**BEFORE THE HON’BLE NATIONAL/ STATE/ DISTRICT CONSUMER**

**DISPUTES REDRESSAL COMMISSION AT KOTTAYAM**

**IN RE: COMPLAINT No..................of 20.....**

**IN THE MATTER OF:**

Issac Sebastian, S/o Sebastian Issac,

Kadavil House

Valiyakulam bhagom, I.E.Nagar P.O

Chethippuzha Village, Changanassery

Taluk, Kottayam District. ………. Complainant

Vs

P and N Ceramics (Pan marketing)

Pandarakalam Buildings, Kumaranalloor

Junction, Pin- 686 016, Kottayam District

Represented by its Managing Partner

Joy Paul, P and N Ceramics (Pan marketing)

Pandarakalam buildings, Kumaranalloor Junction, Pin-686 016,

Kottayam District. ………. Opposite Party

**COMPLAINT UNDER SECTION 35 of CONSUMER PROTECTION ACT**

**RESPECTFULLY SHOWETH:**

1. The complainant, Issac Sebastian, is a resident of Kadavil House Valiyakulam bhagom, I.I. Nagar P.O Chethippuzha Village, Changanassery Taluk, Kottayam District.
2. The opposite party, P and N Ceramics (Pan marketing) is a company engaged in the business of selling tiles, situated at Pandarakalam Buildings, Kumaranalloor Junction, Pin- 686 016, Kottayam District.
3. The complainant visited the showroom of the opposite party and selected "RAK BOTTICHINO CLASSIC" tiles (size 180x90) for flooring purposes. As per the advice of the architect, the complainant placed an order for 67 tiles of the said variety, andplaced order for the same along with certain other goods on 22/05/2020.
4. The representatives of the opposite party delivered tiles as per invoice no. GS-989 at the complainant's site. However, after the tiles were laid, the complainant discovered that only 3 tiles were of the "RAK BOTTICHINO CLASSIC" variety, and 2 of those were damaged.
5. The complainant, upon visiting the site, confirmed that the tiles delivered were not the ones he had ordered. The complainant had to incur an additional cost of Rs. 55,000/- for laying the wrongly delivered tiles against his will.
6. On 22/05/2020 itself, the complainant informed the opposite party about the issue, and a representative of the same visited the site and admitted that the mistake had occurred due to a change in the batch delivered mistakenly.The complainant had to remove the said tiles and lay new tiles spending big amount.
7. Despite sending a legal notice to the opposite party, they provided false and untenable reasons in their reply but did not take any action to redress the complainant's grievance or compensate for the damages caused due to their deficient service.
8. The act of the opposite party in delivering wrong tiles and causing financial loss and mental agony to the complainant constitutes deficient service and unfair trade practice. The complainant not only suffered a financial loss of Rs. 55,000/- due to the laying of the wrong tiles and additional expenses for replacement of the same but also suffered mental agony and harassment.

**RECTIFICATION:**

The complainant had sent a legal notice to the opposite party regarding the delivery of wrong tiles. However, the opposite party cited trivial and faulty reasons in their reply notice and didn’t take any further action to remedy the error caused by them.

**CAUSE OF ACTION:** The cause of action arose on 22.05.2020 when the complainant visited the store of the opposite party and purchased the tiles shown on the display. The opposite party delivered the wrong tiles which caused a huge amount of loss to the complainant.

**TERRITORIAL JURISDICTION:**  The complainant and the opposite party both reside 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 hotel booking is less than Rs. 50 lakhs. Hence this hon'ble commission has jurisdiction to entertain this complaint.

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

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

**EVIDENCE:**

1. Receipt dated 22.05,2020 for purchase of "RAK BOTTICHINO CLASSIC" tiles. (Ex.A1)
2. Photos of original tiles ordered and the tiles actually delivered. (Ex.A2)
3. Communication between the complainant and opposite party. (Ex.A3)
4. Legal notice to the opposite party. (Ex.A4)
5. Reply notice from the opposite party. (Ex.A5)

**PRAYER:**

The complainant prays that this Hon'ble Forum be pleased to direct the opposite party to:

a) Refund the amount of Rs.55,000/- paid by the complainant to the opposite party

b) Pay compensation for the physical and mental agony caused

c) pass orders as the Hon’ble Consumer Forum may deem fit in the circumstances of the case.

**VERIFICATION:**

I, Issac Sebastian, resident of Kadavil House Valiyakulam bhagom, I.I. Nagar P.O

Chethippuzha Village, Changanassery Taluk, Kottayam District, hereby declare that I have

not misrepresented any facts nor have tried to hide any information in my above com-

plaint. All the facts mentioned herein are true to the best of my knowledge.

**Name & signature of the complainant**