**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. On 04/02/2022, the Complainant visited the Jeevan Nagar branch of Aesthetics Private Limited, a retailer of electronic products, and purchased a laptop for Rs 50,000/-. However, from the outset, the Complainant encountered issues with the laptop. Despite attempting to rectify the problems by visiting the service center on 15/03/2022, the issues persisted, leading to multiple visits for repairs. Frustrated by the recurrent problems, the Complainant requested a replacement from the company. However, the company refused to replace the laptop, stating that the defects could be rectified free of cost but replacement was not an option. When reminded of the numerous service center visits within just one year, the company remained adamant in its decision.
5. The Complainant has made all possible efforts to resolve the issues with the seller. Despite escalating the issue through multiple emails, the company refused to entertain the Complainant's request for a replacement. Subsequently, on 23/06/2022, the Complainant sent a legal notice to the company, demanding the replacement of the defective laptop, refund of the purchase amount, and Rs 50,000/- as compensation. However, as of yet, no response has been received from the company, leaving the Complainant with no choice but to seek recourse through 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 in the first instance on 04/02/2022 when the laptop purchased by the Complainant began malfunctioning.

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 laptop
  2. To pay compensation to the tune of Rs. 50,000/- 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**