# 

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

**IN RE: COMPLAINT No. 04 of 2022**

# IN THE MATTER OF:

Bruno

46 years of age, male

20/918, III street, Vimala Nagar, Cosmos – 100

Bruno1888@gmail.com

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

## Vs.

Cenza Bank Private Limited

Represented by its Manager

2nd Cross Street, Simala Nagar, Cosmos-60

Cenza@gmail.com

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

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

# RESPECTFULLY SHOWETH:

1. The complainant, Bruno (PAN Card No. xxxxx xxxxx), aged 46, residing at 20/918, III street, Vimala Nagar, Cosmos – 100, is a graphic designer by profession, and has been working in H2O Designs Private Limited 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. With over 1 lakh customers, the bank actively provides loans and advances for a variety of purposes to its diverse clientele.
3. Pursuant to his decision to buy a four-wheeler, on 04/02/2022 (4th February, 2022), the complainant visited the Jeevan Nagar branch of Cenza Bank Private Limited located in the city of Cosmos with which he already had a savings account for information regarding auto loans. During the discussions regarding the terms and conditions of the loan, the bank sent an SMS to the complainant in which it was mentioned that he would have to pay Rs 25,000 for 50 months beginning March 2022. Subsequently, when the complainant agreed to it, the bank sanctioned a loan of Rs 10,00,000/- with 11% fixed interest rate.
4. The loan agreement was signed on 08/06/2022, and the hire-purchase agreement was also signed on 10/06/2022. However, at the time of the first EMI payment, much to the disappointment of the complainant, he received an email which stated that I would have to pay Rs 30,000 for 40 months beginning March 2022.
5. Immediately, the complainant decided to bring up the issue of upward revision in his EMI payments without prior notice before the appropriate authorities. On 10/03/2022, he contacted the bank officials for an explanation. They; however, denied responsibility, and stated that they had not given any oral or otherwise assurances with respect to the EMI payments. Moreover, they claimed that they were only following the terms and conditions of the loan agreement that was entered into with the opposite party after obtaining his consent.
6. Moreover, the opposite party, after taking a sum of Rs 7200,promised to initiate the process for making the necessary changes in the RC book and insurance policy but hasn’t done it yet which has caused mental distress to the complainant. On 15/03/2022 (15th March, 2022), the complainant registered his grievance in the customer feedback section that was available on the website wherein he explained in detail his grievances, and also tried to contact the opposite party using the toll-free number given on the website to voice his concerns regarding the deficiency in the service provided to the complainant, but there was no response from their side.
7. After about three days, on 18/03/2022 (18th March, 2022), the complainant received a call from the customer care cell of the opposite party, but the response was not any different from the one given earlier. The opposite party neither acknowledged the occurrence of a mistake nor did they promise to look into the request raised by the complainant to see what best they can do from their side to ensure a smooth and hassle-free banking experience for the complainant.
8. The complainant was therefore constrained to send a legal notice on 15/04/2022 (April 15, 2022) whereby the opposite party was requested to adhere to original terms and conditions including EMI payments and applying for vehicle registration and insurance policy, and also pay Rs 10,000/- as compensation for the mental distress and also the legal expenses incurred by complainant to avoid initiation of action under the Consumer Protection Act of 2019 on the ground of deficiency in the service rendered to the customer.
9. However, months went by, but the complainant never received any reply to the notice sent on 20/03/2022. 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.
10. 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 service for the consideration paid, 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.

1. The following documents have been attached as Annexures for the perusal of the hon’ble commission:
2. Original loan agreement
3. Hire-purchase agreement
4. Receipt for the EMI payments made
5. Copies of the emails sent to the opposite party
6. Original legal notice
7. 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, requisite court fee has been paid as the value of the service availed is more 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 adhere to the original terms and conditions including EMI payments;
2. Initiate the necessary processes pertaining to vehicle registration and insurance policy without any further delay;
3. Pay Rs 10,000 as compensation for the mental distress caused and the legal expenses incurred by the complainant;
4. 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, Bruno, 46 years of age, male, 20/918, III street, Vimala Nagar, Cosmos – 100, 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