2010, number G.S.R. 508(E), dated the 16th June, 2010, number G.S.R. 980(E), dated the 16th December, 2010, number G.S.R. 481(E), dated the 24th June, 2011 number G.S.R. 576(E), dated the 27th August, 2013, number G.S.R. 288(E), dated the 15th April, 2015, number G.S.R. 544(E), dated the 7th July, 2015, number G.S.R. 693(E), dated the 11th September, 2015, number G.S.R. 730(E), dated the 22nd September, 2015, number G.S.R. 882 (E), dated the 18th November, 2015 and number G.S.R. 347(E), dated the 12th April, 2017.

RAKESH SUKUL Digitally signed by RAKESH SUKUL
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ANNEXURE P5

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DEPARTMENT OF COMMUNICATION, Central Office, S.B.S.Marg, Mumbai-400001
फोन/Phone: 91 22 2266 0502 फैक्स/Fax: 91 22 2266 0358

October 21, 2017

RBI clarifies that linking Aadhaar to bank accounts is mandatory

Some news items have appeared in a section of the media quoting a reply to a Right to Information Act application that Aadhaar number linkage with bank accounts is not mandatory.

The Reserve Bank clarifies that, in applicable cases, linkage of Aadhaar number to bank account is mandatory under the Prevention of Money-laundering (Maintenance of Records) Second Amendment Rules, 2017 published in the Official Gazette on June 1, 2017.

These Rules have statutory force and, as such, banks have to implement them without awaiting further instructions.

Press Release: 2017-2018/1089

Jose J. Kattoor
Chief General Manager

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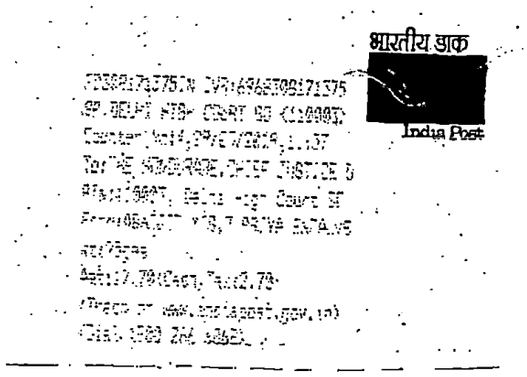
PAYAL BAHL
ADVOCATE
SUPREME COURT OF INDIA

ANNEXURE P6

March 29th, 2019



From:-

7 Priya Enclave,

Delhi – 110092.

To,

The Honourable Chief Justice,

Delhi High Court, Sher Shah Suri Marg,

New Delhi- 110503.

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PAYAL BAHL
ADVOCATE
SUPREME COURT OF INDIA

Subject: Complaint Against Google India Digital Services Private Limited doing business as Google Pay for Unauthorised Operation in India as Payment and Settlement Systems.

The Honourable Chief Justice,

1. With great grief I would like to bring forth public complaint to your kind attention against Google India Digital Services Private Limited (CIN- U74999HR2017PTC067218) doing business as Google Pay for unauthorised operation in India as Payment and Settlement Systems in defiance of the Section 4 sub section 1 of the Payment and Settlement Systems Act, 2007. The said section clearly mentions that no person, other than the Reserve Bank, system not shall commence or operate a payment system except to operate under and in accordance with an authorization issued without by the Reserve Bank of India.

2. That Google India Digital Services Private Limited doing business as Google Pay is not listed as an authorised operator as per list of the 'Payment System Operators' authorised by the Reserve Bank of India to set up and operate in India under the Payment and Settlement Systems Act, 2007 as published by the Reserve Bank of India dated March 20th, 2019.

