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

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

Mr. Vishwanath H.P

S/o\_\_\_\_, Age 50 years,

Residing at Old Post Office Road,

Thamalapura Circle, Thamalapura, Hassan ....COMPLAINANT

V/s

The Manager

ESSAR TECHNOLOGIES

Plot No. 19/4, Kadaola Industrial Area,

Mysore - 571 311

Hassan. .... 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 5 solar water heaters for a total consideration of Rs 85,925 (including the compensation for deficiency of service) from the Opposite Party.
5. The Complainant submits that 2 out of these 5 water heaters started leaking last month, despite having a 5 year warranty. The Complainant approached the Opposite party with a request to refund the amount or repair the 2 leaking solar water heaters. However, the Opposite party did not agree to either repair the heaters or refund the amount.
6. That the Complainant then issued a legal notice to the Opposite Party on 12/07/2021. However, the Opposite Party has not replied to the same and a 15 day period has elapsed since the date of delivery of notice. His legal notice has been ignored, and therefore, he is forced to approach this Commission.
7. 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 23-08-2021 when the Complainant found the 2 water heaters leaking.

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 while the complainant resides within the jurisdiction of this Hon'ble Court, the Opposite Party resides in Mysore. The Complainant has therefore chosen to seek relief before this Honourable Court in Hassan and hence this Honourable Court possesses jurisdiction.
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 R 35,925/- for the cost of the defective solar heaters.
2. Direct the Opposite Parties to pay Rs. 50,000/- as compensation for financial loss, harassment, mental agony, expenses and deficiency in service.
   1. 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. Vishwanath H.P, 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**