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

IN RE: COMPLAINT No………………of 20……

IN THE MATTER OF:

Mr. P.A SHANAVAS, PULICKAPARAMBU VALIYAVEEDU, ASHOKAPURAM , ALUVA

……………. **COMPLAINANT**

Vs.

MY G CARE KHAJA COMPLEX. RAILWAY STATION ROAD ALUVA , ERNAKULAM 683101

…………. **OPPOSITE PARTY**

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

RESPECTFULLY SHOWETH:

INTRODUCTION:

1. The complainant is a resident of Pulickaparambu Valiyaveedu, Asokapuram, Aluva and is employed as [Occupation].

2. The opposite party is the Business Manager of My G-Care, located in Khaja Complex, Railway Station Road, Aluva, Ernakulam 683101.

TRANSACTION:

3. The complainant states that he had purchased a laptop from the opposite party on 25.06.2021 for the purpose of study of his daughter Jannath P.S., who is the beneficiary of the product. The complainant purchased laptop model No. 155-DU1052TU INTEL PDC for an amount of Rs.28,990/- on 25.06.2021, which became defective on 16.07.2021. A copy of the invoice/bill is annexed herewith as Annexure - 1.

4. The opposite party had cured the defects of the laptop and returned it to the complainant. Unfortunately, it had become defective again on 18.07.2021. The complainant entrusted the laptop to the system services of the opposite party on 19.07.2021, and the opposite party replaced the motherboard of the laptop and returned it to the complainant.

NATURE OF COMPLAINT:

5. Thereafter, several problems such as slow response of the system, system hanging, buffering, and automatic shutdown were observed in the laptop of the complainant.

6. The complainant informed the matter to the opposite party on 06.11.2021 and entrusted his laptop with them for rectifying the defects. The opposite party then installed the operating system in the laptop and returned it to the complainant without curing the defects.

7. The complainant states that the opposite party and the service center could not rectify the defects of the laptop so far.

RECTIFICATION:

8. The complainant sent a legal notice to the opposite party regarding the defective laptop, which was received by the opposite party, but they did not respond to it. A copy of the said legal notice is annexed herewith as Annexure - 2.

9. The complainant states that the laptop purchased by him is having a warranty up to 26.06.2022, and even then, the opposite party did not cure the defects pointed out by the complainant or replace the laptop after receiving the notice. A copy of the warranty slip is annexed herewith as Annexure - 3.

10. On 13.01.2021, the opposite party again demanded that the complainant pay an additional amount of Rs.3,500/- as repair charges, which was paid by the complainant.

CAUSE OF ACTION:

11. The cause of action for the present complaint arose on 16.07.2021 and since then continued as the opposite party failed to rectify the defects in the laptop or replace it despite repeated requests and the issuance of a legal notice by the complainant.

EVIDENCES:

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

a) Copy of the invoice/bill for the purchase of the laptop (Annexure - 1)

b) Copy of the legal notice issued to the opposite party (Annexure - 2)

c) Copy of the warranty slip (Annexure - 3)

d) Any other document(s) that may be necessary at the time of the hearing.

TERRITORIAL JURISDICTION:

13. 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:

14. 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:

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

COURT FEE:

16. As per Rule 7 of the Consumer Protection (Consumer Dispute Redressal Commission) Rules 2020, no court fee is applicable.

PRAYER:

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

i) The opposite party be directed to replace the defective laptop with a new one of the same or equivalent model;

ii) Alternatively, the opposite party be directed to refund the entire amount paid by the complainant for the purchase of the laptop;

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 favour of the complainant.

PLACE: [City]

DATED: [Date]

Signature

PA Shanavas

**VERIFICATION**

I, PA Shanavas, resident of Pulickaparambu Valiyaveedu, Asokapuram, Aluva, 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]