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

IN RE: COMPLAINT No..................of 2023

IN THE MATTER OF:

Rajwanti COMPLAINANT

Vs.

Grewal Paints, Asian Paints and Vikas Sharma OPPOSITE PARTIES

COMPLAINT UNDER SECTION 35 of CONSUMER PROTECTION ACT

RESPECTFULLY SHOWETH:

1. I, Rajwanti, the aggrieved complainant, wish to formally address a concerning issue related to the purchase and application of Damp Block-2K.
2. On the 3rd of January 2018, I procured Damp Block-2K from Grewal Paints (referred to as OP No. 1), with a substantial financial commitment of Rs. 1,12,550.40, as evidenced by Bill No. 221.
3. The recommendation to use Damp Block-2K was provided by the representatives of Asian Paints (OP No. 2) and, specifically, Vikas Sharma (OP No. 3), who assured me that the product would effectively prevent dampness and moisture issues on my walls.
4. Acting upon their guidance, the application of Damp Block-2K commenced on the 23rd of February 2017, under the direct supervision of Vikas Sharma.
5. In an attempt to bolster confidence in the product's efficacy, Grewal Paints (OP No. 1) issued a warranty card (No. 7022079) for Damp Block-2K, published by Asian Paints.
6. Subsequently, despite the application of the product, moisture and dampness reappeared on the walls, prompting me to raise the issue with both OP No. 1 and OP No. 2.
7. In response to my complaint, an engineer from Asian Paints conducted an inspection and submitted a report indicating the failure of Damp Block-2K. I was requested to settle the matter and obliged to sign certain documents.
8. OP No. 1 issued a cheque (No. 531595) dated 28th May 2018, favoring my husband, as compensation amounting to Rs. 1,20,644.
9. However, the financial implications of the failure of Damp Block-2K extended beyond the compensation received, as I had spent a substantial amount of Rs. 14,02,080 on remodeling the house.
10. Despite numerous requests, OPs have failed to reimburse the remaining balance of Rs. 12,81,436, leading to significant mental harassment on my part.

Evidences:

1. Purchase bill no. 221 dated 03.01.2018 from Grewal Paints for Damp Block-2K worth Rs. 1,12,550.40
2. Warranty card no. 7022079 for Damp Block-2K issued by Grewal Paints
3. Cheque no. 531595 dated 28.05.2018 for Rs. 1,20,644 issued by Grewal Paints
4. Communication with/reports from Asian Paints and Vikas Sharma regarding failure of Damp Block-2K
5. Bills/receipts for construction/remodeling work worth Rs. 14,02,080 after failure of Damp Block-2K

TERRITORIAL JURISDICTION: The complainant resides within the jurisdiction of this Hon'ble Commission. Hence this Hon'ble Commission has jurisdiction to try and entertain this complaint.

PECUNIARY JURISDICTION

The total consideration amount paid in purchasing the insurance policy is less than Rs. 50 lakhs. hence this hon'ble commissin has jurisdiction to entertain this complaint.

LIMITATION: That the present complaint is being filed within the period of 2 years prescribed under section 69 of the Act, 2019.

COURT FEE: Requisite Court fee as contemplated is paid on this Complaint.

PRAYER:

I humbly request this Hon'ble Commission:

a) To direct Grewal Paints, Asian Paints and Vikas Sharma to jointly and severally pay the balance amount of Rs. 12,81,436 along with interest and compensation of Rs. 10,00,000.

b) Pass any other relief deemed fit.

PLACE:

DATED:

VERIFICATION

I (name of complainant), resident of (residential address) hereby declare that I have not misrepresented any facts nor have tried to hide any information in my above complaint. All the facts mentioned herein are true to the best of my knowledge.

Name & signature of the complainant