**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.

## 

Aestheticszz 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. The Complainant entered into an agreement with Aestheticszz Private Limited on 04/02/2022 for the development of an android application, with a promised completion time of 90 working days. A token advance of Rs 40,000/- was paid on 06/02/2022, and the total consideration for the service was Rs 1,30,000/-. However, despite stipulated time limits and promises of regular updates, the company failed to provide any communication or progress updates after the expiry of the agreed-upon time period. Additionally, the final installment of Rs 50,000/- was paid on 05/03/2022, with expectations of UI/UX sharing within 20 days from the receipt of the advance.
5. The Complainant has made all possible efforts to resolve the issues with the seller. Despite numerous attempts to contact the company via email, no response was received, leaving the Complainant frustrated and dissatisfied with the service provided. With no further recourse, the Complainant was forced to send a legal notice on 23/03/2022 requesting the Opposite Party to refund the money already paid towards availing its services, and also pay Rs 50,000/- as compensation, but received no reply. The Complainant is therefore presently approaching the consumer court.
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 deficiency in service as per section 2(11) of the Consumer Protection Act, 2019 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 25/03/2022 when the Opposite Party failed to provide the UI/UX as promised.

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 refund the money already paid towards availing the services of the Opposite Party
  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**