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

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

**IN THE MATTER OF:**

Shinder Pal Singh,

Professor, aged 52 years,

S/o Gurdev Singh,

House No. 853, Apex Colony,

Moga, Punjab ...Complainant(s)

Versus

Shin Technologies Incorporated,

House No. 527, Shanti Nagar, Civil Lines,

Moga-142001 ...Opp.Party(s)

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

**RESPECTFULLY SHOWETH:**

1. That the Complainant herein, Mr. Shinder Pal Singh, s/o Gurdev Singh, aged about 52 years is a professor residing at House No. 853, Apex Colony, Moga. The Opposite Party, Shin Technologies Incorporated, is a company registered under the Companies Act, selling CCTV cameras, situated at House No. 527, Shanti Nagar, Civil Lines, Moga-142001.
2. That the Complainant purchased CCTV cameras from the Opposite Party on 30th March 2022 vide Invoice Numbers 719 and 724 for a consideration of 36,850 Rs.. As stipulated in the invoices, the cameras come with a one-year guarantee
3. That the cameras provided by the Complainants do not carry either the name or the logo of the company that manufactured the same. Despite the Complainant raising apprehensions in this regard, the Opposite Party ensured the Complainant that the cameras were of the highest quality and that the Complainant would not face issues with the same.
4. That soon after the purchase of the cameras, the Complainant started experiencing severe issues with the same. In addition to not providing proper visibility, the cameras also kept switching off on a random basis. Further, despite the Opposite Party guaranteeing that footage would be recorded for 12 hours, it did so only for 6-8 hours.
5. That after facing such issues with the CCTV cameras, the Complainant communicated the same to the Opposite Party who sent a mechanic. The mechanic sent by the Opposite Party charged the Complainant an additional amount 2,800 Rs for the removal of a spare part. Despite the removal, the cameras have continued to provide low quality visibility to the Complainant.
6. Due to the repeated issues, the Complainant attempted to contact the customer care service of the OP, but the same was not responsive. Thus, the Complainant contacted the store of the Opposite Party via email and Whatsapp, requesting a refund or replacement of the cameras. Yet, no action has been taken by the Opposite Party in this regard. To make matters worse, the mechanic of the Opposite Party, is demanding an additional amount of 2,800 Rs. for the spare part that was removed.
7. **CAUSE OF ACTION**: That the Opposite Party, despite a one-year guarantee, has failed to provide working CCTV cameras, and the demand for additional payment for the same spare part is unwarranted. The same has caused mental agony and harassment to the Complainant. Further, the deficiency in service by not responding to the requests of the Complainant has also caused mental agony and distress to the Complainant
8. **EVIDENCE:** The Complainant attaches herewith messages exchanged with the Opposite Party with relation to the repair of the cameras, the mechanic’s visit, the demand for additional payment by the mechanic and the receipt of the payment thereof, and the invoice dated 30.03.2022.
9. **JURISDICTION:** The Hon’ble District Consumer Disputes Redressal Commission at Moga has pecuniary as well as territorial jurisdiction to conduct an inquiry and adjudicate the present dispute. Since the Complainant and the Opposite Party are both based in Moga, the Commission has territorial jurisdiction to deal with the same. Further, the consideration is within the pecuniary limit established under the Consumer Protection Act, 2019.
10. **LIMITATION:** The cause of action is continuous as the Complainant's requests for repair or replacement have been neglected by the Opposite Party. Thus, the cause of action is within the two-year limitation period specified under Section 69 of the Consumer Protection Act, 2019.
11. **COURT FEE:** The Complainant is complying with the Court Fees Mandated under Rule 7 of the Consumer Protection (Consumer Dispute Redressal Commission) Rules, 2020.
12. **PRAYER:** The Complainant seeks the following reliefs from this Hon’ble Commission:
13. Direct the Opposite Party to replace the CCTV or in the alternative;
14. Direct the Opposite Party to pay compensation to the Complainant to the tun of 70,000 Rs. for mental agony; and
15. Grant any other relief that the Hon’ble Commission deems fit.

PLACE: Moga, Punjab

DATED: SIGNATURE OF THE COMPLAINANT

**VERIFICATION:-**

I, Shinder Pal Singh, s/o Gurdev Singh, residing at House No. 853, Apex Colony, Moga, Punjab, do hereby solemnly affirm and declare that the facts stated above in paras 1 to 10 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 \_\_\_

**ANNEXURE OF EVIDENCE**