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

Consumer Complaint No. \_\_\_\_\_\_of 2022

Smt. Meena Kumari,

W/o Ravish A.V, Age 57 years,

Residing at 1st Cross, Vijay School Road,

Chikkahonnenahalli Village, Hassan ....COMPLAINANT

V/s

The Owner

Maruthi Paints

Gandhi Bazar, Hassan - 573 201. …OPPOSITE PARTY No.1

AND

The Manager

Asian Paints Ltd

Building no. 376, S,Y,335/2,4,5,6,

Kalasthavadi Village, Kasaba Hobli,

Mysore Taluk, Mysore - 570 033. …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 she recently bought a 6 year old house and decided to paint it with apex ultima protect base coat along with apex ultima protect top coat for the exterior of the house.
5. That the Complainant bought Asian paints from Opposite Party No. 1, which is an authorised dealer of Asian Paints, on 24/03/2022. However, despite having a 5-year warranty against adverse climate conditions, the paint began to peel from the wall soon after the painting of the wall of her house.
6. That the Complainant then informed both Opposite Parties about the paint peeling off the wall. A complaint was raised by Opposite Party No.1 with Opposite Party No. 2, based on the Complainant’s request for the same, bearing complaint no. 0505524914 dated 29/03/2022.
7. That Opposite Party No. 2 sent technical staff to visit the Complainant’s house on 30/03/2022 and inspect the peeling paint. However, the staff of Opposite party No. 2 told the Complainant that necessary precautions were not taken before painting commenced.
8. That the Complainant is very upset as the Opposite Parties have given her paint which is of substandard quality.
9. That the Complainant issued a legal notice dated xx/yy/2022 to the Opposite Parties complaining about the peeling paint and the lack of action after the technical staff inspected the paint.
10. That the Opposite Party No. 2 sent a reply notice to the Complainant stating that necessary precautions had not been taken before painting the wall.
11. That Complainant has suffered immense harassment, mental agony and pecuniary loss due to the failure of the Opposite Party to refind the cost of the defective paint or take any action to rectify the peeling paint. His repeated requests and legal notice have been ignored, forcing him to approach this Commission.
12. 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 29-03-2022 when the Complainant raised a complaint regarding the defective paint with the Opposite Parties.

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 Mysore. 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 74,009/- for the total cost of the defective paint purchased.
2. Direct the Opposite Parties to pay Rs 3,33,000/- as compensation for the substandard quality of paint, 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, Smt. Meena Kumari, 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**