**BEFORE THE HON'BLE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION AT ERNAKULAM**

IN RE: COMPLAINT No………………of 20……

IN THE MATTER OF:

Mr. G.PADMAKUMAR

GIRIJA MANDIR, THOTTAKKATTUKARA, ALUVA

……………. **COMPLAINANT**

Vs.

1. ADULUX MEDICITY & CONVENTION CENTRE PVT LTD

ADULUX JUNCTION, KARUKUTTY, N.H.47, ANGAMALY ,ERNAKULAM-683576

2. [Name and Address of the 2nd Opposite Party] if any

(Full Name, Age, Gender and address of the 2nd opposite party, Email, mobile number)

…………. **OPPOSITE PARTY(S)**

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

**RESPECTFULLY SHOWETH**:

INTRODUCTION:

1. The complainant is a resident of Girija Mandir, Thottaykkattukara, Aluva, Ernakulam District and is employed as [Occupation].

2. The 1st opposite party is a convention center located at Adulux Junction, Karukutty, N.H.47, Angamaly, Ernakulam District, Pin-683 576, and the 2nd opposite party (if any) is [Details of the 2nd opposite party].

TRANSACTION:

3. In connection with the marriage of the complainant's daughter, which was scheduled on 30.08.2015, the complainant booked the convention hall belonging to the opposite party on 15.05.2015 on payment of Rs.1,00,000/- towards advance amount against the final bill to be made in respect of hall rent, arrangement for 'Nadaswaram' and the cost of food, to be prepared by 'Ambiswami' of Thrissur for the guests to be supplied. The cost of food per plate was fixed as Rs.350/- for serving first-grade food to the guests. While paying the advance amount, the complainant expected 1200 guests for the function. The total agreed amount for all the above was Rs.5,76,000/-. However, the expense for hall decoration was not included in the above amount fixed by the parties.

4. The receipt for the payment of the advance amount of Rs.1 lakh was promised to be sent by the opposite party by e-mail, but the same was not provided.

5. The opposite party had insisted that the entire amount of Rs.5,76,000/- as per the agreement be paid, and the complainant paid the entire amount to the opposite party. However, the opposite party did not provide any receipt for the payment made and told the complainant that there is no practice of issuing bills, as a huge amount was to be paid as Tax, and had given a statement in white paper showing receipt of the final amount. A copy of the said statement is annexed herewith as Annexure - 1.

NATURE OF COMPLAINT:

6. As against the expected number of guests as 1200, only 850 guests came for the function. But even for them, the food was insufficient. The rice used for the 'sadhya' was of poor quality. The food supplied was not of good quality as insisted by the complainant and promised by the opposite party.

7. The opposite party did not arrange a sufficient number of suppliers to supply the prepared food, and the suppliers were not well-mannered and humiliated the guests. Not even salt was supplied for the sadhya. There were no repeated servings also.

8. The complainant feels very bad and humiliated due to the arrogant attitude of the employees of the 1st and 2nd opposite parties while serving food.

RECTIFICATION:

9. The complainant issued a lawyer notice to the opposite parties regarding the deficient service and seeking compensation, but the same was not responded to by the opposite parties. A copy of the said notice is annexed herewith as Annexure - 2.

CAUSE OF ACTION:

10. The cause of action for the present complaint arose on 30.08.2015 when the opposite parties failed to provide the promised services during the complainant's daughter's marriage function, leading to mental agony and humiliation to the complainant and his family.

EVIDENCES:

11. The complainant will rely on the following documents to substantiate his case:

a) Copy of the statement showing receipt of the final amount (Annexure - 1)

b) Copy of the lawyer notice issued to the opposite parties (Annexure - 2)

c) [Attach other document(s) that may be necessary at the time of the hearing].

TERRITORIAL JURISDICTION:

12. The cause of action having arisen within the territorial limits of this Hon'ble Commission, this Commission has the necessary territorial jurisdiction to try and adjudicate the present complaint.

PECUNIARY JURISDICTION:

13. As the total amount involved is less than Rupees 50 lakhs, the complaint is being filed with the Hon'ble District Consumer Disputes Redressal Commission.

LIMITATION:

14. The present complaint is being filed within the period prescribed under section 69 of the Consumer Protection Act, 2019.

COURT FEE:

15. As per Rule 7 of the Consumer Protection (Consumer Dispute Redressal Commission) Rules 2020, since compensation claimed is below 5 lakhs, no court fee is applicable.

PRAYER:

In light of the above facts and circumstances, the complainant humbly prays that:

i) The opposite parties be directed to pay compensation of Rs.5,00,000/- to the complainant for the mental agony and deficiency of service;

ii) The opposite parties be directed to pay the cost of the present proceedings;

iii) Any other relief(s) that this Hon'ble Commission may deem fit and proper in the circumstances of the case may also be granted in favor of the complainant.

PLACE: [City]

DATED: [Date]

Signature

G.Padmakumar

VERIFICATION

I, G.Padmakumar, resident of[Girija Mandir, Thottaykkattukara, Aluva, Ernakulam District, 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.

[Complainant's Name & Signature]