BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, COSMOS

Complaint No. \_\_\_\_\_\_ of 20\_\_

Bruno

Aged 45 years,

Occupation: Graphic Designer,

Residing at 56/879, 4th Street, Sunset Avenue, Cosmos- 32,

………Complainant

Vs.

ABC Private Limited

2nd Cross Street, Jeevan Nagar, Cosmos-60,

……Opposite Party

COMPLAINT UNDER SECTION 35 OF THE CONSUMER PROTECTION ACT, 2019

RESPECTFULLY SHOWETH:

The address of the Complainant for the purpose of service of summons, notice, etc., is as shown in the cause title above.

The address of the Opposite Party for the very purpose is as shown in the cause title above.

The complainant entered into an agreement with the Opposite Party, ABC Private Limited, on 15/02/2022 for the purchase of a clay brick-making machine, intended for the complainant’s new brick manufacturing unit in Infinity. The agreed purchase cost was Rs 8,50,000/-.

The complainant made a down payment of Rs 1,00,000 and subsequently completed the payment of the remaining amount in regular intervals. Despite the full payment, the Opposite Party failed to deliver the machinery within the promised 50 days or at any time thereafter.

The complainant has made multiple attempts to contact the Opposite Party through emails on dates 15/05/2022, 20/05/2022, and 25/05/2022, and also through phone calls, seeking delivery of the machinery or a resolution to this matter. However, these attempts were ignored by the Opposite Party.

A legal notice was sent to the Opposite Party on 29/05/2022, advising them to comply with the agreement by delivering the machinery within 15 days from the date of receipt of the notice or to refund the purchase cost along with Rs 1,00,000/- as compensation. The Opposite Party failed to respond to this notice.

CAUSE OF ACTION arose on 08/02/2022, the date the transaction and subsequent grievances began, and continued through the lack of response to the legal notice dated 29/05/2022.

JURISDICTION: This Hon'ble Commission has the jurisdiction to adjudicate this complaint as the cause of action, partly or wholly, arises within its territorial limits.

LIMITATION: The complaint is being filed within two years from the date the cause of action arose, in accordance with the limitation period prescribed under the Consumer Protection Act, 2019.

COURT FEE: As per Rule 7 of Consumer Protection (Consumer Dispute Redressal Commission) Rules 2020, the requisite court fee has been paid.

EVIDENCES:

A1: Copy of the agreement and receipts of payments made to the Opposite Party.

A2: Copies of emails sent to the Opposite Party.

A3: Copy of the legal notice sent on 29/05/2022 and proof of its delivery.

A4: Proof of investments made by the complainant in preparation for the manufacturing unit.

PRAYER:

The complainant prays for this Hon’ble Commission to:

Direct the Opposite Party to deliver the machinery as per the agreement immediately or refund the full purchase cost of Rs 8,50,000/-.

Compensate the complainant with Rs 1,00,000/- for the mental agony and financial loss suffered.

Award litigation costs to the complainant.

Grant any other relief deemed just and proper by this Hon'ble Commission.

PLACE: Cosmos

DATE: [Date of Filing]

VERIFICATION:

I, Bruno, hereby declare that the information furnished above is true and correct to the best of my knowledge and belief. No part of it is false, nor have I concealed any material fact.

[Signature of the Complainant]

Bruno