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

**IN RE: COMPLAINT No. 24 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.

ABC Cars Private Limited

Represented by its Manager

2nd Cross Street, Jeevan Nagar, Cosmos-60

abccars@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 45, residing at 56/879, 4th street, Sunset Avenue, Cosmos- 32 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 for pre-owned cars, and since its inception in 2004, it has served over one lakh customers.
3. In the month of August 2020, the complainant searched for a second-hand car for personal use on the opposite party’s app and found a vehicle of his choice according to his budget. The said vehicle was owned by one Mr ABC s/o Mr XYX, residing at 34/875, 3rd street, Vimala Nagar, Cosmos-48. The complainant purchased it for Rs 3,00,000/- In furtherance of the said transaction, the complainant contacted the opposite party, and agreed to clinch the deal on 01/09/2020, and the opposite party was to hand over the vehicle to the complainant on the same day i.e 01/09/2020.
4. Further, the advertisement on the opposite party’s app claimed that the vehicle had completed 35,000 kilometers, but to the utter surprise of complainant, the complainant was informed at the time of vehicle service that it had completed more than 1 lakh kilometers contrary to the claim made at the time of purchase, and around the same time, the complainant got to know that the seller who sold him the vehicle was not the first-owner but second-owner.
5. The complainant thereafter made multiple attempts to reach out to the opposite party for an explanation. Later, the complainant sent an email on 02/02/2021 asking the opposite party to refund the money paid as he had been duped by the opposite party by making false representations in respect of the vehicle, but the opposite party did not pay heed to his requests. Instead, he received an email on 08/02/2021 from the opposite party which shifted the blame onto the complainant by stating that the latter had been negligent and not carried out due diligence on his part.
6. 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 money paid towards the purchase of the vehicle, 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.
7. 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.
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 be informed 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 in October 2020 when the vehicle was purchased and in the second instance in the month of February 2021 when the complainant came to know about deception, and in the third instance in February 2021 when the opposite party rejected the complainant’s request for refund of the money paid.
10. The following documents have been attached as Annexures for the perusal of the hon’ble commission:
11. Original bill/invoice for the purchase
12. Copy of the advertisement
13. Copy of the email sent to the opposite party for refund of the money
14. Original legal notice
15. Jurisdiction:

As the consideration paid for the product purchased 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 money paid towards the purchase of the vehicle;
2. pay Rs 15,000/- as compensation for the mental distress caused and the legal expenses incurred by the complainant
3. 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