**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL FORUM AT PORVORIM**

**Consumer Case No. \_\_ of 2020**

Keshav Dattaram Chodankar

S/o Late Shri Dattaram Chodnkar

Aged about:38 years

Occupation: Chartered Accountant

R/o H.No. 250, Marmawada,

Naroa, Bicholim, Goa ......Complainant

Versus

The Manager,

Tata Finance Pvt. Ltd.

Gera Imperium , Unit No. 110,

18th floor Patto, Panaji, Goa .....Opposite Parties

**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 is a transport operator residing at House No. 250, Marmawada, Naroa, Bicholim, Goa - 403504.
5. That the Opposite Party No. 1 is Tata Finance Pvt Ltd, a financial services company with its office at Gera Imperium, Panaji, Goa.
6. That the Complainant had availed a loan of Rs. 22,00,000/- from Opposite Party No. 1 in 2017 and purchased a bus bearing registration no. GA-04 T 5250.
7. That the Complainant repaid 9 instalments amounting to Rs. 4,45,275 towards the loan. However, on account of the sudden change of a company decision called off the said vehicle due to reduction of their staff and therefore the said vehicle remained idle for some time. That, in the 1st week of September 2019, the complainant developed serious sickness and was not keeping well and was in the house. There was nobody to look after him and he was facing very bad days of his life. The situation went miserable and after sometime his pain was unbearable. The complainant therefore found difficult to pay the installments regularly being there was no support from whomsoever as the complainant was residing alone in the house.
8. However, due to medical emergencies, he defaulted on a few installments in 2019.
9. That in 20/02/2020, the Opposite Party illegally seized the bus from the Complainant without giving any prior intimation or notice to the Complainant.
10. That the Opposite Party repossessed the vehicle amid the Complainant’s financial difficulty, without affording him any opportunity of being heard.
11. That the Opposite Party has no right to take possession of the hypothecated vehicle by use of force and without due process of law. Its act amounts to a deficiency in service.
12. That the Complainant suffered immense mental agony and harassment due to the illegal seizure of his only source of livelihood by the Opposite Party.
13. That the act of the Opposite Party amounts to unfair trade practice as defined under the Consumer Protection Act 1986.
14. That the Complainant sent a legal notice dated 27/02/2020 to the Opposite Party to return the vehicle and pay compensation, but received no response.
15. **Cause of Action**;
16. The Cause of Action to file this complaint arose on the day when the Opposite party seized the vehicle of the Complainant on 20/02/2020 and continued till sending the legal notice on 27/02/2020, however, no action is taken by the Opposite Party. The cause of action arose within the limitation period as prescribed under the Law.

V]   **Jurisdiction:**

1. The complainant resides within the jurisdiction of this Hon'ble Court, 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 than Rs.50,00,000/-.

VI]  **Court Fees:**

1. Requisite Court fee as contemplated is paid on this Complaint.

**VII. Prayer**

It is therefore most humbly prayed that setting all the contentions of the Opponents if any an order may kindly be passed against the Opponents in the following terms,

a) Direct the Opposite Party to return the illegally seized vehicle to the Complainant immediately;

b) Direct the Opposite Party to pay compensation of Rs. 3,00,000/- for mental agony and harassment caused;

c) Pass any other order that the Hon’ble Forum may deem fit and proper to meet the ends of justice.

PORVORIM

Date Advocate for Complainant

**Verification**

Herein I, Keshav Dattaram Chodankar, 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 are found to be true and correct to the best of my knowledge, belief and information.

**PORVORIM**

**Date Complainant**