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

**IN RE: COMPLAINT No. 02 of 2022**

# IN THE MATTER OF:

K. Vimala

40 years of age, female

12/308, 5th street, Karishma Nagar, Cosmos-70.

Vimala1888@gmail.com

9234567891………………………………………………………….COMPLAINANT

## Vs.

Cenza Bank Private Limited

Represented by its Branch Manager

2nd Cross Street, Malati Nagar, Cosmos-60

Cenzabank@gmail.com

9456716832……………………………………………..………….OPPOSITE PARTY

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

# RESPECTFULLY SHOWETH:

1. The complainant, K. Vimala (PAN Card No. xxxxx xxxxx), aged 40, residing at 12/308, 5th street, Karishma Nagar, Cosmos-70, is a teacher by profession, and has been working in Lavender Public School, Cosmos for the last seven years.
2. The opposite party is a well-known and reputed bank in the BFSI (Banking, Financial Services and Insurance) sector, and has branches across the city of Cosmos and in other parts of the country. The complainant has an account with the Malati Nagar branch of the opposite party (Account No. xxxxxxxxxxx).
3. On 04/02/2022 (4th February, 2022), at around 6:30 pm, the complainant visited the Jeevan Nagar ATM of the opposite party. There were people already waiting to withdraw cash, so the complainant also patiently stood in the queue. More importantly, none of the persons who availed the ATM facility mentioned that the machine was not dispensing cash. After some time, the complainant entered, inserted her card, and requested an amount of Rs 6000/- The complainant waited for a few minutes, but the machine did not dispense cash. Instead, the screen displayed the balance amount which reflected a debit of Rs 6000/- and asked the complainant to withdraw her card. The complainant did not receive a receipt for the transaction as she opted for a paperless transaction. When the complainant enquired from the security person who was seated outside the facility about the status of the machine, he said that he was not aware of the status.
4. On 05/02/2022, the complainant contacted the 24 x 7 customer care division of the bank to register her grievance. She was told the matter would be looked into and resolved as soon as possible, but even after five days, she did not hear from them; 1234 56789 is the complaint ID. On the same day, the complainant raised the issue on the portal for consumer grievance redressal, but she didn’t receive a response to the request raised.
5. She; however, decided to patiently wait for a few more days so as to give the bank the time that may be required to resolve the issue. Meanwhile, she also visited her home branch in person 2-3 times to register her concerns. During her visits, she emphasized time and again the urgency of her issue given the value of the money involved in the transaction, and also pressed for speedy redressal of her case. Every time the complainant visited the branch, she was assured that the matter would be resolved in a few days, but no further steps were taken after that in furtherance of her request.
6. The complaint also produced everything that she had with her to prove that the machine indeed did not dispense the requested amount of cash. In this regard, she showed them the SMS (short messaging service) that she received on her phone regarding the transaction on 04/02/2022, and also her weekly account statement.
7. She asked the officials to check the CCTV footage, and also contact the security person who was seated outside the facility on that day about the incident. They, once again, said the same thing; that the matter would be resolved at the earliest.
8. After about 20 days from the incident date, on 24/02/2022 (24th February, 2022), the complainant received a call from the customer care division of the opposite party. This time, the opposite party denied the existence of any deficiency in service from their side. Consequently, they refused to credit the complainant’s account with the amount in dispute.
9. The complainant was therefore constrained to send a legal notice on 25/02/2022 (25th February, 2022) whereby the opposite party was advised to comply with the request of the complainant for a refund of the money that was debited from her account although she did not actually receive the cash, and pay Rs 2000/- as compensation for the mental distress caused to the complainant due to this incident to avoid initiation of action under the Consumer Protection Act of 2019 on the ground of deficiency in the service rendered to the customer.
10. However, months went by, but the complainant never received any reply to the notice sent on 25/02/2022. Distressed by the indifferent attitude of the opposite party towards the suffering of the complainant, the latter has now approached this hon’ble commission for relief.
11. The complainant, therefore, humbly submits that the present incident is a clear case of violation of the right of the complainant as a consumer to avail quality banking services, and also deficiency in service as described under section 2(11) of the Consumer Protection Act of 2019 thereby meriting remedy under the relevant provisions of the Act.
12. The cause action arose in the first instance on 04/02/2022 when the complainant visited the ATM to withdraw cash; in the second instance, on 05/02/2022, when she registered her grievance with the bank for redressal of her issue; and finally, on 24/02/2022, when the opposite party rejected her request.
13. The following documents have been attached as Annexures for the perusal of the hon’ble commission:
14. ATM card statement
15. Screenshot of the grievance raised on the website
16. Copy of the SMS received from the bank
17. Copy of her weekly account statement
18. Legal Notice sent to the opposite party

1. Jurisdiction:

As the total amount involved 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.

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 service is less than Rs 5 lakhs, and stipulated three copies of the complaint have been submitted.

# PRAYER

### The complainant therefore prays: -

1. That the opposite party be directed to refund the wrongly debited amount of Rs 6000/- and pay Rs 2000 as compensation for the mental distress caused by the act of the opposite party
2. 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

I, K. Vimala , aged 40, residing at 12/308, 5th street, Karishma Nagar, Cosmos-70, 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