Bruno

S/o Mars

R/o 56/934, 2nd Cross Street, Vimala Nagar, Cosmos-45 **16/02/2022**

To

Cenza Bank Private Limited

Represented by its Manager

2nd Cross Street, Simala Nagar, Cosmos-60

**LEGAL NOTICE**

I am Mr. Bruno, S/o Mars, residing at 56/934, 2nd Cross Street, Vimala Nagar, Cosmos-45. I hereby serve upon you the above addressee with the following notice:

1. That I Bruno (PAN Card No. xxxxx xxxxx), aged 46, residing at 20/918, III street, Vimala Nagar, Cosmos – 100, is a graphic designer by profession, and has been working in H2O Designs Private Limited for the last seven years.
2. That I have a savings account with you (A/c 5634738439). He approached you on 04/02/2022 (4th February, 2022) with a request for extending a personal loan to the tune of Rs 10,00,000/- After deliberations, you sanctioned a total of Rs 10,00,000/- on 10/02/2022 and an intimation to this effect was sent to the complainant via email on 10/02/2022.

Details of the loan sanctioned are as follows:

Bank Name: Cenza Bank Private Limited

Branch: Jeevan Nagar, Cosmos

IFSC Code: xxxx

Loan Account no. – 43256943217

Amount borrowed: Rs 10,00,000/-

Date on which the loan was granted: 10/02/2012

EMI: Rs 15,000/-

EMI payment period: 84 months

1. That I had been paying my EMI regularly beginning March 2012. On 10/06/2022, 10/08/2022 and 10/03/2023, the complainants made lump sum payments of Rs 1,00,000 on each of the above-mentioned dates towards repayment of my loan.
2. That on 25/03/2023, I sent an email to the bank stating that he would like to opt for pre-closure of my loan account, and in furtherance of the same, he requested a statement of accounts in respect of my loan account from the bank. However, instead of a loan account statement, I received a letter from you dated 29/03/2023 stating that the outstanding balance in the loan account was Rs 5,00,000.
3. That on receiving the letter, I sent an email on 30/03/2023 stating that the outstanding balance did not reflect the lump sum payments already paid by me, and requested the bank to look at my issue as soon as possible and also supply a copy of the statement of account at the earliest.
4. That when he did not receive a reply even after 4-5 days, he visited the bank in person for clarification on 01/04/2023. The officials stated that the matter would be resolved soon, and that the error was regretted. Moreover, they also assured me that the process for pre-closure of the loan account would be initiated at the earliest. The statement of accounts finally arrived on 10/05/2023, but the advance payments made and interest rebates for which I was eligible were not given proper credit.
5. That, immediately, I took up the matter with the bank. The latter promised to look into it, but much to the disappointment of the former, the latter has not been sincere and forthcoming in addressing my grievances. The discrepancies in the account statement, outstanding loan balance, and the unreasonable delay in communicating the same to the complainant combined with the lack of cooperation with respect to pre-closure of the loan account has caused me mental distress.
6. That on 20/05/2023, I contacted the customer care team to put forward my grievance, and also raised a formal complaint on the website. Additionally, I availed the chatbot facility for guidance besides sending emails to you regarding speedy resolution of the matter.
7. It is, therefore, humbly submitted that the present incident is a clear case of violation of the right of the complainant as a consumer to avail quality service for the consideration paid in the form of interest payments, and also deficiency in service as described under section 2(11) of the Consumer Protection Act of 2019 thereby meriting remedy under the relevant provisions of the Act.

I, therefore, request you to furnish me with a proper account statement, and pay Rs 10,000 as compensation for the mental distress caused to me within 15 days from the date of receipt of this notice failing which I shall be constrained to initiate proceedings under The Consumer Protection Act, 2019 for redressal of my aforesaid grievances and recovery of the aforesaid amount exclusively at your own risk, cost, responsibility and consequences.

Place …………………

| Dated…………………. | (Signature of the Consumer) |
| --- | --- |