**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION NORTH GOA AT PORVORIM**

Consumer Complaint No. \_\_\_\_\_\_of 20\_\_\_

BETWEEN

Mrs. Aparna Malvankar

Occupation: Doctor

W/o Gurudas Malvankar,

Aged 52 years, married Housewife,

R/o H No. 1211, Bammon Wada Siolim,

Bardez, Goa ....Complainant

V/s

M/s Parees Enterprises Corporation ltd.

Represented by its agent cum Partners and Directors

2nd Floor, Philip Mansion,

Opposite KTC Bus Stand,

Vasco-Da-Gama ….Opposite Party

**COMPLAINT UNDER SECTION 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,
4. That the Complainants are residents of H.No. 1311 Bammon Wada Siolim, Bardez Goa.
5. That the Opposite Parties reside at Flat No. 115, Phase 1A Sushila Sea Winds, Vaddem, Vasco Da Gama, Goa.
6. That the Opposite Parties visited the Complainant in and around 2005 and represented to the Complainants that they are business partners and directors of M/s Parees Enterprises Corporation Ltd., an investment company located at Thane but operating in Goa.
7. That the Opposite Parties solicited the Complainants to invest money in fraudulent schemes of Parees Enterprises that promised very high returns and ensured that the maturity date would be 23/11/2020.
8. The Opposite party No.2 informed the complainants that the amount that would be deposited by the complainants with the Opposite party No. 2 would in turn be directly deposited with the Opposite party No.1
9. The opposite party also informed the complainants that she would make profitable gains by bringing more investors to invest with the Opposite party and would receive Rs. 50,000/- to Rs. 60,000/- per month as remuneration.
10. That believing the representations of the Opposite Parties, the Complainants invested significant amounts of money in Parees Enterprises through the Opposite Parties from 2009 onwards.
11. That the details and dates of investments made by the Complainants aggregating to Rs. 2,88,225/- are as follows:
    1. Date: 10/02/10, Amount: Rs. 96,075/-
    2. Date: 10/02/15, Amount: Rs. 96,075/-
    3. Date: 10/02/20, Amount: Rs. 96,075/-
12. The payments were made from my HDFC bank account. Cheque No. 025641 dated 10/02/2010, Cheque No. 028572 dated 10/02/2015 Cheque No. 031589 dated 10/02/2020.
13. That when the investments matured as per the schedule, the Complainants approached the Opposite Parties several times requesting a refund of the matured amount along with the returns promised.
14. That the Opposite Parties always evaded the Complainants by seeking more time and made false assurances that the money will be repaid soon.
15. That despite repeated follow-ups over a long period of time, the Opposite Parties have failed to refund any amount to the Complainants.
16. That the acts and conduct of the Opposite Parties amount to deficiency in service, unfair trade practice and breach of trust.
17. That due to the gross negligence of the Opposite Parties, the Complainants have suffered huge financial loss and mental harassment.
18. **Cause of Action**;
19. The Cause of Action to file this complaint first arose on 23/11/2020 when on the date of maturity the amount was not released to the Complainant. The cause of action arose within the limitation period as prescribed under the Law.

**V] Limitation:**

1. That 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

**VI] Court Fees:**

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

V]   **Jurisdiction:**

1. The complainant resides within the jurisdiction of this Hon'ble Court, so also the opponent’s society is situated within the jurisdiction of this Hon'ble Court. Hence this Hon'ble Court has got jurisdiction to try and entertain this complaint. The consideration amount in this Complaint is less that Rs.50,00,000/-.

VI]  **Court Fees:** Requisite Court fee as contemplated is paid on this Complaint.

**VII . Prayer**

In light of the facts and circumstances stated above, it is most humbly prayed that this Hon'ble Forum may kindly:

1. Direct the Opposite Parties to jointly and severally refund the amount of Rs. 2,88,225/- invested by the Complainants along with interest @ 18% p.a. from the date of investments till realization;
2. Direct the Opposite Parties to pay compensation of Rs. 5,00,000/- to the Complainants for the mental pain and agony caused;
3. Pass such other relief as deemed proper in the facts and circumstances of the case in favor of the Complainants.

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Date Advocate for Complainant

**Verification**

Herein I, Aparna Malvankar, do hereby state on the solemn affirmation that the contents of the above paragraphs are read over and explained to me in my vernacular, and the same is found to be true and correct to the best of my knowledge, belief and information.

**PORVORIM**

**Date Complainant**