**BEFORE THE CONSUMER DISPUTES REDRESSAL DISTRICT FORUM AT SOUTH GOA**

ORIGINAL COMPLAINT NO. \_\_\_\_\_\_/2023

(Filing Date: \_\_.\_\_.2023)

Mr. Amey Ulhas Khandeparkar

H. No. 114, Vaddem Colony No.1,

Sanguem, Goa 403704……………………………………………………………………Complainant

Sahara Credit Co-operative Society Limited

Sahara India Tower 7,

Kapoorthala Complex

Aliganj, Lucknow, 226024……………………………………………………………Opposite Party

**COMPLAINT UNDER S. 35 OF THE CONSUMER PROTECTION ACT, 2019**

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. Herein the above-named Complainant most respectfully submits as under:

The Complainant invested in various schemes offered by the Opposite Party (OP), including Sahara C. Anokha, Home Point Mega, Sahara M. Benefit, and Sahara V. Double, on the strength of OP’s reputation as a multi-state cooperative society that engages in collecting funds through recurring/fixed deposit schemes thereby fostering savings habits, providing loans, engaging in social activities, and prioritizing the welfare of its members.

However, upon maturity of the schemes, the OPs failed to pay the Complainant the maturity amount, instead requesting reinvestment. The OPs further delayed payment and provided false promises, leading the Complainant to seek resolution through the Branch Manager and involve the police. Despite some settlement arrangements, the OPs continued to delay payment, close branches, and cause mental distress to the Complainant. Hence the present complaint.

**Cause of Action**

The cause of action arose as the OP has not paid the Complainant the maturity amount on his investment, and is refusing to abide by the terms of the settlement. The cause of action is still continuing due to failure to resolve the Complainant's grievances by the OP till date. Hence the present complaint.

**Limitation Period and Court Fees**

The present complaint is being filed within a period of two years from the date of cause of action, as prescribed under section 69 of the Act, 2019. The Complainant declares that requisite court fees as per statutory rules is being paid on the present complaint.

**Territorial Jurisdiction**

This Hon'ble Commission has territorial jurisdiction to entertain and adjudicate upon the present complaint as the cause of action has arisen within its jurisdictional limits where the Complainant is a permanent resident.

**Pecuniary Jurisdiction**

The value of the present complaint is less than Rs. 50 lakhs, as the amount of compensation is well within the pecuniary jurisdiction limits prescribed for this Hon'ble Commission.

**Evidence Relied Upon**

1. Copy of Passbook No. 2640 of Sahara Credit Cooperative Society Ltd
2. Copy of Passbook No. 8950 of Sahara Credit Cooperative Society Ltd.
3. Copy of Passbook No. 3710 of Sahara Credit Cooperative Society Ltd.
4. Copy of Certificate No. 170650000099 of Sahara Credit Cooperative Society Ltd.
5. Copy of Certificate No. C-60/22 3 765000075921 of Sahara Credit Cooperative Society Ltd.
6. Copy of Recurring Deposit Passbook No. 3710.

**Prayer**

In view of the above stated facts and circumstances, and in the interest of justice, it is most respectfully prayed that this Hon'ble Commission may be pleased to grant as reliefs from OP

1. principal deposited amount of Rs. 2,38,000/-, along with the accrued interest
2. punitive interest of 18% compounded
3. compensation of Rs. 1,00,000/- for mental harassment
4. costs of the proceedings amounting to Rs. 25,000/-

**VERIFICATION**

I, Mr. Amey Ulhas Khandeparkar, resident of Vaddem Colony No.1, Sanguem, Goa hereby declare that I have not misrepresented any facts nor have tried to hide any information in my above complaint. All the facts mentioned herein are true to the best of my knowledge.

Name & signature of the complainant