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

CC no. /20

M/s KPM Construction

Ashiyan Building, Duler,

Through its partner, Mr.Saji Thomas,

S/o KPM Thomas,

Age 44 years, Business, R/o H No. T-4

Building No. D3

Duler, Mapusa, Bardez, Goa .... Complainant

V/s

HDFC Bank Ltd.

Having its branch at H.No. 274/1,

Ground Floor, Madhalawada, Arambol,

Pernem, Goa – 403524 .... 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 is a partnership firm duly registered under the Indian Partnership Act, 1932 having its office at Ashiyan Building, Duler, Mapusa, Bardez Goa, and is a customer of South Indian Bank.
5. That the Complainant had issued an online payment instruction dated 22/09/2020 for a transfer of Rs. 2,00,000/- (Rupees Two Lakhs Only) in favor of M/s Aviza Technologies vide UTR No. SIBLN206639374 and HDFC Code HDFC0000072 to the Opposite Party.
6. That due to an inadvertent error in one digit of the account number, the aforesaid amount of Rs. 2,00,000/- got wrongly credited to the account of an unrelated third party Shri Mohammed Yunus Ganai.
7. That upon realizing the error, the Complainant intimated the Opposite Party on 23/09/2020 requesting reversal of the wrong credit and refund of said amount which the Opposite Party failed to carry out.
8. That despite multiple follow-ups, the Opposite Party neglected to refund the said amount of Rs. 2,00,000/- thereby causing huge financial loss and mental agony to the Complainant.
9. That the Opposite Party failed to conduct necessary verification and audit before effecting the online payment transaction which amounts to deficiency in service, negligence and indulgence in unfair trade practice as per the Consumer Protection Act, 2019.

IV] **Cause of Action**;

1. The Cause of Action to file this complaint first arose on 16/11/2020 when unilaterally and arbitrarily increased the premium for the next 2-year policy term by almost 70% in complete violation of extant IRDAI Circular dated 05/09/2019 restricting any increase only to +/- 5% of existing premium.

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.

VI]   **Court Fees:**

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

It is, therefore, most respectfully prayed that this Hon'ble Commission may be pleased to:

* 1. Direct the Opposite Party to refund Rs. 2,00,000/- wrongly debited from the Complainant's account along with interest @ 18% p.a. from 23/09/2020 till realization;
  2. Award compensation of Rs. 1,00,000/- for mental agony and harassment caused to the Complainant;
  3. Award cost of litigation of Rs. 25,000/- to the Complainant;
  4. Pass any other order as deemed equitable, just and proper.

PROVORIM

DATE Advocate for Complainant

**Verification**

Herein I, Mr. Saji Thomas, partner KPM Construction, 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**