3. Google India Digital Services Private Limited doing business as Google Pay though its unauthorised operation in India as Payment and Settlement Systems has unmonitored and unauthorised access to the personal information such as AADAR, PAN, Transaction etc. of the public by acting as a Payment and Settlement Systems. The Google Pay is not adhering to the Reserve Bank of India circular RBI/2017-18/153 | DPSS.CO.OD No. 2785/06.08.005/2017-2018 dated 6th April 2018 with subject – "Storage of Payment System Data" issued under Section 10(2) read with Section 18 of Payment and Settlement Systems Act 2007, (Act 51 of 2007). Thereby Google Pay by the virtue of unauthorised

access to the BHIM AADHAR – Unified Payments Platform can have serious detrimental effect on the privacy and personal liberty of the Indian Citizen as the data might be stored in servers located outside india. This is in gross violation of the principals enshrined under the purview of Article 21 of the Indian Constitution by letting an unauthorised private company to access the personal account details of the Indian citizens.

4. That on August 28th, 2018 Google Pay has made public admission that through its Payment and Settlement System more than 2.2 million or 2.2 crore people have crossed over 750 million transaction worth US$30 Billion which is equivalent to 2 lac Crore. The event of failure of the Google Pay's Payment and Settlement System might create public order crisis within the country and create is likely to result, in systemic risk being inadequately controlled.

5. That being unauthorised under the provisions of the Payment and Settlement Systems Act, 2007; the Google India Digital Services Private Limited doing business as Google Pay becomes immune to The Reserve Bank of India's Ombudsman Scheme for Digital Transactions, 2019 (CEPD. PRS. No. 3370/13.01.010/2018-19 Date: January 31, 2019). Such disrespect to the Payment and Settlement Systems Act, 2007 is against the public interest at large as there is no protection of the public's interest in the Reserve Bank of India's ombudsman complaint mechanism against Google Pay in the event of dispute.

6. That the Reserve Bank of India's Ombudsman Scheme for Digital Transactions, 2019 is essential to the healthy Indian Financial System. The Google India Digital Services Private Limited doing business as Google Pay must be brought under the purview of the Ombudsman Scheme for Digital Transactions citing the disputes as mentioned below

    a. Prepaid Payment Instruments: Non-adherence to the instructions of Reserve Bank by System Participants about Prepaid Payment Instruments.

    b. Mobile / Electronic Fund Transfers: Non-adherence to instructions of Reserve Bank / respective System Provider to System Participants, on payment transactions through Unified Payments Interface (UPI) / Bharat Bill Payment System (BBPS) / Bharat QR Code / UPI QR Code.

    c. Non-reversal / failure to reverse within reasonable time, funds wrongly transferred to the beneficiary account due to lapse at the end of System Participant.

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PAYAL BAHL
ADVOCATE
SUPREME COURT OF INDIA

d. Any other matter relating to the violation of the directives including on fees / charges, if any, issued by the Reserve Bank In relation to digital transactions.

Prayer:

1. That Reserve Bank of India to immediately order Google India Digital Services Private Limited doing business as Google Pay to immediately stop its unauthorised operation in India as Payment and Settlement Systems for its failure to comply and obtain authorization of the Reserve Bank of India before commencement of the operations as per the provision prescribed under section 4 and sub section 1 of the Payment and Settlement Systems Act, 2007.

2. That Reserve Bank of India to conduct compliance audit of the Google India Digital Services Private Limited doing business as Google Pay doing unauthorised operation in India as Payment and Settlement Systems under the provisions of section 13, 14, 16 and 17 of the Payment and Settlement Systems Act, 2007.

3. That Reserve Bank of India to impose penalties on the Google India Digital Services Private Limited doing business as Google Pay doing unauthorised operation in India as Payment and Settlement Systems under the provisions of section 26, 27, 28, 29 and 30 of the Payment and Settlement Systems Act, 2007 for contravention of the laws, regulations and procedure.

I am looking forward for an opportunity of your or your designated judicial officer's audience to put forth my study on the subject regarding the institutional malaise in India. I might be putting forth a public interest litigation at your esteemed institution for your kind perusal in the best interest of the citizens of India.

