BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, KARNATAKA, AT HASSAN

Consumer Complaint No. \_\_\_\_\_\_of 20

Mr. Nirvani Gowda

S/o Mallesh, Age 34 years,

Residing at Kattaya village and Hobli

Hassan District. ....COMPLAINANT

V/s

The Manager

Hanje Hydrotech

Flat No.2, Gate No.34,

Sanjay Industrial Estate Co-operative Society Ltd,

Madevanagar, Sangli,

Maharashtra - 416 406. .... OPPOSITE PARTY

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

1. The address of the Complainant for the purpose of service of summons, notice etc is as shown in the cause title above and that of his counsel
2. The address of the Opponents for the very purpose is the same as shown in the cause title above.
3. Herein the above-named Complainant most respectfully submits as under,
4. The Complainant respectfully submits that he purchased a Hollow brick-cutting machine along with other equipment, built a shed, procured raw materials, and hired labourers for a total consideration of Rs 17,77,000 (including the compensation for deficiency of service) from the Opposite Party.
5. The Complainant submits that the Opposite Party sent the technicians to set up the machine only 3 months after my client purchased the machine, despite guaranteeing that the technicians would be sent to install the machine after purchase.
6. The Complainant submits that the technicians who came to set up the machine did not set it up correctly and also informed my client that the machine would not be able to manufacture 8000 bricks. This was in direct contrast to the guarantee given by the Opposite Party.
7. The Complainant further submits that the machine delivered to my client was a solid brick-cutting machine, instead of a hollow brick-cutting machine and my client was not provided with any instructions on how to manufacture bricks with it
8. That Complainant issued a legal notice dated 02/07/2021 to the Opposite Party but received no response. His legal notice has been ignored, and therefore, he is forced to approach this Commission
9. That the Opposite Party is liable for the deficiency in service which has resulted in financial loss, harassment and mental agony.

IV. **Cause of Action**;

1. The Cause of action of this arose on 02/12/2019 when the Complainant bought the Hollow brick cutting machine and other equipment from the Opposite Party.

V. **Limitation Period**

1. That the present complaint is being filed within a period of two years from the date of cause of action, as prescribed under Section 69 of the Consumer Protection Act, 2019.

VI. **Jurisdiction:**

1. On territorial jurisdiction, it is submitted that the complainant resides within the jurisdiction of this Hon'ble Court. While the opponent’s service centre is situated within the jurisdiction of the specific court in Sangli Maharashtra, the complainant has chosen to exercise jurisdiction of this Honourable Court.
2. On pecuniary jurisdiction, it is submitted that the consideration amount is less than Rs. 50,00,000/-
3. Hence this Hon'ble Court possesses jurisdiction to try and entertain this complaint

VII. **Court Fees:**

1. In line with Rule 7 of Consumer Protection (Consumer Dispute Redressal Commission) Rules, 2020, no court fee has been paid as the value of the impugned service is less than Rs 5 lakhs and the stipulated three copies of the complaint have been submitted.

VIII. **Prayer**

It is therefore most humbly prayed that setting all the contentions of the Opponents if any an order may kindly be passed against the Opponents in the following terms,

1. Direct the Opposite Parties to refund the amount of Rs 7,77,000/- for the cost of the incorrectly assembled machine and delay in assembly.
2. Direct the Opposite Party to refund the cost of construction of the shed of Rs 5,00,000/-
3. Direct the Opposite Party to refund the labour and cost of raw materials of Rs 3,00,000/-
   1. Direct the Opposite Parties to pay Rs. 2,00,000/- as compensation for financial loss, harassment, mental agony, expenses and deficiency in service.
   2. Pass any other order as deemed fit in the interest of justice, equity, and good conscience.

HASSAN

Date Advocate for Complainant

**Verification**

Herein I, Mr. Nirvani Gowda, do hereby state on the solemn affirmation that the contents of the above paragraphs are read over and explained to me in my vernacular, and the same is found to be true and correct to the best of my knowledge, belief, and information.

**HASSAN**

**Date Complainant**