**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION**

**AT MAHABUBNAGAR**

**CONSUMER COMPLAINT NO. \_\_\_\_\_\_of 2023**

**IN THE MATTER OF:**

E. Janardhan Reddy

S/o E. Vasudev Reddy,

Aged 54 years,

Occ: Agriculture,

R/o H.No.2-5, Manganur village,

Bijinapally mandal,

Nagarkurnool District.

...Complainant

Versus

1. The Authorized Signatory, NAVATA Road Transport, Main road, Nagarkurnool town and district.
2. The Authorized Signatory, NAVATA Road Transport, Plot No.1, Block No.1, Auto Nagar, Kavadiguda, Hyderabad - 500 070.
3. The Authorized Signatory, NAVATA Road Transport,  
   Head Office, Door No.18-667, Bose buildings, Kanuru, Vijayawada - 520 007, A.P. State.
4. The Authorized Signatory, Balaji Agricultural Agencies, 5-4-80, Mahatma Gandhi road  
   (opp: TV Sundaram Motors), Secunderabad - 500 003.

...Opposite Parties

COMPLAINT UNDER SECTION 35 of CONSUMER PROTECTION ACT

MOST RESPECTFULLY SHOWETH:

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 is an agriculturist residing at H.No.2-5, Manganur village, Bijinapally mandal, Nagarkurnool District. The complainant is carrying on agriculture operations in his agricultural lands situated at the aforesaid village.
5. The opposite party No. 4 is a dealer of agricultural pump sets and motors and has its shop at 5-4-80, Mahatma Gandhi road, Secunderabad. The opposite parties Nos. 1 to 3 are public carriers engaged in the transportation of goods.
6. The complainant required a motor pump set for his agricultural operations. Accordingly he approached opposite party No.4 and purchased one MARATHIN MAK 10 HP 1440 RPMTEF Motor for an amount of ₹20,750/- on 23.09.2020. The said motor was purchased with a warranty of one year.
7. The complainant used the aforesaid motor pump set for his agricultural operations. However, the said motor pump set failed due to some manufacturing defect within the warranty period. Therefore, the complainant approached opposite party No.4 under the warranty terms and requested opposite party No.4 to rectify the defects.
8. Accordingly, on 22.01.2021, the complainant sent the defective motor to opposite party No.4 through opposite party No.1 vide bill No. SO94101-1 for rectification of the defects. Opposite party No.1 in turn handed over the motor to opposite party No.2 for onward transmission to opposite party No.4.
9. However, when opposite party No.2 attempted the delivery of the aforesaid motor to opposite party No.4 on 24.01.2021, it was noticed that the motor was badly damaged with the base and body bent and crushed and the terminal plate broken. Due to the extensive damage caused during transit, opposite party No.4 refused to take delivery of the motor. This was informed by opposite party No.4 to the complainant.
10. On receiving this information, the complainant immediately contacted opposite parties Nos. 1 to 3 on 25.01.2021 and questioned them regarding the damage caused to the motor during transit. However, opposite parties Nos. 1 to 3 failed to provide any satisfactory response and also failed to take responsibility for the damage caused during transit while the goods were in their custody.
11. The complainant therefore demanded opposite parties through a legal notice dated 12.04.21 Nos. 1 to 3 to pay him the cost of the damaged motor amounting to ₹20,750/-. However, opposite parties Nos. 1 to 3 failed and neglected to pay the cost of the damaged motor to the complainant.
12. Owing to the damage caused to the motor pump set during transit, the complainant has been unable to carry out his agricultural operations, thereby causing him immense loss and hardship.
13. The aforesaid facts and circumstances clearly establish gross negligence, deficiency in service and unfair trade practice on the part of opposite parties Nos. 1 to 3. Opposite party No.4 has also colluded with opposite parties Nos. 1 to 3 in denying the complainant his lawful rights.
14. Under the circumstances, the complainant is forced to approach this Commission seeking relief.

**CAUSE OF ACTION**: The cause of action arose on 22.01.2021, when the defective motor pump set sent by the complainant to opposite party No.4 for repairs under warranty, got damaged during transit due to the negligence and deficiency in service by opposite parties Nos. 1 to 3. Despite complaints, the opposite parties failed to rectify the damage or compensate the complainant, forcing him to approach this Commission seeking relief.

**JURISDICTION**: The complainant resides within the jurisdiction of this Hon'ble Court. Hence this Hon'ble Court has got jurisdiction to try and entertain this complaint.

**COURT FEE:** That the Complainant is complying with the Court Fees Mandated under Rule 7 of the Consumer Protection (Consumer Dispute Redressal Commission) Rules, 2020.

**EVIDENCE**:

* Exhibit A-1: Delivery Challan dated 23/09/2020 showing purchase of motor for Rs. 20,750
* Exhibit A-2: Way Bill dated 22/01/2021 showing motor sent for repair
* Exhibit A-3: Photographs of damaged motor.

**PRAYER**

It is therefore most humbly prayed that this Hon'ble Commission may graciously be pleased to:

a) Direct the opposite parties Nos. 1 to 3 to pay ₹20,750/- to the complainant towards cost of the damaged motor pump set along with interest at 18% per annum from January 2021 till realization;

b) Direct the opposite parties Nos. 1 to 3 to pay ₹1,00,000/- to the complainant as compensation for loss of agricultural operations on account of their negligent acts;

c) Direct the opposite parties Nos. 1 to 4 to pay ₹30,000/- to the complainant as costs of this complaint;

d) Pass such other and further orders as this Hon'ble Commission may deem fit and proper in the interest of justice.

And for this act of kindness, the complainant as is duty bound, shall ever pray.

MAHABUBNAGAR COMPLAINANT

/02/2021

Verification

Herein I, E. Janardhan Reddy, S/o E. Vasudev Reddy, Aged 54 years, Occ: Agriculture,

R/o H.No.2-5, Manganur village, Bijinapally mandal, Nagarkurnool District do hereby state on solemn affirmation that the contents of the above paragraphs are read over and explained to me in my vernacular and the same are found to be true and correct to the best of my knowledge, belief and information.

MAHABUBNAGAR Complainant

/0 /2021