Thanking You,

Yours faithfully,

TRUE COPY ATTESTED
PAYAL BAHL
ADVOCATE
SUPREME COURT

Abhijit Mishra

CERTIFIED TRUE COPY

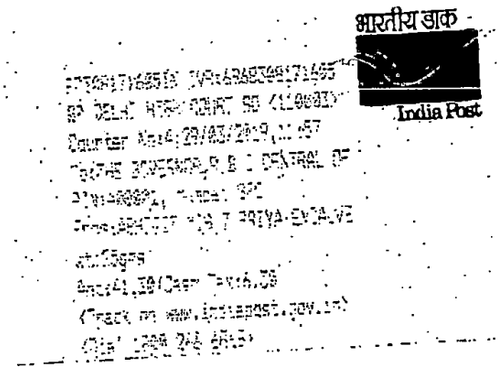
PAYAL BAHL
ADVOCATE
SUPREME COURT OF INDIA

March 29th, 2019

From:-

7 Priya Enclave,

Delhi – 110092.



To,

The Governor,

Reserve Bank of India,

Central Office Building,

Shahid Bhagat Singh Marg,

Mumbai - 400 001.

CERTIFIED TRUE COPY

PAYAL BAHL
ADVOCATE
SUPREME COURT OF INDIA

Subject: Compiaint Against Google India Digital Services Private Limited doing business as Google Pay for Unauthorised Operation in India as Payment and Settlement Systems.

Respected Sir,

1. With great grief I would like to bring forth public complaint to your kind attention against Google India Digital Services Private Limited (CIN- U74999HR2017PTC067218) doing business as Google Pay for unauthorised operation in India as Payment and Settlement Systems in defiance of the Section 4 sub section 1 of the Payment and Settlement Systems Act, 2007. The said section clearly mentions that no person, other than the Reserve Bank, system not shall commence or operate a payment system except to operate under and in accordance with an authorization issued without by the Reserve Bank of India.

2. That Google India Digital Services Private Limited doing business as Google Pay is not listed as an authorised operator as per list of the 'Payment System Operators' authorised by the Reserve Bank of India to set up and operate in India under the Payment and Settlement Systems Act, 2007 as published by the Reserve Bank of India dated March 20th, 2019.

3. Google India Digital Services Private Limited doing business as Google Pay though its unauthorised operation in India as Payment and Settlement Systems has unmonitored and unauthorised access to the personal information such as AADAR, PAN, Transaction etc. of the public by acting as a Payment and Settlement Systems. The Google Pay is not adhering to the Reserve Bank of India circular RBI/2017-18/153 | DPSS.CO.OD No. 2785/06.08.005/2017-2018 dated 6th April 2018 with subject – "Storage of Payment

System Data" issued under Section 10(2) read with Section 18 of Payment and Settlement Systems Act 2007. Thereby Google Pay by the virtue of unauthorised access to the BHIM AADHAR – Unified Payments Platform can have serious detrimental effect on the privacy and personal liberty of the Indian Citizen as the data might be stored in servers located outside India. This is in gross violation of the principals enshrined under the purview of Article 21 of the Indian Constitution by letting an unauthorised private company to access the personal account details of the Indian citizens.

4. That on August 28th, 2018 Google Pay has made public admission that through its Payment and Settlement System more than 2.2 million or 2.2 crore people have crossed over 750 million transaction worth US$30 Billion which is equivalent to 2 lac Crore. The event of failure of the Google Pay's Payment and Settlement System might create public order crisis within the country and create is likely to result, in systemic risk being inadequately controlled.

5. That being unauthorised under the provisions of the Payment and Settlement Systems Act, 2007; the Google India Digital Services Private Limited doing business as Google Pay becomes immune to The Reserve Bank of India's Ombudsman Scheme for Digital Transactions, 2019 (CEPD. PRS. No. 3370/13.01.010/2018-19 Date: January 31, 2019). Such disrespect to the Payment and Settlement Systems Act, 2007 is against the public interest at large as there is no protection of the public's interest in the Reserve Bank of India's ombudsman complaint mechanism against Google Pay in the event of dispute.

