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

**IN RE: COMPLAINT No. 22 of 2022**

# IN THE MATTER OF:

ABC Trading & Company

Represented by its Manager

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

abctrading1888@gmail.com

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

## Vs.

Cynosure Private Limited

Represented by its Manager

2nd Cross Street, Jeevan Nagar, Cosmos-60

Cynosure@gmail.com

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

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

# RESPECTFULLY SHOWETH:

1. The complainant, ABC Trading & Company (PAN Card No. xxxxx xxxxx), having its registered office at residing at 20/918, III street, Vimala Nagar, Cosmos – 100, is into the business of trading goods, and delivers goods to various parts of the country.
2. The opposite party is a well-known and reputed manufacturing company established in the year 2004, and has its registered office at 76/809, 2nd Cross Street, Jeevan Nagar, Cosmos-60.
3. On 04/02/2021, the complainant entered into an agreement with the opposite party for manufacturing various products for the former, and towards this end, the complainant paid an amount of Rs 2,00,000/- to the opposite party as a token amount (Receipt No. T6745). Again, the complainant paid Rs 5,00,000/- to the opposite party. Another amount of Rs 11,00,000 was paid to the opposite party by the complainant for purchasing goods from the opposite parties. However, 95% of the goods were found to be damaged. When the complainant informed the opposite party about the damaged goods, the opposite party stated that they would replace the damaged goods.
4. There was an agreement between the two parties, and as per the agreement, the complainant rented an office and a warehouse for Rs 18,000 per month to store the goods and run the office on behalf of the opposite parties. Further, a sales executive was appointed, but the opposite party neither sent the fresh consignment nor salary for the staff member.
5. The complainant has invested a total amount of Rs 11,00,000, but received consignment worth only Rs 8,00,000/- 95% of the items were damaged and goods worth Rs 3,00,000 are still pending with the opposite party.
6. The complainant was therefore constrained to send a legal notice on 23/02/2021 (23rd February, 2021) whereby the opposite party was advised to comply with the request of the complainant to pay Rs 3,00,000 towards the value of the goods not sent to the complainant as per the agreement, reimburse the payment made towards the salary and the rent of the warehouse, and 1,00,000 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.
7. However, months went by, but the complainant never received any reply to the notice sent on 23/02/2021. 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.
8. 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 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.
9. The cause of action arose in the first instance on 04/02/2021 when the complainant entered into an agreement with the opposite party for supply of manufactured goods, in the second instance when the opposite party breached the contract, and in the third instance when the opposite party rejected the complainant’s request for compensation for the shortfall in the value of the goods provided.
10. The following documents have been attached as Annexures for the perusal of the hon’ble commission:
11. Original bill/invoice
12. Copy of the correspondence with the opposite party regarding the supply of goods
13. Original legal notice
14. 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 the complainant to pay Rs 3,00,000 towards the value of the goods not sent to the complainant as per the agreement;
2. Reimburse the payment made towards the salary and the rent of the warehouse;
3. pay 1,00,000 as compensation for the mental distress caused and the legal expenses incurred by the complainant;
4. 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, Manager of ABC Trading & Company having its registered office at 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