**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

UCO Bank

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 UCO Bank represented by its authorised representative ie. the Manager
4. The complainant submits that on 30/04/2020 he received an SMS from the opposite party stating that that he had made a transaction of Rs 1,250.29/- and another transaction for Rs 2,096.07/- (total transaction value: Rs 3,346.36) using his credit card ending with 4567. However his card number ends with 6716.
5. Further, he also received a statement of account pertaining to the credit card number ending with 4567 on 23/10/2020 stating that there was an outstanding balance of Rs 40,000/- in respect of the impugned credit card.
6. The complainant was shocked by this because he had only availed a credit amount of Rs 30,000 in the past. Further he had repaid Rs 15,000 in three installments and had availed a cash back offer of Rs 3000. Hence, the amount due was Rs 12,000/- and not Rs 40,000.
7. The complainant immediately got his credit card blocked and brought the same to the notice of the opposite party.
8. Although the complainant sent multiple emails dated 26/08/2020, 28/08/2020 and 29/08/2020 to the opposite party requesting for corrective action, the opposite party failed to do the needful.
9. Finally, he sent a legal notice on 10/09/2020 to the opposite party but did not receive any reply to the notice. Hence this complaint.
10. The cause of action arose in the first instance when he received an SMS from the bank about the first transaction on 30/04/2020. The cause of action in the second instance arose when he sent multiple emails to the bank between 26/08/2020 to 29/08/2020 and the cause of action in the third instance arose when he sent a legal notice on 10/09/2020.
11. 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:**

1. A/C pass book
2. Statement of account for the relevant period
3. Print out of the SMS received from the opposite party
4. Copy of the emails sent to the opposite party
5. Original legal notice

# **PRAYER**

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

1. that the opposite party be directed to credit the amount incorrectly debited.
2. that the opposite party be directed to pay Rs 1,00,000 towards compensation ofr mental harassment and litigation
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

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# **VERIFICATION**

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I, Bruno, aged 45, resident of 56/879, 4th street,Sunset Avenue, Cosmos- 32, 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