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

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

**IN THE MATTER OF:**

Prof. Ramesh Kumar Sharma,

Professor, aged 57 years,

S/o Pritam Chand Sharma,

H. No. 438, Block B,

Rajindra Estate, Moga ...Complainant(s)

Versus

IRIS Garden,

Hyphoria Production Pvt. Ltd.,

Zirakpur, SAS Nagar

Punjab ...Opp.Party(s)

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

**RESPECTFULLY SHOWETH:**

1. That the Complainant herein, Prof. Ramesh Kumar Sharma, s/o of Pritam Chand Sharma, aged about 57 years is a professor residing in House No. 438, Block B, Rajindra Estate, Moga. The Opposite Party herein, IRIS Garden, situated in Hyphoria Production Pvt. Ltd,, Zirakpur, SAS Nagar, is engaged in providing marriage-related services.
2. That the Complainant engaged the services of the Opposite Party for conducting his daughter’s marriage on 25.9.2022 and 26.9.2022. The OP stated that in order to go ahead with the marriage services, an advance amount to the tune of 1,77,000 Rs. would have to be paid. The same as honoured by the Complainant who paid the said amount across two transactions via bank transfer on 8.8.2022.
3. That the Complainant, in order to finalise the contract for marriage-related services, was asked to pay 3,60,000 for 25.9.2022 and 6,85,000 for 26.9.2022. The Complainant made the said payments on 14.9.2022. According to the contract entered into, the OP was to provide 13 rooms for accommodation and catering services on the day of the marriage, along with all the incidental marriage-related activities.
4. That despite the Complainant having paid 10,45,000 Rs. to the Opposite Party in a prompt manner, the services rendered by the Opposite were of low quality. The Complainant submits that the catering services were below-par since the food was not of good taste and that instead of providing 13 rooms as per the agreement entered into, the Opposite Party provided only 6 rooms, which were also of low quality.
5. **CAUSE OF ACTION**: That the low-quality services delivered by the Opposite Party amounts to deficiency of service. The Complainant has suffered embarrassment, monetary loss, mental agony and inconvenience due to the same.
6. **EVIDENCE**: The Complainant attaches herewith the invoice, pictures of the rooms and the emails exchanged with the Opposite party about the deficient services provided.
7. **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 is residing in Moga, the said commission has the territorial jurisdiction to hear the case. Further, the consideration is within the pecuniary limit established under the Consumer Protection Act, 2019.
8. **LIMITATION**: The cause of action is continuous as the Opposite Party persistently refuses to address the claim repudiation. Thus, the cause of action is within the two-year limitation period specified under Section 69 of the Consumer Protection Act, 2019.
9. **COURT FEE:** The Complainant is complying with the Court Fees Mandated under Rule 7 of the Consumer Protection (Consumer Dispute Redressal Commission) Rules, 2020.
10. **PRAYER:** The Complainant seeks the following reliefs from this Hon’ble Commission:

A. Direct the Opposite Party to reimburse the expenses incurred by the Complainant, amounting 10,45,000 Rs.;

B. Direct the Opposite Party to pay compensation to the tune of 1,00,000 Rs. for the mental agon; and to

C. 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**