**BEFORE THE HON’BLE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, COSMOS**

**IN RE: COMPLAINT No. 26 of 2022**

# **IN THE MATTER OF**:

Bruno

Age 45.

56/879, 4th street,

Sunset Avenue,

Cosmos- 32.

Graphic Designer ……………………………………………………,,.COMPLAINANT

## **Vs.**

Manager

Cenza Bank Private Limited

2nd Cross Street,

Jeevan Nagar,

Cosmos-60……………………………………..………….OPPOSITE PARTY

**COMPLAINT UNDER SECTION 35 of CONSUMER PROTECTION ACT, 2019**

# **RESPECTFULLY SHOWETH:**

1. The address of the Complainant for the purpose of service of summons, notice etc is as shown in the cause title above and that of his counsel
2. The address of the Opponents for the very purpose is the same as shown in the cause title above.
3. The opposite party is Cenza Bank, represented by its authorised person i.e. the Manager
4. The complainant took a loan of Rs 15,00,000 from the opposite party on 15/03/2022 at the rate of 9 pcpa for 10 years and the EMI was fixed at Rs 19,000.
5. The time period of payment of EMI was 120 months, but he was charged 12% instead of 9% and the amount was also raised to Rs 22,000 from 19,000 without prior notice. The same was deducted from his account
6. The complainant further submits that he immediately notified the opposite party about it to which the OP admitted that there had been an error but failed to correct the same.
7. After multiple emails, the complainant finally sent a legal notice to the opposite party on 23/04/2022
8. The opposite party failed to reply to the same, and hence this complaint.
9. The cause of action arose in the first instance on 15/03/2022 when the complainant purchased the loan, and in the second instance on 23/04/2022 when the complainant sent a legal notice.
10. .Jurisdiction:

As the consideration paid for the service availed is less than Rupees 50 lakhs, and the cause of action is in the city of Cosmos, the complaint is being filed with the Hon’ble District Consumer Disputes Redressal Commission, Cosmos.

1. Limitation:

That the present complaint is being filed within a period of two years from the date of cause of action i.e date of the incident, as prescribed under section 69 of the Act, 2019

1. Court Fees:

In line with Rule 7 of Consumer Protection (Consumer Dispute Redressal Commission) Rules, 2020, no court fee has been paid as the value of the impugned product is less than Rs 5 lakhs, and stipulated three copies of the complaint have been submitted.

**Annexure:**

Receipts for the EMIs paid

Loan agreement (original)

Copy of the emails sent to the opposite party

Original legal notice

# **PRAYER**

### The complainant the**r**efore prays: -

1. That the opposite party be directed to refund the excess amount deducted from the complainant’s account
2. That the opposite party be directed to pay Rs 1,00,000 towards compensation
3. that such orders be passed as the Hon’ble Consumer Forum may deem fit in the circumstances of the case.

PLACE: Signature

DATED: NAME OF THE COMPLAINANT

# **VERIFICATION**

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I, Bruno, aged 45, resident of 56/879, 4th street,Sunset Avenue, Cosmos- 32, Graphic Designer by profession hereby declare that I have not misrepresented any facts nor have I tried to hide any information in my above complaint. All the facts mentioned herein are true to the best of my knowledge.

Name

Signature