6. That the Reserve Bank of India's Ombudsman Scheme for Digital Transactions, 2019 is essential to the healthy Indian Financial System. The Google India Digital Services Private Limited doing business as Google Pay must be brought under the purview of the Ombudsman Scheme for Digital Transactions citing the disputes as mentioned below

   a. Prepaid Payment Instruments: Non-adherence to the instructions of Reserve Bank by System Participants about Prepaid Payment Instruments.

   b. Mobile / Electronic Fund Transfers: Non-adherence to instructions of Reserve Bank / respective System Provider to System Participants, on payment transactions through Unified Payments Interface (UPI) / Bharat Bill Payment System (BBPS) / Bharat QR Code / UPI QR Code.

   c. Non-reversal / failure to reverse within reasonable time, funds wrongly transferred to the beneficiary account due to lapse at the end of System Participant.

d. Any other matter relating to the violation of the directives including on fees / charges, if any, issued by the Reserve Bank in relation to digital transactions.

Prayer:

1. That Reserve Bank of India to immediately order Google India Digital Services Private Limited doing business as Google Pay to stop its unauthorised operation in India as Payment and Settlement Systems for its failure to comply and obtain authorization of the Reserve Bank of India before commencement of the operations as per the provision prescribed under section 4 and sub section 1 of the Payment and Settlement Systems Act, 2007.
2. That Reserve Bank of India to conduct compliance audit of the Google India Digital Services Private Limited doing business as Google Pay doing unauthorised operation in India as Payment and Settlement Systems under the provisions of section 13, 14, 16 and 17 of the Payment and Settlement Systems Act, 2007.
3. That Reserve Bank of India to impose penalties on the Google India Digital Services Private Limited doing business as Google Pay doing unauthorised operation in India as Payment and Settlement Systems under the provisions of section 26, 27, 28, 29 and 30 of the Payment and Settlement Systems Act, 2007 for contravention of the laws, regulations and procedure.

I am looking forward for an opportunity of your or your designated officer's audience to put forth my study on the subject regarding the institutional malaise in India.

Thanking You,

Yours faithfully,

CERTIFIED TRUE COPY

PAYAL BAHL
ADVOCATE
SUPREME COURT OF INDIA

Abhijit Mishra

TRUE COPY ATTESTED
PAYAL BAHL
ADVOCATE
SUPREME COURT OF INDIA

Gmail

Abhi Mishra <greeneyehunk@gmail.com>

Unauthorized access of National Payments Corporation of India's UPI and BHIM AADHAR platform by Google Pay (Mobile Payments Application).

1 message

Abhi Mishra <greeneyehunk@gmail.com> 11 February 2020 at 12:15
To: ceo@uidai.gov.in

11th February 2020

From,
7 Priya Enclave,
Delhi – 110092.

CERTIFIED TRUE COPY

PAYAL BAHL
ADVOCATE
SUPREME COURT OF INDIA

To,
Honourable Chief Executive Officer,
Unique Identification Authority of India,
Government of India,
Bangla Sahib Rd,
Behind Kali Mandir,
Gole Market, New Delhi – 110001

Subject – Unauthorized access of National Payments Corporation of India's UPI and BHIM AADHAR platform by Google Pay (Mobile Payments Application).

Honourable Sir,

1. By the virtue of this letter, I would like to inform you that Google India Digital Services Private Limited doing business as Google Pay (Mobile Payments Application) has been processing the payments via National Payments Corporation of India's UPI and BHIM AADHAR payments platforms.

2. Further, I would like to inform your office that the Google India Digital Services Private Limited doing business as Google Pay (Mobile Payments Application) is not an authorized entity by the Reserve Bank of India under Payments and Settlement Systems Act, 2007. Thus, its payment operations are illegal and in contravention of the laws of the land.

3. The Google India Digital Services Private Limited doing business as Google Pay (Mobile Payments Application) has been using the via National

Payments Corporation of India's UPI and BHIM AADHAR payment platforms for conducting its business of enabling the payments using AADHAR authentication which technically means that your systems may be compromised.

