**BEFORE THE HON’BLE DISTRICT CONSUMER DISPUTE REDRESSAL COMMISSION, (MAIN) VADODARA**

**CC.No.722/2019**

IN THE MATTER OF:

Ghanshyam K. Mehta

Res. B-119, Shiv Tenement & Duplex,

Near Amin Party Plot, Gotri,

Vadodara - 390 023.

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

Vs.

1. Amazon Seller Services Pvt. Ltd.

No. 26/1, 8th Floor, Brigade Gateway,

Dr. Rajkumar Road, Malleshwaram,

Bangalore - 560 055

1. Felix Hyperstore and Retail Pvt. Ltd.

'Sai Dhara' Complex, Warehouse no :1,

Next to Shangrila Resort, Mumbai Nashik Highway,

NH 3, Kuksa Borivli Village,

Bhiwandi, Maharashtra - 421 302

1. Voltas Ltd.

Voltas House ' A ', Ambedkar Road,

Chinchpokli, Mumbai - 400 033.

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

COMPLAINT UNDER SECTION 35 OF THE CONSUMER PROTECTION ACT

RESPECTFULLY SHOWETH:

1. That the Complainant is a citizen of India residing in Gotri, Vadodara, and the Opposite Parties abovenamed, have their head offices in Bangalore, Bhiwandi, and Mumbai respectively.
2. This complaint relates to the deficiency in service of the opposite party faced by the complainant.
3. On 11/05/2019, the complainant purchased a Voltas 1.5 Ton 3 Star Inverter Split AC (Model No: 183VCZT3) from the Opposite Party No. 2 through Opposite Party No. 1's e-commerce platform for a total cost of Rs. 32,945/-.
4. The said AC was delivered and installed at the complainant's residence on 23/05/2019 by Opposite Party No. 2.
5. Immediately after installation, the complainant noticed that the AC was not providing proper cooling, and despite assurances from the service engineer to allow some time for the gas to circulate, there was no improvement in the cooling performance over the next 18-20 days.
6. The complainant then lodged multiple complaints with the Opposite Parties, but the technicians provided varying reasons such as faults in the outer unit, inner unit, and leakage in the condenser, without resolving the core issue of poor cooling.
7. Despite the complainant's repeated requests and a legal notice dated 19/09/2019 (copy attached), the Opposite Parties have failed to either repair the defective AC or provide a replacement, amounting to deficient service and unfair trade practice.
8. Due to the defective product and failure of the Opposite Parties to address the issue, the complainant has suffered mental agony, harassment, and monetary loss, as the newly purchased AC remained unutilized since June 2019.
9. Before filing the complaint, the complainant sent a legal notice to the respondents demanding a refund of Rs. 32,945/-, but the respondents did not reply or take any action to resolve the issue.
10. The complainant has attached the following documents in support of his complaint:
    1. Copy of the invoice for the purchase of the Voltas AC from Felix Hyperstore on Amazon dated 11/05/2019 for Rs. 32,945/-.
    2. Copy of the warranty/guarantee card provided by Voltas for the AC.
    3. Copies of email/written communication with Felix Hyperstore and Voltas regarding the cooling issues and complaints and service requests lodged.
    4. Copy of the legal notice dated 19/09/2019 issued to Felix Hyperstore and Voltas, along with postal receipts as proof of delivery.
    5. Copies of service reports prepared by the technicians during their visits to inspect the AC.
11. The complainant has not filed any complaint having the same cause of action in any other forum or court.
12. The complainant resides within the jurisdiction of this Hon'ble Commission. Hence this Hon'ble Commission has jurisdiction to try and entertain this complaint
13. The total consideration amount paid in purchasing the mobile phone is less than Rs. 50 lakhs. Hence, this Hon'ble Commission has jurisdiction to entertain this complaint.
14. The cause of action arose on 23/05/2019 which is within the limitation period prescribed under the Act. Hence, the claim in the complaint is not barred by the law of limitation.
15. The Complainant is complying with the Court Fees Mandated under Rule 7 of the Consumer Protection (Consumer Dispute Redressal Commission) Rules, 2020.
16. In the circumstances, the Complainant therefore prays before this Hon'ble Commission:
    1. To direct the Opposite Parties to jointly and severally refund the total cost of Rs. 32,945/- paid by the complainant for the defective AC, along with interest from the date of purchase till realization;
    2. To direct the Opposite Parties to pay a compensation of Rs. 25,000/- towards mental agony, harassment, and cost of proceedings;
    3. To award any other relief deemed fit and proper in the facts and circumstances of the case.

Dated this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**COMPLAINANT**

**VERIFICATION**

I, Ghanshyam K. Mehta, resident of Shiv Tenement & Duplex, Gotri, Vadodara hereby declare that I have not misrepresented any facts nor have tried to hide any information in my above complaint. All the facts mentioned herein are true to the best of my knowledge.

Name & signature of the complainant