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

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

**IN THE MATTER OF:**

Rommohinder Singh Gill,

Businessman, aged 57 years,

Santa Di Bauli,

Bahona Road,

Moga,

Punjab … Complainant(s)

Versus

1. Balwinder Singh,

Civil Lines,

Moga

1. Maa Luxmi E Vehicles Pvt. Ltd.,

Shop No. 15,

Dabwali Road,

Opp. to. Hotel Aroma,

Near Suraksha Hospital,

Sirsa,

Haryana. … Opp. Party(s)

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

**RESPECTFULLY SHOWETH:**

1. That the Complainant herein, Rammohinder Singh Gill, S/o Nachattar Singh, aged about 57 years old, is a businessman residing in Santa Di Bauli, Bahona Road, Moga. The 1st Opposite Party, Mr. Balwinder Singh, is engaged in the sale of batteries for electric vehicles, and is situated in New Civil Lines, Moga. The 2nd Opposite Party, Maa Luxmi E Vehicles Pvt. Ltd., is a company registered under the Companies Act with its office in Shop No. 15, Dabwali Road, opposite to Hotel Aroma, Near Suraksha Hospital, Sirsa Haryana, and is engaged in the manufacture and distribution of batteries for electric vehicles.
2. That the Complainant purchased for batteries from the 1st OP for his electric scooter vide Invoice No. 11 on 17.7.2022. The said purchase was made for a consideration of 10, 500 Rs., out of which the Complainant paid 7,200 Rs. via PhonePe and 3,2000 Rs. in cash.
3. That the batteries, manufactured in the name and style of Yakuza by the 2nd OP, were supposed to give the Complainant 50 Kilometres per charge. The Complainant was informed by the 1st OP that the batteries had a guarantee period of 1 year and that the same was mentioned on the batteries.
4. That the Complainant soon started experiencing issues with the batteries as they only provided up to 20 Kilometres and due to the same, the Complainant approached the 1st OP in May, 2023, well within the guarantee period, to rectify the said defect.
5. That the 1st OP informed the Complainant that the batteries were dead. Further, the 1st Op explicitly stated to the Complainant that the latter’s request for rectification could not be complied with and that the Complainant had to purchase new batteries. The 1st OP took such a stance on the ground that the guarantee was not given in the form of a card and was mentioned only on the batteries.
6. **CAUSE OF ACTION:** That the Cause of Action arose when the Complainant was sold defective batteries manufactured by the 2nd OP that died within just a period of 10 months from the date of purchase. Further, the Cause of Action encompasses a deficiency in service on behalf of the 1st OP who did not act in accordance with the guarantee made to the Complainant.
7. **EVIDENCE:** That the Complainant attaches herewith a copy of the invoice dated 17.7.2022 and pictures of the batteries which stipulate that they are covered by a one-year guarantee.
8. **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 established under Section 34 of the Consumer Protection Act, 2019.
9. **LIMITATION PERIOD:** That the Cause of Action arose when the Complainant bought the defective batteries on 17.7.2022. Further, there has been a deficiency of service post the purchase of the batteries, which has renewed the Cause of Action. Thus, the cause of action is within the two-year limitation period specified under Section 69 of the Consumer Protection Act, 2019.
10. **COURT FEE:** The Complainant is complying with the Court Fees Mandated under Rule 7 of the Consumer Protection (Consumer Dispute Redressal Commission) Rules, 2020.
11. **PRAYER:** The Complainant seeks the following reliefs from this Hon’ble Commission:

A. Direct the Opposite Parties to, jointly and severally, replace the batteries purchased by the Complainant; and

B. Direct the Opposite Parties to, jointly and severally, pay compensation to the tune of 15,000 Rs. for the mental agony suffered by the Complainant; and

C. Grant any other relief that the Hon’ble Commission deems fit.

PLACE: Moga, Punjab  
DATED: SIGNATURE OF THE COMPLAINANT

**VERIFICATION:-**

I, Rammohinder Singh Gill, S/o Nachattar Singh, is residing in Santa Di Bauli, Bahona Road, Moga, do hereby solemnly affirm and declare that the facts stated above in paras 1 to 11 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**