**BEFORE THE CONSUMER DISPUTES REDRESSAL DISTRICT FORUM AT KAPURTHALA, PUNJAB**

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

M/s Momi Trade Centre

VPO Thatha Nawan

Kapurthala

through its authorized signatory Charanjit Singh Momi … Complainant

Versus

Punjab National Bank

Branch Tibba

Tehsil Sultanpur Lodhi

District Kapurthala … 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 registered entity with a registered address in VPO Thatha Nawan, Kapurthala, and the Opposite Party abovenamed, is a national bank registered in India and having its office at Tibba, Tehsil Sultanpur Lodhi, District Kapurthala.

2. This complaint relates to the deficiency in service of the opposite party faced by the complainant and the unfair trade practice employed by them.

3. The complainant has a bank account with the opposite party with account number 123. The complainant’s client Kundan Singh issued a cheque bearing No. 00029 dated 27.07.2019 for Rs. 2,00,000/- drawn over Kotak Mahindra Bank, where his account was. The cheque is attached as Annexure A.

4. The complainant presented the cheques within the time of 3 months for processing by the opposite party. However, the opposite party intentionally delayed sending the cheque to the bank of the client and sent it only on 28.10.2019 when the cheque had become stale. Now the cheque cannot be honoured causing loss to me despite no fault of the complainant. The correspondence is attached as Annexure B.

6. The opposite party, being a national bank, had a responsibility to process the cheque within time to ensure no undue loss to its customers. By deliberately and unnecessarily delaying the process, the opposite party has been deficient in offering this service and has employed an unfair trade practice. The complainant is entitled to get a refund of the entire amount.

7. The total consideration paid by the Complainant for the purchase is Rs. [enter bank account maintenance charges paid by you]/- which is less than Rs. 50 lakhs. The cause of action arises and both the complainant and the opposite party are registered in Kapurthala. Hence the district forum has the jurisdiction to try and entertain this complaint.

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

8. The cause of action arose on 21.10.2019 which is within the limitation period prescribed under the Act. Hence, the claim in the complaint is not barred by the law of limitation.

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

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

a. the opposite party be directed to compensate the complainant for the loss caused of an amount of Rs. 200000/-;

b. 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;

c. the opposite party be directed to pay to the complainant the sum of Rs. \_\_\_\_\_\_\_\_/- for the 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, M/s Momi Trade Centre, VPO Thatha Nawan, Kapurthala through its authorized signatory Charanjit Singh Momi, 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 the remaining paragraphs is stated on information and belief and I believe the same to be true.

Solemnly declared at Kapurthala

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

Complainant