DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION MADURAI

CC……/…….

Vasantha Ruban,

S/o. Alagukrishnan,

No.4, 6th Street, Anbu Nagar,

Occupation: Auto driver

Aruppukottai,

Virudhunagar District. ………Complainant

Vs

1. The Branch Manager,

Fortune Integrated Assets Limited,

AR Plaza, 2nd Floor,

No.16/17, North Veli street,

Madurai – 625001.

2. The Manager,

Zonal Office,

Fortune Integrated Assets Limited,

No.23, Sivaganga Road,

Nungambakkam,

Chennai – 600034.

………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,

MOST RESPECTFULLY SHOWETH:

1. That the complainant is an auto driver residing at the address mentioned above and the Opposite Parties are financial institutions engaged in financing vehicles and having their offices at the addresses mentioned above.
2. That the complainant in order to earn his livelihood purchased one auto rickshaw bearing Registration No. TN 67 BW 0603 on 20.08.2018 after availing loan of Rs. 2,35,000/- from the Opposite Party No.1 vide Loan Account No.XXXXXXXXXXXXXXXX.
3. That as per the terms of the loan agreement, the complainant had to repay the loan in 47 monthly instalments of Rs. 7,600/- each commencing from 21.08.2018. The complainant accordingly paid 19 instalments till March 2020 regularly without any default.
4. It is submitted that due to the complete lockdown imposed in the country from March 2020 due to spread of Covid-19 pandemic, the complainant could not ply his auto rickshaw and earn any income. As a result, the complainant was unable to pay the EMI's from April 2020 to September 2020.
5. It is submitted that the Opposite Party No. 1 charged interest of Rs. 16,293/- towards moratorium interest for the lockdown period of 6 months from April 2020 to September 2020.
6. That on 24.09.2020, the complainant paid Rs. 49,300/- towards 6 monthly instalments of Rs. 7,600/- each alongwith moratorium interest of Rs. 16,293/- and penal interest of Rs. 3,700/- for late payment as per assurance given by the Opposite Party No.1.
7. It is submitted that the Opposite Parties instead of giving credit for the 6 instalments of Rs. 7,600/- each, credited only one instalment of Rs. 7,600/- and moratorium interest of Rs. 16,293/-. The balance amount was retained by the Opposite Parties illegally and arbitrarily.
8. That thereafter in the statement of account dated 17.03.2022, the Opposite Parties have illegally and arbitrarily increased the loan amount from Rs. 2,35,000/- to Rs. 2,51,293/- and also increased the number of instalments from 47 to 51.
9. It is submitted that on enquiry, the Opposite Parties refused to furnish proper explanation for such illegal actions and also refused to accept balance payment towards closure of loan account.
10. That the aforesaid acts and omissions on part of the Opposite Parties amount to gross deficiency in service, unfair and restrictive trade practice for which the Opposite Parties are liable. The complainant has suffered immense mental agony and financial loss due to such actions of the Opposite Parties.
11. That the complainant has incurred Rs. 10,000/- towards court fees, lawyers fees, typing charges, travelling expenses etc. in pursuing this complaint.
12. That the present dispute falls within the territorial jurisdiction of this Hon'ble Commission.

CAUSE OF ACTION:The cause of action for filing the present complaint arose on 17.03.2022 when the Opposite Parties unilaterally increased the loan amount and number of instalments and also on various occasions when the Opposite Parties failed to provide proper explanation for their illegal actions.

TERRITORIAL JURISDICTION: The complainant and the opposite party both reside within the jurisdiction of this Hon'ble Commission. Hence this Hon'ble Commission has jurisdiction to try and entertain this complaint.

PECUNIARY JURISDICTION: The total consideration amount paid in purchasing the hotel booking is less than Rs. 50 lakhs. Hence this hon'ble commission has jurisdiction to entertain this complaint.

COURT FEE: Requisite Court fee as contemplated is paid on this Complaint.

EVIDENCE:

* Auto rickshaw purchase documents, including Registration No. TN 67 BW 0603, dated 20.08.2018.
* Loan agreement with Opposite Party No.1, including Loan Account No. \_\_\_\_\_\_\_\_\_ and terms of repayment.
* Proof of regular payment of 19 instalments by the complainant from August 2018 to March 2020.
* Documentation related to the complete lockdown period due to the Covid-19 pandemic, affecting the complainant's ability to earn income.
* Communication with Opposite Party No.1 regarding the inability to pay EMIs during the lockdown period.
* Proof of payment made by the complainant on 24.09.2020, including Rs. 49,300/- towards 6 monthly instalments, moratorium interest, and penal interest.
* Correspondence with Opposite Party No.1 acknowledging the payment and assurance given by them.
* Statement of account dated 17.03.2022, highlighting the alleged illegal increase in the loan amount and number of instalments.

PRAYER

In view of the facts and circumstances stated above, it is therefore most respectfully prayed that this Hon'ble Commission may kindly:

a) Direct the Opposite Parties to pay a sum of Rs. 2,00,000/- to the complainant as compensation for deficiency in service, unfair trade practice and for causing mental agony and harassment.

b) Direct the Opposite Parties to refund excess amount charged along with interest @ 18% p.a.

c) Direct the Opposite Parties to accept final settlement of the loan account on paying balance principal outstanding as per original terms of sanction.

d) Direct the Opposite Parties to pay Rs. 10,000/- to the complainant as cost of litigation.

e) Pass any other order/s as deemed fit and proper in the facts and circumstance

**VERIFICATION:-**

I, Vasantha Ruban, S/o. Alagukrishnan, No.4, 6th Street, Anbu Nagar, Aruppukottai, Virudhunagar District, do hereby solemnly affirm that the facts stated above in paras 1 to 13 are true to the best of my knowl­edge and based on the records maintained by me, which I believe to be true.

Verified at, on this \_ day of \_\_\_

**ANNEXURE OF EVIDENCE**