**BEFORE THE HON’BLE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION AT MOGA**

**IN RE: COMPLAINT NO. \_\_\_/20\_\_**

**IN THE MATTER OF:**

| | 1. Sharma Superstore | | --- | | through its proprietor Gurdarshan Sharma  Retired Administrator Officer, Ministry of Defence) s/o Jagdish Rai R/o ward no.27, Jalandhar colony, Kotkapura Road, Moga | | Moga | | Punjab | | ………Complainant(s) |
| --- | --- | --- | --- | --- | --- |
|  |  |
| Versus |  |
| | 1. Home Solutions | | --- | | Street no.9, New Town, Opposite Dharamshala Lal Chand, Moga through its partner/proprietor/ manager | | Moga | | Punjab | | 2. IFB Industries Limited (Home Appliances Division) | | L1, Verna Electronic Coity, Verna, Salcete, GOA, 403722, through its MD/ Chairman, Director, Secretary, Manager | | GOA | | GOA | | ............Opp.Party(s) |

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

**RESPECTFULLY SHOWETH:**

1. THAT the Complainant herein, M/S Sharma Superstore, is a sole proprietorship carried on through its proprietor Mr. Gurudarshan Sharma, s/o Shri. Jagadish Rai is residing in ward no.27, Jalandhar colony, Kotkapura Road, Moga. The 1st Opposite Party herein, M/S Home Solutions is a company, registered under the Companies Act, selling home appliances, situated on Street no.9, New Town, Opposite Dharamshala Lal Chand. The 2nd Opposite Party, is a company registered under the Companies Act, that is engaged in the manufacturing, selling and distribution of Air Conditioners, with a registered office in L1, Verna Electronic City, Verna, Salcete, GOA, 403722.
2. That the Complainant herein, vide Invoice No. XXX, purchased one 1.5 Ton IFB Air Conditioner (manufactured by the 2nd Opposite Party), with product number 18gb3g3c, SAC No. 84151010 from the 1st Opposite Party on 13.08.2021 for a consideration of 36,000 Rs. The consideration was duly paid via bank transfer.
3. That the Complainant, soon after purchasing the Air Conditioner noticed that it was not cooling properly, and on 14.04.2022, registered a complaint with the customer care services of the 1st and 2nd Opposite Parties. The Complainant has also received an SMS acknowledging the initiation of the complaint.
4. That on 22.04.2022, the mechanic of the 2nd Opposite Party came to the premises of the Complainant and checked the Air Conditioner for defects. The Complainant was informed that the Air Conditioner did not have sufficient gas and that required steps would be taken by the Opposite Parties to rectify the same.
5. That on 26.04.2022, the mechanics of the 2nd Opposite Party came to the premises of the Complainant and filled the Air Conditioner with gas. However, the Air Conditioner, after cooling properly for a while, reverted to the initial issues.
6. That on 02.06.2022, the Complainant initiated another customer complaint with the Opposite Parties and has received an SMS acknowledging the same. From 04.06.2022 to 12.06.2022, one of the technicians named Jaswinder Singh, informed the Complainant that there is a micro leakage problem in the Air Conditioner and that for the same to be rectified, a senior technician would have to be sent.
7. That despite such an assurance being made, the Opposite Parties have not sent a technician to the premises of the Complainant to rectify the said issue. Owing to this, the Complainant has undergone severe mental agony and harassment.
8. **CAUSE OF ACTION:** That the Complainant has spent 36,000 Rs. on the Air Conditioner and owing to it being defective, the consumer has suffered severe monetary loss in this regard. In addition to the consideration paid for the Air Conditioner, the Complainant is claiming compensation to the tune of \_\_\_\_ for the mental trauma, agony and harassment endured.
9. **EVIDENCE:** That the Complainant is herewith attaching the invoice evidencing the purchase of the Air Conditioner, the customer complaints registered by the Complainant along with the acknowledgement received by the Complainant and emails exchanged between the Complainant and the Opposite Parties regarding the defective good and service.
10. **JURISDICTION:** That The Hon’ble District Consumer Disputes Redressal Commission has pecuniary as well as territorial jurisdiction to conduct and enquiry and adjudicate the present dispute. Since the Complainant and one of the Opposite Parties is located in Moga, Punjab, the Commission has territorial jurisdiction. Further, the consideration is within the pecuniary limit prescribed under the Consumer Protection Act, 2019.
11. **LIMITATION**: That the Air Conditioner was purchased on 13.08.2021. The Cause of Action arose at the first instance when the OP failed to send a senior technician to rectify the microleakage problem in the Air Conditioner. The Cause of Action got renewed when the OP, despite repeated requests and claims from the Complainant, rejected the said claims. Therefore, the said matter falls within the two-year limitation period specified under Section 69 of the Consumer Protection Act, 2019.
12. **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.
13. **PRAYER:** That the Complainant is seeking the following reliefs from this Hon’ble Commission:-
14. Direct the Opposite Parties, jointly and severally, to replace the defective Air Conditioner sold to the Complainant; and
15. To Direct the payment of Compensation to the tune of 50,000 Rs. for the mental agony, trauma and harassment undergone by the Complainant; and
16. To direct any other relief that the Hon’ble Commission deems fit.

PLACE: Moga Punjab

DATED:

SIGNATURE OF THE COMPLAINANT

**VERIFICATION:-**

I, Gurdarshan Sharma, S/o Jagdish Rai, residing in ward no.27, Jalandhar colony, Kotkapura Road, Moga, Punjab, do hereby solemnly affirm and declare as under that the facts stated in paras 1 to 13 are true to the best of my knowl­edge and based on the records maintained by me, which I believe to be true.

Verified at, on this \_ day of\_\_

A**NNEXURE OF EVIDENCE**