**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL FORUM AT GANGTOK, SIKKIM**

**Consumer Case No. \_\_\_\_\_ of 20**

Mr. Manoj Kumar Pradhan

Occupation: Football Coach

S/o Late Shri S. Pradhan

A resident of Temi Bazaar,

Namchi, Sikkim ...Complainant

V/s

The Branch Manager

Union Bank of India

Gangtok Branch,

Gangtok, Sikkim ...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 Complainant had availed a home loan of Rs. 7,00,000 (Account No. 531506650018340) from the Opposite Party in the year 2005 for the construction of his house.
5. That as per the loan agreement, the rate of interest was fixed at 3,158 INR per month for a tenure of 240 months with an EMI of Rs. 6,100.
6. That the Complainant has paid over Rs. 12 lakhs against the said loan till date. However, as per the Opposite Party's statements, the outstanding amount is falsely shown as Rs. 6,56,000.
7. That the Opposite Party has been charging a variable rate of interest instead of the fixed rate which was agreed upon, causing immense mental agony and financial loss to the Complainant.
8. That this amounts to gross negligence, deficiency in service, unfair trade practice and violation of the loan agreement terms by the Opposite Party.

IV] **Cause of Action**;

1. The Cause of Action to file this complaint first arose on 20/02/0222 when the Complainant approached the Opposite party to install proper software, however, no action was taken, left with no other option but the Complainant through his advocate issued a legal notice to the Opposite party dated 02/03/2022 calling upon the Opposite party install the software and to compensate for the loss, however, the Opposite party refused to respond to the notice. The Complaint has been filed within the limitation period.

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. Further, the consideration paid for the service availed is less than Rupees 50 lakhs.

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.
2. **PRAYER**

In light of the above submissions, it is most respectfully prayed that this Hon'ble Commission may be pleased to:

1. Direct the Opposite Party to rectify the loan account and show the outstanding amount as Rs. 1,70,403 instead of Rs. 6,56,000;
2. Direct the Opposite Party to pay compensation of Rs. 1,00,000 to the Complainant for mental harassment and agony caused;
3. Pass any other order as deemed fit in the interest of justice;
4. Award the cost of litigation of Rs. 50,000/- to the Complainant.

Date:

Place:

Advocate for Complainant

**Verification**

Herein I, Manoj Kumar Pradhan, 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.

**GANGTOK**

**Date Complainant**