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

**IN RE: COMPLAINT No. 21 of 2022**

# IN THE MATTER OF:

Bruno

46 years of age, male

20/918, III street, Vimala Nagar, Cosmos – 100

Bruno1888@gmail.com

9234567891…… .COMPLAINANT

## Vs.

ABC Packers and Movers Private Limited

Represented by its Manager

2nd Cross Street, Simala Nagar, Cosmos-60

abcpackersandmovers@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 in the transportation and logistics sector. It is into the business of transporting consignments to different places across the country.
3. Pursuant to preliminary discussions with the opposite party, the complainant packed his belongings on 18/03/2021 and the value of the same was Rs 7,00,000/- The next day, the opposite party intentionally reached the complainant’s residence late and starting packing the things in a hurry, and as a result, the opposite party did not check if his list of items to be transported tallied with that of the complainant’s. Subsequently, the complainant left for boarding the train which was scheduled to depart at 6 p.m on 19/03/21.
4. Further, the opposite party sent a consignment receipt (2367) at the eleventh hour without mentioning the total count of items. Also, the goods were not insured against loss and damage despite multiple requests made by the complainant in this regard. The total cost of the shipment was Rs 50,000/-
5. It is pertinent to note that items worth Rs 1,80,000 out of a total of Rs 7,00,000 were not delivered by the opposite party. On 19/03/2021, the complainant requested the opposite party to provide him with the list of consigned items, but the latter informed that he did not have the list of total items shipped with him.
6. The complainant submits that he made an online payment of Rs 34,000 on 23/03/2021 as the opposite party said that the latter would be able to share the list of items/boxes with the complainant only if he paid the above-mentioned amount.
7. After 15 days, on 03/04/2021, the complainant received a whatsapp message containing details of the goods being transported. Moreover, the complainant also realized that during the transit, the supposedly sealed boxes were tampered with which is a clear violation of the terms and conditions of the agreement. Also, the list sent by the company did bear the seal and signature of the said company. Moreover, the items did not reach the destination even after 28 days of booking. When enquired, the opposite party informed that a different service provider was transporting the goods much to the shock and disbelief of the complainant.
8. On 16/04/2021 (after 28 days), the complainant received a phone call stating that their goods had arrived, but would be delivered only after payment of the balance amount of Rs 20,000/- The complainant paid the balance amount only to find out that some items were missing. When the complainant brought it to the notice of the opposite party, the latter refused to take responsibility for the same.
9. The complainant was therefore constrained to send a legal notice on 20/04/2021 (20th April, 2021) whereby the opposite party was advised to comply with the request of the complainant for payment of Rs 1,50,000 as compensation for the missing goods, and further Rs 10,000/- as compensation for the mental distress caused 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 20/04/2021. 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 avail quality service for the consideration paid, 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 action arose in the first instance on 19/03/2021 when the goods were packed to be sent to the destination, in the second instance on 16/04/2021 when complainant realized that some of the items were missing and on 16/04/2021 when the opposite party refused to take responsibility for the same.

1. The following documents have been attached as Annexures for the perusal of the hon’ble commission:
2. Original bill/invoice
3. List of items transported (complainant’s and opposite party’s)
4. Photographs of boxes
5. Original legal notice
6. 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 pay Rs 1,50,000 as compensation for the missing goods, and further 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, 46 years of age, male. 20/918, III street, Vimala Nagar, Cosmos – 100, 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