# 

**BEFORE THE HON’BLE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, COSMOS**

**IN RE: COMPLAINT No. 19 of 2022**

# IN THE MATTER OF:

1. Bruno

40 years of age, male

20/345, 4th street, Vimala Nagar, Cosmos-15.

Bruno1888@gmail.com

9234567891……………………………………………………..COMPLAINANT

## Vs.

1. ABC Cars Private Limited

Represented by its Manager

2nd Cross Street, Simala Nagar, Cosmos-60

abchotels@gmail.com

945671683

1. Gayathri

34/893, 3rd street, Vimala Nagar, Cosmos-76

Gayathri1888@gmail.com

9456732613……………………………………………………OPPOSITE PARTY

**COMPLAINT UNDER SECTION 35 of CONSUMER PROTECTION ACT, 2019**

# RESPECTFULLY SHOWETH:

1. The complainant, K. Bruno (PAN Card No. xxxxx xxxxx), aged 46, residing at 23/764, 2nd Cross Street, Simala Nagar, Cosmos-60, is a graphic designer by profession, and has been working in H2O Designs Private Limited for the last seven years.
2. The opposite party is a well-known and reputed online marketplace that has been facilitating buying and selling of pre-owned cars for the last seven years. Till date, it has served over 1 lakh customers.
3. On 04/02/2022 (4th February, 2022), the complainant purchased a four-wheeler from the opposite party no. 2 using website of opposite party no.1 for a sum of Rs 6,00,000/- The complainant made a down payment of the entire purchase money by way of NEFT (Transaction ID: 345678931) on 05/02/2022, and obtained an e-receipt for the same via email. At the time of purchase, opposite party no.1 provided a vehicle inspection report which was not as detailed as one would ordinarily expect when purchasing a second-hand vehicle, but the complainant still went ahead with the transaction relying on representations made by opposite party no.1. Further, the complainant trusted the opposite party no.1 to make good on his good faith obligations that arise in a contract for sale.
4. Additionally, the complainant requested opposite party no.1 to provide contact details of opposite party no. 2 as that would enable the complainant to double-check the veracity of the claims made regarding the vehicle. In this regard, it may be pertinent to note that the owner of the vehicle also stated that the vehicle was in perfect condition, but when asked about the reason for selling the vehicle, the owner did not provide a satisfactory answer. Yet, based on the overall positive feedback in respect of the vehicle, the complainant bought the vehicle which was five years old.
5. After the purchasing vehicle, the complainant started using the vehicle, and on 10/02/2022, i.e within a span of 10 days from the date of purchase, much to the disbelief and dismay of the complainant, there was an accident involving the vehicle. At this stage, the complainant was convinced that the opposite parties had sold a defective vehicle to him, and that they had not furnished an exhaustive report which covered all the aspects of the vehicle.
6. Aggrieved by the lack of transparency on part of the opposite party, the complainant raised the matter with the opposite party immediately on 11/02/2022, but the opposite party refused to take responsibility; rather, shifted the blame onto the complainant by stating that it was the latter’s poor driving skills and carelessness that led to the incident despite the fact that the complainant had pointed out that he had over 15 years of driving experience, and has till date, not faced any such issue.
7. The complainant also sent multiple emails to the opposite party requesting the latter to refund the money as the product sold was defective. Toward this end, the complaint also spoke to customer support team on 17/02/2022, but it was of no use as the answer given squarely blamed the complainant without even taking into account the fact that information asymmetries when it comes to online purchases make it difficult for the customer to thoroughly examine the product before making the purchase. This is especially true in the case of second-hand vehicles.
8. The complainant was therefore constrained to send a legal notice on 20/02/2022 (20th February, 2022) whereby the opposite party was advised to comply with the request of the complainant for a refund of the money paid towards the purchase of vehicle, and pay Rs 10,000/- as compensation for the mental distress caused, and legal expenses incurred by the complainant to avoid initiation of action under the Consumer Protection Act of 2019 on the ground of sale of defective product to the customer.
9. However, months went by, but the complainant never received any reply to the notice sent on 20/02/2022. Distressed by the indifferent attitude of the opposite party towards the suffering of the complainant, the latter has now approached this hon’ble commission for relief.
10. The complainant, therefore, humbly submits that the present incident is a clear case of violation of the right of the complainant as a consumer to receive a product of good quality for the consideration paid, and also amounts to sale of defective goods as described under section 2(10) of the Consumer Protection Act of 2019 thereby meriting remedy under the relevant provisions of the Act.
11. The cause of action arose in the first instance on 04/02/2022 when the complainant purchased the vehicle, in the second instance on 10/02/2022 when an accident involving the car took place and finally on 11/02/2022 when the request for refund of money for supplying a defective vehicle was rejected.
12. The following documents have been attached as Annexures for the perusal of the hon’ble commission:
13. Original bill/invoice dated
14. Copy of the emails sent to the opposite party
15. Photograph of the product
16. Original legal notice
17. Jurisdiction:

As the consideration paid for the product is less than Rupees 50 lakhs, and the cause of action is in the city of Cosmos, the complaint is being filed with the Hon’ble District Consumer Disputes Redressal Commission, Cosmos.

1. Limitation:

That the present complaint is being filed within a period of two years from the date of cause of action i.e date of the incident, as prescribed under section 69 of the Act, 2019

1. Court Fees:

In line with Rule 7 of Consumer Protection (Consumer Dispute Redressal Commission) Rules, 2020, court fee of Rs. 200 has been paid as the value of the impugned product is Rs 6 Lakhs, and stipulated three copies of the complaint have been submitted.

# PRAYER

### The complainant therefore prays: -

1. That the opposite party be directed to refund the money paid towards the purchase of the vehicle, and pay Rs 10,000 as compensation for the mental distress caused, and the legal expenses incurred
2. that such orders be passed as the Hon’ble Consumer Forum may deem fit in the circumstances of the case.

PLACE: Signature

DATED: NAME OF THE COMPLAINANT

# VERIFICATION

I, Bruno, 40 years of age, male, 20/345, 4th street, Vimala Nagar, Cosmos-15 hereby declare that I have not misrepresented any facts nor have I tried to hide any information in my above complaint. All the facts mentioned herein are true to the best of my knowledge.

Name

Signature