**BEFORE THE CONSUMER DISPUTES REDRESSAL DISTRICT FORUM AT SOUTH GOA**

ORIGINAL COMPLAINT NO. \_\_\_\_\_\_/2023

(Filing Date: \_\_.\_\_.2023)

Mr. Ashok Jain,

Son of Bherumal Jain,

Aged about 48 years,

Resident of Flat No. 103,

Lotus Terraces, Vidhyanagar,

Margao Goa …………………………………………………………………….. Complainant

Ar. Sheetal Morajkar,

Proprietor, SSM Designs,

Building No.4, Office No. 12,

Marao Kenny Complex,

Caranzalem, Panaji Goa 403002……...…………………………………………Opposite Party

**COMPLAINT UNDER S. 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:

The Complainant had engaged services of Opposite Party (OP) for the purpose of consultancy for the interior designs of his residential premises of 2 BHK and 3 BHK situated at Margao Salcete Goa.

On 12.11.2020 a site inspection was carried out by the OP whereby it was mutually understood and agreed between the parties the scope of overall work and also services related to the OP and the fees to be paid in each stages.

It was agreed that the entire cost for execution of the interiors would range between ₹20,00,000/- to ₹25,00,000/-, with 10% variation. Hence, for such range the professional fees of the OP were finalized to ₹2,50,000/- being 10% of the budget.

The OP had assured the Complainant that the entire consultancy and plans would be completed within a period of 60 days with grace period of 15 days. Accordingly, the OP and the Complainant had entered into an Interior Consultancy Contract dated 25.11.2020 purely for the purpose of consultancy with regard to the interior/designs for the residential premises of the Complainant. However, the Complainant signed the contract based on verbal assurance given by the OP.

However, before the consultancy contract dated 25.11.2020 was signed, the Complainant had paid an advance of ₹1,25,000/- towards the fees as the Complainant wanted the work to be done urgently and it was agreed between the parties to start the work with immediate effect. The said advance of ₹1,25,000/- was paid in three installments i.e. ₹45,000/- on 20.11.2020, ₹43,000/- on 27.11.2020 and ₹37,000/- on 30.11.2020.

The OP herein has failed to execute any plans being receiving advance payment towards professional fees and thus behaved in an unprofessional manner avoiding the phone calls of the Complainant. Prior to the contract the OP had informed the Complainant that his family would be taken to show some projects that were completed by the OP. However, no such thing was done. Then OP had also agreed to prepare a walk in video to show the Complainant the actual work that would be executed by the OP so that the Complainant is assured of work carried out, however this was also not done. The Complainant time and again contacted the OP for inquiry about the plans. On all occasions the OP was giving evasive replies and was avoiding the Complainant.

Somewhere in the first week of January 2021 the Complainant had telephonically informed the OP that in case he does not receive any plans, the services of the OP will be terminated. Only after receipt of the said call, an email was sent by the OP with some plans attached.

Thereafter, the OP was informed that the Complainant was not able to understand the said plans and was requested to send him hard copies of the same with explanations. However, in spite of such request the OP failed to visit or show the plans prepared by him. Due to the unprofessional attitude of the OP, the Complainant decided to terminate the services of the OP and accordingly informed verbally that the Complainant does not wish to continue with his services.

On 2nd February 2021 the Complainant received an email from the OP wherein the OP mentioned the stages of work completed and also informed that the design development drawings were presented to the Complainant in their office and the same were approved by him. However, the OP did not show any drawings nor was any approval given by the Complainant. The Only drawings were the ones sent to the Complainant through email and no hard copies of drawings/plans were given to the Complainant.

On 09.02.2021 the Complainant replied to the email of the OP and brought to his notice the actual position and work done by him and as a good gesture informed to keep an amount of ₹20,000/- from the advance payment and refund the remaining amount of ₹1,05,000/-. However, vide letter dated 20.02.2021 sent through registered A/D the OP refused to pay the amount of ₹1,05,000/- and further stated that the OP has waived the balance amount of the professional fees amounting to ₹62,500/-.

The Complainant is not liable to pay to the OP the said amount as said claim by the OP is illegal and not maintainable. By the said acts the OP has failed to provide the adequate services for which he was engaged and therefore is a clear negligence, unfair trade practice and deficiency of service on the part of the OP.

**Cause of Action**

The cause of action arose out of OP’s failure to provide the adequate services as contracted. The cause of action is still continuing due to willful negligence and failure to resolve the Complainant's grievances by the OP till date. Hence the present complaint.

**Limitation Period and Court Fees**

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 Act, 2019. The Complainant declares that requisite court fees as per statutory rules is being paid on the present complaint.

**Territorial Jurisdiction**

This Hon'ble Commission has territorial jurisdiction to entertain and adjudicate upon the present complaint as the cause of action has arisen within its jurisdictional limits where the Complainant is a permanent resident.

**Pecuniary Jurisdiction**

The value of the present complaint is less than Rs. 50 lakhs, as the amount of compensation of Rs. 1,05,000 advanced to OP, plus Rs. 20,000 as compensation for mental agony sums to Rs. 1,25,000, which is well within the pecuniary jurisdiction limits prescribed for this Hon'ble Commission.

**Evidence Relied Upon**

* Interior Consultancy Contract
* Copy of email dated 02.02.2021
* Copy of email dated 09.02.2021
* Copy of letter dated 20.02.2021
* Legal notice dated 04.03.2021
* Regd. A/D card

**Prayer**

In view of the above stated facts and circumstances, and in the interest of justice, it is most respectfully prayed that this Hon'ble Commission may be pleased to:

* Pass an order directing the Opposite party to refund the said amount of ₹1,05,000/- along with an interest @ 9% per annum from 09/02/2021 till the actual payment.
* The Opposite party be directed to pay to the Complainant a compensation of ₹20,000/- for mental harassment and torture caused to the Complainant and his family members.
* Cost of the complaint be provided for.
* Such other relief as this Hon’ble Forum considers it proper and just to pass.

**VERIFICATION**

I, Ashok Jain, resident of Lotus Terraces, Vidhyanagar, Margao Goa, 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