**BEFORE THE CONSUMER DISPUTES REDRESSAL DISTRICT FORUM AT LATEHAR, JHARKHAND**

**CC.No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_/20\_\_**

Manish Kumar

s/o Mahendra Prasad

Village- Baajkum, District- Latehar.

Phone number: [Phone number]

Age: [Enter Age]

Occupation: [Enter Occupation] Complainant

Versus

Shriram Transport Finance Company Ltd.,

Lohardanga,

District- Latehar. … Opposite Party

This complaint under section 35 of the Consumer Protection Act, 2019, is presented on the grounds stated herein under:-

1. That the Complainant is a citizen on India residing in village- Baajkum, District- Latehar. and the Opposite Party abovenamed, is a finance company registered in India and providing various kinds of insurance services and having its office at Lohardanga, District- Latehar, Jharkhand.

2. That the complainant entered into a finance agreement with the opposite party to finance the purchase of his truck. The finance agreement is attached as Exhibit 1.

3. The complainant purchased a truck with registration number JH 02 T 7206 via finance agreement number \_\_\_\_\_\_\_\_\_ with the opposite party. The opposite party gave the complainant a loan of Rs. 950000 and the repayment terms included 44 instalments of Rs 1360339 in total.

4. The complainant could not deposit the last 6 installments due to COVID. The complainant talked to the branch manager of the opposite party who assured me that the complainant could pay the 6 installments all at once without needing to pay any additional interest on them. He also assured me that he would give me an NOC after the payment of the dues.

5. With great difficulty, the Complainant somehow arranged Rs 198000, which was the total of due instalments, and paid it on 30.07.2021. Despite this, the opposite party sent its agents (muscle men) who seized the truck.

6. The complainant contacted the branch manager again. However, to the utter shock and disappointment to the complainant, the branch manager lied and said that additional interest would need to be paid.

7. The complainant has already suffered a massive loss due to the incident. The truck was the complainant’s only source of income and the complainant am financially struggling without access to it.

8. The opposite party, involved in the business of providing loan services has been deficient in offering this service by the wrongful seizure of the truck and resultant unnecessary mental harassment caused to the complainant.

7. The total consideration paid by the Complainant for the service is Rs.13,60,339/- which is less than Rs. 50 lakhs. The complainant resides in Latehar, and the opposite party also carries on business in Latehar and the cause of action arises in Latehar district. Hence the district forum has the jurisdiction to try and entertain this complaint.

8. The complainant has not filed any complaint having the same cause of action in any other forum or court.

9. The cause of action arose on 30.07.2021 which is within the limitation period prescribed under the Act. Hence, the claim in the complaint is not barred by the law of limitation.

10. The Complainant is complying with the Court Fees Mandated under Rule 7 of the Consumer Protection (Consumer Dispute Redressal Commission) Rules, 2020.

11. In the circumstances, the Complainant therefore prays that:

a. the opposite party be directed to return the truck to the complainant and also grant an NOC relating to the payment of the loan in question;

b. the Opposite Party be directed to pay to the Complainant the sum of Rs. 6,00,000/- due to the loss of business caused by the wrongful seizure;

c. the Opposite Party be directed to pay to the Complainant the sum of Rs.1,00,000/- being the depreciation during the time the truck was kept in the possession of the opposite party;

d. the Opposite Party be directed to pay to the Complainant the sum of Rs. \_\_\_\_\_\_\_\_/- being the cost of the legal expenses borne by the Complainant;

e. the opposite party be directed to pay to the complainant the sum of Rs. \_\_\_\_\_\_\_\_/- being the cost of visiting the opposite party, phone calls, follow up and mental agony and harassment suffered by the Complainant due to negligence and deficiency in service by the opposite party.

d. any other relief deemed fit and proper in the circumstances of the case.

Dated this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**COMPLAINANT**

**VERIFICATION**

I, Manish Kumar, s/o Mahendra Prasad, village- Baajkum, District- Latehar, do hereby solemnly declare and state that what is stated in paragraphs no.1 to 10 of the above complaint is true to my own knowledge and what is stated in remaining paragraphs is stated on information and belief and I believe the same to be true.

Solemnly declared at Latehar

this day of \_\_\_\_\_\_ 2024

Complainant