4. Please be informed if in case National Payments Corporation of India is having a contractual agreement with **Google India Digital Services Private Limited** doing business as Google Pay (Mobile Payments Application) for accessing UPI and BHIM payment platforms for conducting its business of enabling the payments; then such agreement is null and void.

5. It is a humble prayer to your office to take appropriate actions against unauthorized access of the UPI and BHIM AADHAR payment platforms by the **Google India Digital Services Private Limited** doing business as Google Pay (Mobile Payments Application).

Thanking You,
Abhijit Mishra

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PAYAL BAHL
ADVOCATE
SUPREME COURT OF INDIA

Gmail Abhi Mishra <greeneyehunk@gmail.com>

Complaint Against Google India Digital Services Private Limited doing business as Google Pay for Unauthorised Operation in India as Payment and Settlement Systems

Abhi Mishra <greeneyehunk@gmail.com> 31 March 2019 at 00:15
To: support-in@google.com

To,

The Managing Director,
Google India Digital Services Private Limited
doing business as Google Pay.
Unit 207, 2nd Floor Signature Tower-II Tower A
, Sector 15 Part II Silokhera,
Gurgaon, Haryana, India, 122001.

CERTIFIED TRUE COPY

PAYAL BAHL
ADVOCATE
SUPREME COURT OF INDIA

Subject: Complaint Against Google India Digital Services Private Limited doing business as Google Pay for Unauthorised Operation in India as Payment and Settlement Systems.

Respected Sir,

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3. Google India Digital Services Private Limited doing business as Google Pay though its unauthorised operation in India as Payment and Settlement Systems has unmonitored and unauthorised access to the personal information such as AADAR, PAN, Transaction etc. of the public by acting as a Payment and Settlement Systems. The Google Pay is not adhering to the Reserve Bank of India circular RBI/2017-18/153 | DPSS.CO.OD No. 2785/06.08.005/2017-2018 dated 6th April 2018 with subject – "Storage of Payment System Data" issued under Section 10(2) read with Section 18 of Payment and Settlement Systems Act 2007. Thereby Google Pay by the virtue of unauthorised access to the BHIM AADHAR – Unified Payments Platform can have serious detrimental effect

on the privacy and personal liberty of the Indian Citizen as the data might be stored in servers located outside India. This is in gross violation of the principals enshrined under the purview of Article 21 of the Indian Constitution by letting an unauthorised private company to access the personal account details of the Indian citizens.

4. That on August 28th, 2018 Google Pay has made public admission that through its Payment and Settlement System more than 2.2 million or 2.2 crore people have crossed over 750 million transaction worth US$30 Billion which is equivalent to 2 lac Crore. The event of failure of the Google Pay's Payment and Settlement System might create public order crisis within the country and create is likely to result, in systemic risk being inadequately controlled.

5. That being unauthorised under the provisions of the Payment and Settlement Systems Act, 2007; the Google India Digital Services Private Limited doing business as Google Pay becomes immune to The Reserve Bank of India's Ombudsman Scheme for Digital Transactions, 2019 (CEPD. PRS. No. 3370/13.01.010/2018-19 Date: January 31, 2019). Such disrespect to the Payment and Settlement Systems Act, 2007 is against the public interest at large as there is no protection of the public's interest in the Reserve Bank of India's ombudsman complaint mechanism against Google Pay in the event of dispute.

6. That the Reserve Bank of India's Ombudsman Scheme for Digital Transactions, 2019 is essential to the healthy Indian Financial System. The Google India Digital Services Private Limited doing business as Google Pay must be brought under the purview of the Ombudsman Scheme for Digital Transactions citing the disputes as mentioned below

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c. Non-reversal / failure to reverse within reasonable time, funds wrongly transferred to the beneficiary account due to lapse at the end of System Participant.

d. Any other matter relating to the violation of the directives including on fees / charges, if any, issued by the Reserve Bank in relation to digital transactions.

