BEFORE THE HON’BLE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION AT THANE

IN RE: COMPLAINT No. \_\_\_\_\_\_\_\_of 2023

IN THE MATTER OF:

Mr. Dashrath Tukaram Mukadam  
Gender - Male

Age: 45

41/3, Near Lahan Talav, Sant Tukaram Marg, Paygaon, Bhiwandi, District Thane 421 302

................ COMPLAINANT

Vs.

Shri Everest Newns, Owner of Electro Solar & Security System

Waghmare Road, New Kondar Wadi, Girij, Vasai (West), District Thane

............. OPPOSITE PARTY

COMPLAINT UNDER SECTION 35 of CONSUMER PROTECTION ACT, 2019

RESPECTFULLY SHOWETH:

INTRODUCTION:

I, Dashrath Tukaram Mukadam, reside at 41/3, Near Lahan Talav, Sant Tukaram Marg, Paygaon, Bhiwandi, District Thane 421 302. I am filing this consumer complaint against Shri Everest Newns, Owner of Electro Solar & Security System located at Waghmare Road, New Kondar Wadi, Girij, Vasai (West), District Thane.

TRANSACTION:

Pursuant to the transaction dated December 2, 2018, the Complainant engaged in a contract with the Opposite Party, Electro Solar & Security System, for the supply and installation of a residential solar power system for a total consideration of Rs. 55,000. This system was represented to comprise components engineered for optimal performance, including specifically a solar panel array with a nominal power output of 125 watts, a 1000 watt Delta Inverter for electrical current conversion, and a 150 AH battery for power storage. This acquisition was underpinned by express representations of product reliability, and an explicit two-year warranty coverage for the inverter component.

Regrettably, within a period considerably shorter than the warranted coverage, the inverter component evidenced a technical malfunction, as denoted by an error display, fundamentally impairing the system’s operational integrity and efficiency. Despite the Complainant’s diligent pursuit of remedial action from the Opposite Party, via multiple documented communications and a formal legal notice dated November 24, 2020, the defect remains unaddressed. This inaction not only constitutes a direct contravention of the warranty agreement but also signifies a failure to adhere to the implied contract terms of satisfactory quality and service..

I have annexed copy of invoice dated 02/12/2018 as Annexure A1 and warranty certificate as Annexure A2.

NATURE OF COMPLAINT:

There is deficiency in service on the part of the opponent in not rectifying the error in the inverter sold to me, which amounts to unfair trade practice.

Despite being under warranty, the opponent has failed to repair/replace the defective inverter.

RECTIFICATION:

Upon noticing the inverter fault in February 2019, I immediately contacted Electro Solar & Security System's customer support for assistance. Despite multiple calls and emails over the next two months, all promising swift action, no practical steps were taken to address the fault. This led me to send a detailed complaint letter to their main office on April 22, 2019, insisting on rectification or replacement under warranty, which also did not elicit any corrective action. Eventually, facing continuous inaction, I was compelled to dispatch a legal notice on November 24, 2020, demanding a resolution or replacement, to which I received no response whatsoever. Each attempt was documented, showing a consistent effort on my part to seek amicable resolution.  
  
Documents for Support

* Relevant phone logs, email exchanges, the formal complaint letter, and the legal notice are prepared for submission as evidence, denoting a clear trail of my attempts at resolving this issue amicably.

CAUSE OF ACTION:

The defective solar system resulting in harassment and monetary loss.

EVIDENCES:

Copy of invoice dated 02/12/2018 as Annexure A1

Copy of warranty certificate as Annexure A2

Copy of Legal Notice dated 24/11/2020 as Annexure B

TERRITORIAL JURISDICTION:

The complainant and respondent reside within the jurisdiction of this Hon'ble Commission. Hence, this Hon'ble Commission has jurisdiction to try and entertain this complaint.

PECUNIARY JURISDICTION:

As the amount of consideration is below Rs 50 lakhs, this Hon'ble Commission has jurisdiction to entertain this complaint.

LIMITATION:

This complaint is being filed within 2 years from the date of purchase of the defective solar system, and is within the period prescribed under Section 69 of the Consumer Protection Act, 2019.

COURT FEES:

Court fees of Rs. (amount) affixed on the complaint in accordance with Consumer Protection (Consumer Dispute Redressal Commission) Rules, 2020.

PRAYER:

In light of the facts mentioned above, the Complainant prays for the following relief:

1. Direct the Opposite Party to refund the amount of Rs. 55,000/- paid by the Complainant along with interest @ 18% p.a. from the date of purchase till realization.
2. Direct the Opposite Party to pay Rs. 25,000/- as compensation for mental agony, harassment and litigation costs.
3. Pass any other order that the Hon'ble Forum deems fit in the interest of justice.

VERIFICATION:

I, Dashrath Tukaram Mukadam, hereby declare that the facts stated above are true and correct to the best of my knowledge. Nothing material has been concealed.

Place: Thane

Date:

(Signature)

Name of the Complainant