**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………………………………………….COMPLAINANT

## Vs.

## 

XYZ Private Limited

Represented by its Manager

2nd Cross Street,

Jeevan Nagar, Cosmos-60…………...……………………………..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.
2. On 04/02/2022, the Complainant purchased several items from XYZ Private Limited company for consideration of Rs 3,00,000/-. The items were supposed to be delivered according to the quotation, but upon receiving the delivery on 20/02/2022, it was discovered that some of the items were missing. Despite payment being made for these items, they were not included in the delivery. When contacted, the seller denied any responsibility for the missing items.
3. Subsequently, the Complainant sent an email on 21/02/2022 to address the issue, but the company's response rejected the claim of non-delivery. The Complainant has taken every possible action to settle the dispute. The Complainant lodged a grievance on the company's website, but no resolution was reached.
4. Faced with no resolution, the Complainant resorted to sending a legal notice on 23/02/2022, demanding the delivery of the remaining items or a refund of the paid amount, along with Rs 15,000/- in compensation. There has been no response from the company to date, leaving the Complainant in a state of distress and financial loss.
5. The complainant, therefore, humbly submits that the present incident is a clear case of violation of the rights of the complainant as a consumer, a deficiency in service and an unfair trade practice as envisaged in Sections 2(11) and 2(47) of the Consumer Protection Act of 2019 thereby meriting remedy under the relevant provisions of the Act.
6. The cause of action arose in the first instance on 08/02/2022 when the items were not delivered.
7. The following documents have been attached as Annexures for the perusal of the hon’ble commission:
8. Original bill/invoice
9. Statement of account for the relevant period
10. Copy of the emails and Whatsapp messages between the Complainant and the Opposite Party
11. Original legal notice
12. 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 deliver the remaining items as per the terms of the contract, or return the money paid towards the purchase of the same
2. The the opposite party be directed to pay Rs 15,000 as compensation for the mental distress caused, and the legal expenses incurred by the opposite party
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, aged 45, resident of 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