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

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

Mr. Vedamurthy L.N,

S/o Nagraj, Aged 45 years,

Residing at Sooru Nilaya, No. 494,

Sadashivanagara, Hassan ....COMPLAINANT

V/s

The Manager

Shree Hassanamba Granites and Ceramics

Site No. 83/1, 83/2, Jayanagar,

1st Floor, Tejur Village Panchayat,

Ring Road, Hassan ....OPPOSITE PARTY No.1

AND

Manager,

Varmara Vitrified Ceramics Dealers

Regional Office, No. 55/C-42/1, 2nd Floor,

Syndicate Bank Upstairs, 40th Cross, 2nd Main,

8th Block, Jayanagara, Bangalore - 560 070 …OPPOSITE PARTY No.2

**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 Vamara tiles worth Rs 1,17,000 along with other tiles (for a total cost of Rs 2,07,028) on 25/02/2020 for his newly constructed house from an authorised dealer of Vamara tile - Opposite Party No.1.
5. That while laying the tiles, the Complainant noticed that the colour of some of the tiles was different from what he had purchased.
6. That the Complainant informed the seller about the change in colour before laying the tiles. Opposite Party No.1 assured Complainant that it must be dust on the face of the tiles and that the Vamara tiles would look like the others once Complainant washed them.
7. That The Complainant believed the assurance given by Opposite Party No.1 and laid the tiles. However, after the Complainant washed the tiles, the colour of the Vamara tiles was noticeably different from the other tiles.
8. That the Complainant is very upset as everybody who has visited his new house has commented on them. He has therefore not been given the same tiles that he had selected at the time of purchase.
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 25-02-2020 when the Complainant noticed that the colour of the Vamara tiles was incorrect while laying them.

V. **Limitation Period**

1. That the present complaint was 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, Opposite Party No.1 resides in Hassan, whereas Opposite Party No.2 resides in Bangalore. The Complainant has chosen to seek relief before this Honourable Court and therefore 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 Rs. Rs 2,07,028 for the total cost of all the tiles purchased
2. Direct the Opposite Parties to pay Rs 1,20,472/- as compensation for labour costs, 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. Vedamurthy L.N, 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**