**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.

## 

ABC Mobiles Private Limited

Represented by its Manager

2nd Cross Street,

Jeevan Nagar, Cosmos-60…………...……………………………..OPPOSITE PARTY

**COMPLAINT UNDER SECTION 35 OF THE CONSUMER PROTECTION ACT, 2019**

1. The address of the Complainant for the purpose of service of summons, notice etc is as shown in the cause title above and that of his counsel
2. The address of the Opponents for the very purpose is the same as shown in the cause title above.
3. Herein the above-named Complainant most respectfully submits as under,
4. On 04/02/2022, the Complainant visited the Jeevan Nagar branch of ABC Mobiles Private Limited and purchased a Cenza 6+ smartphone bearing IMEI No. 65324519846753 for Rs 50,000/-. However, just two days after the purchase, on 06/02/2022, the Complainant noticed a deep crack on the top left corner of the display screen, despite not having dropped the phone since its purchase. When the Complainant contacted the retailer, they were informed that physical damage was not covered under warranty. However, the Complainant argued that the crack existed at the time of purchase, albeit not prominently visible, implying a pre-existing defect. The Complainant was initially advised that the crack may have been caused by the pressure exerted by the tight back cover provided by the company and that a replacement could be arranged if necessary.
5. Despite raising formal complaints with the company, the Complainant received a response stating that the phone could only be repaired at their own expense, which was deemed unacceptable as a replacement was sought. Consequently, the Complainant sent a legal notice on 13/02/2022, demanding the replacement of the defective product, reimbursement of the purchase cost, and Rs 15,000/- as compensation. However, as of yet, no response has been received, leaving the Complainant dissatisfied and seeking resolution.
6. This ongoing ordeal has caused the complainant considerable distress and financial strain, necessitating a formal complaint to address the Opposite Party's negligence and lack of accountability.
7. The Complainant has suffered immense harassment, agony and pecuniary loss due to the callous attitude and false claims of the Opposite Parties. His repeated requests and notice have been ignored forcing him to approach this Commission.
8. That the Opposite Parties are liable for the defect in good and unfair trade practice which has resulted in financial loss, harassment and mental agony.

IV. **Cause of Action**;

1. The Cause of action of this arose on 04/02/2022 when the Complainant purchased the defective phone from the Opposite Party.

V. **Limitation Period**

1. That the present complaint is being filed within a period of two years from the date of cause of action, as prescribed under section 69 of the Act, 2019

VI. **Jurisdiction:**

1. The complainant resides within the jurisdiction of this Hon'ble Court, so also the opponent’s showroom is situated within the jurisdiction of this Hon'ble Court. Hence this Hon'ble Court has got jurisdiction to try and entertain this complaint. The consideration amount is less than Rs. 50,00,000/-

VII. **Court Fees:**

1. 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 service is less than Rs 5 lakhs and stipulated three copies of the complaint have been submitted.

VIII. **Prayer**

It is therefore most humbly prayed that setting all the contentions of the Opponents if any an order may kindly be passed against the Opponents in the following terms,

* 1. To replace the defective product, or return the purchase cost of Rs 50,000/- for the mobile phone
  2. To pay compensation to the tune of Rs.10,000/- for harassment, mental pain, agony and financial loss due to the deficiency in service as well as litigation expenses of the complainant.
  3. Pass any other order as deemed fit in the interest of justice, equity, and good conscience.

PROVORIM

Date Advocate for Complainant

**Verification**

Herein I, Mr. Bruno, do hereby state on the solemn affirmation that the contents of the above paragraphs are read over and explained to me in my vernacular, and the same is found to be true and correct to the best of my knowledge, belief, and information.

**PORVORIM**

**Date Complainant**