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

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

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

Mr. Udaysingh W. Ranesardessai,

Jyotirmai, A-12, Padmanarayan Estate,

Near Matt, Gogol, Fatorda, 403602

M-9970408291…………………………………………………………………………….. Complainant

Versus

Mr. Dilip Nayak, CEO

Rainbow Power Solutions

105, The Court by Crossroads,

Near Arlem 4 road junction,

Fatorda, Goa 403602…………………………………………………………………….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:

1. The Complainant respectfully submits that he purchased a solar power system from Opposing Party (OP), the manufacturer and installer thereof, by way of an order placed on 19/11/2019. He has paid a total consideration towards the said system of Rs. 7,23,000 between 20/11/2019 and 26/12/2019, and was promised that the system would be of good quality, installed in a safe and reliable manner, and be a one-time investment for lifetime free electricity. He was also told that OP was only taking a 10% profit.

2. However, the Complainant encountered several issues as a result of OP’s faulty installation processes, amounting to a deficiency in service. He also came to know that the advertisement from where he had purchased the product was misleading, as it quoted a higher price for the components than their actual price. Further, the advertisement was not only misleading but deliberately concealed crucial information about the hazardous aspects of the product.

3. The OP visited the Complainant's residence, inspected the roof terrace site, and checked the sanctioned electrical load by referring to the electricity bill. Based on this, a quotation was sent via email on 11/11/2019, to which the Complainant responded asking for a break-up of prices for components. The OP responded on 18/11/2019 with an email containing a revised offer, including the break up prices and a stated profit margin of only 10%. The Complainant responded on 19/11/2019, placing an order for the product.

4. By Dec 2019, the OP completed the installation of the product. However, on 01/01/2020, the OP activated the product without providing any training, operating manual, or component manuals, ultimately abandoning the product till 18/01/2020. At this point, the Complainant started to question the accuracy of component prices from the manufacturer Ksolare, and discovered inflated and false prices quoted by the OP in their quotation dated 18/11/2019 after checking the prices of other components online.

5. On 20/01/2020, an email was sent to the OP, requesting a refund of Rs. 3,03,800 and documentation such as warranty cards and GST paid bills for the components. In their response, they dismissed the Complainant's email as senseless and threatened to recover any remaining outstanding amount with 18% interest. In a further email on 10/02/2020, they demanded an alleged balance of Rs. 79,500 and stated that they would withhold several items, including the tax invoice, copy of the PPA signed with the electricity department, guarantees, warranties, service-related issues, and subsidy formalities.

6. The provisional approval for the power generation was received only on 13/05/2020, along with an electricity bill dated 11/05/2020. On 19/05/2020, the product burnt at the Ksolare inverter, prompting the Complainant to contact Ksolare through the official helpline and register a complaint (Complaint No:19052001). