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

**IN RE: COMPLAINT No. 25 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 Bikes Private Limited

Represented by its Manager

2nd Cross Street, Jeevan Nagar, Cosmos-60

abcbikes@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 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 automobile retailer, 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), the complainant visited the Jeevan Nagar showroom of the opposite party, located in the city of the Cosmos, and purchased a motorcycle for an ex-showroom price of Rs 75,000/- Additionally, he paid Rs 7000 towards vehicle registration, and Rs 3400 towards insurance charges. The product details are as follows:

Model Name: classic

Model Number: AX89654321

Colour: Black

Mileage: 80kmpl

Invoice number: 67453

1. Although the complainant made all the requisite payments, he was not provided with the R.C (Registration Certificate) even after repeated requests. Every time, the complainant sent an email regarding updates on the status of formalities, the opposite party would simply give some or the other excuse.
2. Later, on 06/06/2022, when the vehicle was stolen, the complainant made an insurance claim, but his claim was rejected on the ground that he did not possess a valid R.C at the time of the incident.
3. It is pertinent to note that the complainant had made all the payments that were required of him, and that it was the delay on part of the opposite party to complete the formalities that put him in a precarious position. Moreover, the insurance company had agreed to provide insurance cover without a registration certificate, the complainant humbly submits that he is entitled to receive the insured amount.
4. On 08/06/2022, the complainant sent another email to the insurance company narrating in detail the circumstances, but the company refused to budge. It is further important to point out that it was due to the deficient service provided by the opposite party that the complainant’s claim got negated.
5. The complainant was therefore constrained to send a legal notice on 10/06/2022 (10th June, 2022) whereby the opposite party was advised to comply with the request of the complainant to return the money paid towards the purchase of the vehicle, and pay compensation to the tune of Rs 3,00,000/- 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.
6. However, months went by, but the complainant never received any reply to the notice sent on 10/06/2022. 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.
7. 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.
8. The cause of action arose in the first instance on 04/02/2022 when the complainant purchased the vehicle, in the second instance on 06/06/2022 when the complainant’s insurance claim was rejected, and in the third instance on 08/06/2022 when the insurance company refused to reconsider its decision.

1. The following documents have been attached as Annexures for the perusal of the hon’ble commission:
2. Original bill/invoice for the purchase made
3. Copy of the emails sent to the opposite party
4. Original legal notice
5. 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 purchasing the vehicle, and pay Rs 3,00,000 as compensation for the mental distress caused, and the legal expenses incurred by the complainant
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