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

**IN RE: COMPLAINT No. 20 of 2022**

# IN THE MATTER OF:

Bruno

45 years of age, male

56/879, 4th street, Sunset Avenue, Cosmos- 32.

Bruno1888@gmail.com

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

## Vs.

Aestheticszz Private Limited

Represented by its Manager

2nd Cross Street, Jeevan Nagar, Cosmos-60

aestheticszz@gmail.com

9456716832……………………………………………..………….OPPOSITE PARTY

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

# RESPECTFULLY SHOWETH:

1. The complainant, 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. The opposite party is a well-known and reputed company with expertise in interior designing, and has branches across the city of Cosmos and in other parts of the country; since its inception in 2004, it has served over one lakh customers.
3. On 04/02/2022 (4th February, 2022), at around 5:30 pm, the complainant visited the Jeevan Nagar branch of the opposite party, located in the city of the Cosmos, to avail the services of the latter as the complainant wanted to refurbish the interiors of his house which was under renovation when the complainant approached the opposite party. During the discussion, the opposite party informed the complainant that if he paid an advance amount of Rs 50,000 before 15/02/2022, and confirmed the order, he would get a discount of 5% in the final price.
4. On 05/02/2022, the complainant paid the advance amount of Rs 50,000/- by way of NEFT (Transaction ID:345678932), and on the same day, the complainant visited the showroom to take the discussion forward, and finalize the design. The complainant was shown a number of design templates, but since he was not satisfied with any of them, he told the opposite party that he preferred a customized look, and in furtherance of his decision, he asked the opposite party to provide options for the same. However, much to the disappointment and dismay of the complainant, the opposite party said that customers could only choose from the list of pre-made/standard designs presented to them, and that providing tailor-made designs was not part of the company’s policy.
5. When the complainant enquired as to why he was not informed about it at the outset, the opposite party asked the former to visit the company’s website for more information regarding the company’s policy. It is pertinent note that the terms and conditions of the opposite service do not explicitly bar customization, rather they only discourage the use of the same.
6. The sent an email on 06/02/2022 to the opposite party to refund the amount already paid as he was not interested in proceeding further, and that he had decided to withdraw the order. After a couple of days, on 08/02/2022, the complainant received an email from the opposite party wherein he was asked to pay the balance amount, and get the work done based one of the designs shown to him. In his reply to the email received from the opposite party, the complainant clearly stated that if customization option was not available, he would have to cancel the deal. Further, he asked the former to take immediate steps to return the earnest money already paid, and that prompt action in this regard would be much appreciated and extremely helpful.
7. However, there was no follow up email from the opposite party, and the communication came to an end abruptly despite the multiple attempts made by the complainant to resuscitate the conversation so as to amicably resolve the issue. In this regard, the complainant reminder emails on 10/02/2022, 12/02/2022 and on 15/02/2022 but to no avail. The complainant also raised a grievance on the website, but it went unattended to.
8. The complainant also visited the office of the opposite party on 20/02/2022 to request the latter to be accommodative of the concerns raised by him, and refund the money paid by him, but the opposite party did not budge, and was not willing to modify its stance.
9. The complainant was therefore constrained to send a legal notice on 23/02/2022 (23rd February, 2022) whereby the opposite party was advised to comply with the request of the complainant to refund the advance money already paid, and also pay Rs 15,000/- as compensation for the mental distress caused and the legal expenses incurred by the complainant to avoid initiation of action under the Consumer Protection Act of 2019 on the ground of deficiency in the service rendered to the customer.
10. However, months went by, but the complainant never received any reply to the notice sent on 23/02/2022. 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.
11. 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 have the advance money paid refunded in the event of non-utilization of the service, 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.
12. The cause of action arose in the first instance on 05/02/2022 when the complainant paid the advance money, in the second instance on 05/02/2022 when the opposite party rejected the complainant’s request for customized designs, and in the third instance on 06/02/2022 when the opposite party rejected the complainant’s request for refund of the money paid.

1. The following documents have been attached as Annexures for the perusal of the hon’ble commission:
2. Original bill/invoice
3. Copy of the emails sent to the opposite party
4. Original legal notice
5. Jurisdiction:

As the consideration paid for the service availed 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, no court fee has been paid as the value of the impugned product is less than Rs 5 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 advance money paid for availing the opposite party’s service, and pay Rs 10,000 as compensation for the mental distress caused, and the legal expenses incurred by the opposite party
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, 45 years of age, male, 56/879, 4th street, Sunset Avenue, Cosmos- 32, 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