Prayer:

1. Google India Digital Services Private Limited doing business as Google Pay to stop its unauthorised operation in India as Payment and Settlement Systems for its failure to comply and obtain authorization of the Reserve Bank of India before commencement of the operations as per the provision prescribed under section 4 and sub section 1 of the Payment and Settlement Systems Act, 2007.

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PAYAL BAHL
ADVOCATE
SUPREME COURT OF INDIA

I am looking forward for an opportunity of your or your designated officer's audience to put forth my study on the subject regarding the institutional malaise in India.

Thanking You,

Yours faithfully,
Abhijit Mishra
7 Priya Enclave,
Delhi – 110092.
9891578108

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PAYAL BAHL
ADVOCATE
SUPREME COURT OF INDIA

ANNEXURE P7

Abhijit Mishra

Subject: Advance Service: Abhijit Mishra v/s UIDAI & Others (Fresh Case)
Date: Wednesday, December 30, 2020 at 11:52:42 PM India Standard Time
From: abhi@abhimishra.in <abhi@abhimishra.in>
To: H.S. Parihar <hamelparihar@rediffmail.com>, mohammedmuqeem@gmail.com <mohammedmuqeem@gmail.com>, apac-corporg.cs@google.com <apac-corporg.cs@google.com>
A; achments: Writ PeVVon Abhi vs UIDAI.pdf

To,

1. Advocate Mr. Mohd. Muqeem
   The Honourable Learned Counsel,
   Respondent No. 1 - UIDAI
   Union of India,
   High Court of Delhi.
   Mobile 09999864964
   Email - mohammedmuqeem@gmail.com

2. Advocate Mr. H.S Parihar
   The Honorable Learned Counsel (On Record),
   Respondent No. 2 Reserve Bank of India
   High Court of Delhi.
   Mobile – 09810510162
   Email - hamelparihar@rediffmail.com

3. Respondent No. 3 Google India Digital Services Private Limited
   Unit 207, 2ND Floor Signature Tower-II
   Tower A, Sector 15 Part II Silokhera,
   Gurugram Haryana – 122001
   Email - apac-corporg.cs@google.com

Subject: Advance Service: Abhijit Mishra v/s UIDAI & Others (Fresh Case)

Honourable Sir,

Please find the advance service of the paper book for the "Abhijit Mishra v/s UIDAI & Others" (Fresh Case) for your kind perusal and necessary actions.

Thank You,
Abhijit Mishra
Petitioner in Person
7 Priya Enclave,
New Delhi – 110092
Mobile - 09891578108

CERTIFIED TRUE COPY

PAYAL BAHL
ADVOCATE
SUPREME COURT OF INDIA

Company Master Data

CIN	U74999HR2017PTC067218
Company Name	GOOGLE INDIA DIGITAL SERVICES PRIVATE LIMITED
ROC Code	RoC-Delhi
Registration Number	067218
Company Category	Company limited by Shares
Company SubCategory	Non-govt company
Class of Company	Private
Authorised Capital(Rs)	40000000
Paid up Capital(Rs)	40000000
Number of Members(Applicable in case of company without Share Capital)	0
Date of Incorporation	25/01/2017
Registered Address	UNIT 207, 2ND FLOOR SIGNATURE TOWER-II TOWER A, SECTOR 15 PART II SILOKHERA, GURUGRAM Gurgaon HR 122001 IN
Address other than R/o where all or any books of account and papers are maintained	-
Email Id	apac-corporg.cs@google.com
Whether Listed or not	Unlisted
ACTIVE compliance	ACTIVE compliant
Suspended at stock exchange	-
Date of last AGM	23/09/2019
Date of Balance Sheet	31/03/2019
Company Status(for efiling)	Active

Charges

Assets under charge	Charge Amount	Date of Creation	Date of Modification	Status
No Charges Exists for Company/LLP				

Directors/Signatory Details

DIN/PAN	Name	Begin date	End date	Surrendered DIN
01187482	THIRUMALESH GANGAPPA	25/01/2017	-	
07500891	GITANJALI DUGGAL	25/01/2017	-	

