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

**IN RE: COMPLAINT No. 15 of 2022**

# IN THE MATTER OF:

Bruno

46 years of age, male

56/934, 2nd street, Vimala Nagar, Cosmos-45

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. The complainant already had a savings account with the opposite party when he approached the latter on 04/02/2022 (4th February, 2022) with a request for extending a personal loan to the tune of Rs 10,00,000/- After deliberations, the opposite party sanctioned a total of Rs 10,00,000/- on 10/02/2022 and an intimation to this effect was sent to the complainant via email on 10/02/2022.

Details of the loan sanctioned are as follows:

Bank Name: Cenza Bank Private Limited

Branch: Jeevan Nagar, Cosmos

IFSC Code: xxxx

Loan Account no. – 43256943217

Amount borrowed: Rs 10,00,000/-

Date on which the loan was granted: 10/02/2012

EMI: Rs 15,000/-

EMI payment period: 84 months

1. The complainant has been paying his EMI regularly beginning March 2012. On 10/06/2022, 10/08/2022 and 10/03/2023, the complainants made lump sum payments of Rs 1,00,000 on each of the above-mentioned dates towards repayment of my loan.
2. On 25/03/2023, the complainant sent an email to the bank stating that he would like to opt for pre-closure of his loan account, and in furtherance of the same, he requested a statement of accounts in respect of his loan account from the bank. However, instead of a loan account statement, he received a letter from the opposite party dated 29/03/2023 stating that the outstanding balance in the loan account was Rs 5,00,000.
3. On receiving the letter, the complainant sent an email on 30/03/2023 stating that the outstanding balance did not reflect the lump sum payments already paid by him, and requested the bank to look at his issue as soon as possible and also supply a copy of the statement of account at the earliest.
4. When the complainant did not receive a reply even after 4-5 days, he visited the bank in person for clarification on 01/04/2023. The officials stated that the matter would be resolved soon, and that the error was regretted. Moreover, they also assured the complainant that the process for pre-closure of the loan account would be initiated at the earliest. The statement of accounts finally arrived on 10/05/2023, but the advance payments made and interest rebates for which the complainant was eligible were not given proper credit.
5. Immediately, the complainant took up the matter with the bank. The latter promised to look into it, but much to the disappointment of the former, the latter has not been sincere and forthcoming in addressing his grievances. The discrepancies in the account statement, outstanding loan balance, and the unreasonable delay in communicating the same to the complainant combined with the lack of cooperation with respect to pre-closure of the loan account has caused mental distress to the complainant.
6. On 20/05/2023, the complainant contacted the customer care team to put forward his grievance, and also raised a formal complaint on the website. Additionally, the complainant availed the chatbot facility for guidance besides sending emails to the opposite party regarding speedy resolution of the matter.
7. The complainant was therefore constrained to send a legal notice on 25/05/2023 (25th February, 2022) whereby the opposite party was advised to comply with the request of the complainant to supply a proper account statement, and also pay compensation to the tune of Rs 10,000 for the mental distress caused within 10 days to avoid initiation of action under the Consumer Protection Act of 2019 on the ground of deficiency in the service rendered to the customer.
8. However, months went by, but the complainant never received any reply to the notice sent on 10/08/2023. 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.
9. 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 in the form of interest payments, 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.
10. The cause of action arose, in the first instance on 10/05/2023 when the opposite party supplied an incorrect statement of account and in the second instance on 25/05/2023 when the opposite party did not supply the modified account statement.
11. The following documents have been attached as Annexures for the perusal of the hon’ble commission:
12. Original loan sanction letter
13. Copy of the email correspondence with the opposite party
14. Receipts for the EMI paid
15. Original legal notice
16. 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 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 furnish the complainant with a proper account statement, and pay Rs 10,000 as compensation for the mental distress caused to the complainant, and also for the expenses incurred,
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, Bruno, 46 years of age, male, 56/934, 2nd street, Vimala Nagar, Cosmos-45, 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