**BEFORE THE CONSUMER DISPUTES REDRESSAL DISTRICT FORUM AT KAPURTHALA, PUNJAB**

**CC.No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_/20\_\_**

Anchal Bajaj

D/o Sandeep Bajaj

R/o Krishan Nagar

Old Hospital, Kapurthala

Age: 21 years

Occupation: Student … Complainant

Versus

1. Amazon India

2nd Floor, Safina Tower

Opp. JO Techno, Park No.3

Ali Aksar Road, Bangalore 560052

1. Appario Retail Private Ltd.

Khewat No. 79-80, and 39-59 Khasra No. 306, 348-205, 46 and 56

Near Katana Sahib Gurudwara, Ludhiana … Opposite Parties

This complaint under section 35 of the Consumer Protection Act, 2019, is presented on the grounds stated herein under:-

1. That the Complainant is a citizen of India residing in Krishan Nagar, Old Hospital, Kapurthala, and the Opposite Party Number 1 (OP1) abovenamed, is an online marketplace in India and having its office on the 2nd Floor, Safina Tower, Opp. JO Techno, Park No.3, Ali Aksar Road, Bangalore. The Opposite Party Number 2 (OP2) is an electronic retailer selling its products on OP1’s platform with a registered office at Khewat No. 79-80, and 39-59 Khasra No. 306, 348-205, 46 and 56, Near Katana Sahib Gurudwara, Ludhiana.

2. This complaint relates to the deficiency in service of the opposite party faced by the complainant and the unfair trade practice employed by the opposite parties.

3. The complainant purchased a Canon Pixma G3000 printer for Rs. 13999 from OP1 on 17.02.2022. The invoice number was 123456, from OP2. The invoice is attached as Annexure A.

4. The printer did not work properly and the complainant had to return it on 24.02.2022. The amount was to be refunded to me within 3-5 working days as per OP1’s return policy. However, no refund was made. The confirmation of return is attached as Annexure B.

5. The complainant also sent an email to customer care of OP1 on 30.02.2022 but received no response. A copy of the email is attached as Annexure C.

6. The OP1, being a reputed online marketplace, had a responsibility to ensure that refund was made within time as prescribed in its own policy. The opposite party has been deficient in offering this service. The complainant is entitled to get the refund of the entire amount.

7. The total consideration paid by the Complainant for the purchase is Rs. 13,999/- which is less than Rs. 50 lakhs. The complainant resides in Kapurthala and the cause of action also arises there. Hence the district forum has the jurisdiction to try and entertain this complaint.

8. The complainant has not filed any complaint having the same cause of action in any other forum or court.

9. The cause of action arose on 24.02.2022 which is within the limitation period prescribed under the Act. Hence, the claim in the complaint is not barred by the law of limitation.

10. The Complainant is complying with the Court Fees Mandated under Rule 7 of the Consumer Protection (Consumer Dispute Redressal Commission) Rules, 2020.

11. In the circumstances, the Complainant therefore prays that:

a. the opposite party be directed to return the amount deposited in the PF account with promised interest;

b. the Opposite Party be directed to pay to the Complainant the sum of Rs. \_\_\_\_\_\_\_\_/-, being the cost of the legal expenses borne by the Complainant;

c. the opposite party be directed to pay to the complainant the sum of Rs. \_\_\_\_\_\_\_\_/- for the mental agony and harassment suffered by the Complainant due to negligence and deficiency in service by the opposite party.

d. any other relief deemed fit and proper in the circumstances of the case.

Dated this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**COMPLAINANT**

**VERIFICATION**

I, Anchal Bajaj aged 21 years daughter of Sandeep Bajaj r/o Krishan Nagar, Old Hospital, Kapurthala, do hereby solemnly declare and state that what is stated in paragraphs no.1 to 11 of the above complaint is true to my own knowledge and what is stated in the remaining paragraphs is stated on information and belief and I believe the same to be true.

Solemnly declared at Kapurthala

this day of \_\_\_\_\_\_ 2024

Complainant