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PAYAL BAHL
ADVOCATE
SUPREME COURT OF INDIA

IN THE HIGH COURT OF DELHI AT NEW DELHI
EXTRAORDINARY ORIGINAL JURISDICTION
PUBLIC INTEREST LITIGATION
IN WRIT PETITION (CIVIL) NO. _____ OF 2021
IN THE MATTER OF

ABHIJIT MISHRA PETITIONER

VERSES

UIDAI AND OTHER'S RESPONDENTS

VAKALATNAMA

KNOW ALL to whom these presents shall come that I, Abhijit Mishra the above-named Writ Petitioner do hereby appoint Ms. Payal Bahl to be my Advocate in the above noted case authorise her:-

1. To act, appear and plead in the above-noted case in this Central Administrative Tribunal or in any other Court in which the same may be tried or heard and also in the appellate Court including High Court subject to payment of fees separately for each Court by me/us.
2. To sign, file, verify and present pleadings, appeals, cross-objections or petitions for executions review revision, withdrawal, compromise or other petitions or affidavits or other documents as may be deemed necessary or proper for the prosecution of the said case in all its stages subject to payment of fees for each stage.
3. To file and take back documents, to admit and/or deny the documents of opposite party.
4. To withdraw or compromise the said case or submit to arbitration any differences or disputes that may arise touching or in any manner relating to the said case.
5. To take execution proceedings.
6. To deposit, draw and receive monthly cheques, cash and grant receipts thereof and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution of the said case.

7. To appoint and instruct any other Legal Practitioner authorising him to exercise the power and authority hereby conferred upon the Advocate whenever he may think fit to do so and to sign the power of attorney on our behalf.
8. And I, the undersigned do hereby agree to rectify and confirm all acts done by the Advocate or his substitute in the matter as my/our own acts, as if done by me/us to all intents and proposes.
9. And I undertake that I or my duly authorised agent would appear in Court on all hearings and will inform the Advocate for appearance when the case is called
10. And I, the undersigned do hereby agree not to hold the advocate or his substitute responsible for the result of the said case.
11. The adjournment costs whenever ordered by the Court shall be of the Advocate which he shall receive and retain for himself.
12. And I the undersigned to hereby agree that in the event of the whole or part of the fee agreed by me/us to be paid to the advocate remaining unpaid he shall be entitled to withdraw from the prosecution of the said case until the same is paid up. The fee settled is only for the above case and above Court. I hereby agree that once fee is paid, I will not be entitled for the refund of the same in any case whatsoever and if the case prolongs for more than 3 years the original fee shall be paid again by me.

IN WITNESS WHEREOF I do here unto set my hand to these presents the contents of which have been understood by me on this 1st Day of January 2021 and I accept the terms and conditions.

Abhijit Mishra
S/O Late Shri. Om Prakash Mishra
R/O 7 Priya Enclave,
New Delhi-110092
Mobile – 09891578108
Email - abhi@abhimishra.in

Payal Bahl, (Advocate)
Enroll No. D2850 / 2008
Lawyers Chamber G-708,
Karkardooma Court Complex
New Delhi – 110092.
Mobile – 09910860430
Email - advocatepayal@yahoo.com


ADVOCATES WELFARE FUND
DELHI
DELHI
5रु.
Rs.5
पाँच रुपये
1627522
FIVE RUPEES


ADVOCATES WELFARE FUND
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DELHI
5रु.
Rs.5
पाँच रुपये
1627562
FIVE RUPEES


ADVOCATES WELFARE FUND
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Rs.5
पाँच रुपये
1627530
FIVE RUPEES


ADVOCATES WELFARE FUND
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FIVE RUPEES


ADVOCATES WELFARE FUND
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FIVE RUPEES


ADVOCATES WELFARE FUND
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1627578
FIVE RUPEES


ADVOCATES WELFARE FUND
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FIVE RUPEES


ADVOCATES WELFARE FUND
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FIVE RUPEES


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FIVE RUPEES


ADVOCATES WELFARE FUND
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