**BEFORE THE HON’BLE DISTRICT CONSUMER DISPUTES REDRESSAL**

**COMMISSION AT MADURAI**

**COMPLAINT No..................of 20.....**

**IN THE MATTER OF:**

S.Pugazhendhi,

S/o. Sakkaraipandi,

Aged about 25 years

Occupation: Govt. Teacher

D.No.331, Thamaraiveethi,

Natraj Nagar,

Madurai – 16.

................ COMPLAINANT

Vs

The Manager

M/s. Alagendra Auto,

Yamaha Bike Service,

No.173-C, Natraj Nagar Main Road,

Kochadai,

Madurai – 16.

............. OPPOSITE PARTY

COMPLAINT UNDER SECTION 35 of CONSUMER PROTECTION ACT

MOST RESPECTFULLY SHOWETH:

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,

COMPLAINT UNDER SECTION 35 of CONSUMER PROTECTION ACT

1. The complainant is a teacher at government school and owns a Yamaha Fassino Vehicle Model no.125 FI hybrid, bearing no. TN-58-AP-7864. The complaint regularly gives the bike for servicing for proper maintenance.
2. The complainant states that the opposite party runs an authorised service centre for Yamaha Vehicles. The complainant approached the opposite party on 04.01.2021 for bike service.
3. The complainant states that at the time of giving the vehicle for service the servant’s of the opposite party approached him and explained about the scheme called “Annual Maintenance Contract”. As per the annual contract the complainant can avail 3 bike services without any labour charge in the bill and 2 free water wash by paying the charge of Rs 999/-.
4. Relying on the representations made by the servants of the opposite party, the complainant paid the sum of Rs. 999 on 04.01.2021 for the Annual Maintenance Contract. The complainant was given the bill No. GES8826 and Job Card No.60183A for payment of Rs. 999 made to the opposite party.
5. As a part of the Annual Maintenance Contract, the opposite party issued 3 coupons for service and 2 coupons for free wash to the complainant . While availing any free service, the complainant has to return these coupons to the opposite party.
6. On the same day(04.01.2021) the first free service was availed by the complainant under the “Annual Maintenance Contract” and submitted the 1st service coupon. The bill generated for the same mentioned next service is due on 04.03.2021.
7. The complainant states that due to some inconvenience he could only approach the opposite party on 04.05.2021 for 2nd service, the opposite party gave the 2nd free service for the vehicle under the “Annual maintenance contract” on the same day. The complainant used 2 service coupons and 1 free water wash coupon by the end of the second service.
8. The complainant, having left with one service coupon and 1 free water coupon, approached the opposite party for the third service under the Annual Maintenance Contract on 23.11.2021.
9. At the time of receiving the vehicle after service the opposite party generated the bill No. GES8962 and charged Rs. 1,307 which included Rs. 460.20 as labour charge.
10. The complainant was shocked to see this as only two services were availed by him under the “Annual Maintenance Contract” and one service with free labour charge was still available under the AMC. Even after giving the coupon to avail the third service under the AMC the opposite party included the sum of Rs.460 as labour charge in the bill.
11. The complainant informed the opposite party that he has availed only 2 service under the AMC and therefore eligible for the service free of labour charges. But the opposite party did not listen to any explanation given by the complainant.
12. The complainant asked the opposite party to furnish the 3rd service bill, which was availed by the complainant under the AMC but the opposite party did not give any proper reply and withheld the complainant’s vehicle with him.
13. The complainant paid the sum of Rs. 1307 which included Rs. 460.20 as labour charge. Only after making the full payment did the opposite party release the complaint’s vehicle on 20.01.2022.
14. The complainant sent a legal notice to the opposite party for the fraud and deficiency in service committed by the servants of the opposite party on 19.02.2022.
15. The opposite party replied to it with a new story that the complainant has availed all the 3 free services within a span of 4 months and has used 5 free services. The complainant again approached the opposite party to furnish the service bill of all 3 free services but the opposite party has been deceiving the complainant and till date the complainant has not received any bill.
16. The complainant states that for no fault, the opposite party has denied the free bike service. This is clearly a deficiency in service as the 3rd service coupon was still unused and in the possession of the complainant. The act of refusing the free service and charging the complainant labour fees despite the unused coupon amounts to unfair trade practice. Adding to this opposite party withheld the bike for almost one month which caused stress and mental agony to the complainant.

CAUSE OF ACTION: Cause of action arose on 23.11.2021 when the complainant approached the opposite party for the 3rd free service according to the annual maintenance contract, but was denied the free service and was charged 460 Rs as a labour charge.

TERRITORIAL JURISDICTION: The complainant resides 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 for the annual maintenance of the bike is less than Rs. 50 lakhs. Hence this hon'ble commission has jurisdiction to entertain this complaint.

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

Evidence:

| Ex.A1 | 04.01.2021 | Bill for 1st service Bill No.GES8825 Job card 60183 |
| --- | --- | --- |
| Ex.A2 | 04.01.2021 | Bill for AMC Bill No.6ES8826 Job Card 601834 |
| Ex.A3 | 04.05.2021 | Bill for 2nd Service Bill No.GES1310 and GES1311 Job Card No.19152 and 19152A |
| Ex.A4 | 23.11.2021 | Bill for 3rd service which includes labour charge bill No .GES8962 Job card 22372 |
| Ex.A5 |  | Receipt given by opposite party for free labour charge service and water wash service |
| Ex.A6 | 29.01.2022 | Legal Notice sent to the opposite party in favour of complainant |
| Ex.A7 | 19.02.2022 | Reply notice sent by the opposite party to the complainant |

Prayer:

Therefore, I humbly request the Honourable Forum to take cognizance of this matter and pass appropriate orders:

1. To direct the opposite party to pay the bill amount for labour charge a sum of Rs.460/- with 12% interest P.A. to the complainant.
2. To direct the opposite party to pay a sum of Rs.2,00,000/- as compensation for mental agony
3. To direct the opposite party to pay a cost of Rs.10,000/- to the complaint.
4. Any other relief deemed fit.

**VERIFICATION:-**

I, S.Pugazhendhi, S/o. Sakkaraipandi, resident of D.No.331, Thamaraiveethi, Natraj Nagar, Madurai – 16.,do hereby solemnly affirm that the facts stated above in paras 1 to 16 are true to the best of my knowl­edge and based on the records maintained by me, which I believe to be true.

Verified at, on this \_ day of \_\_\_

**ANNEXURE OF EVIDENCE**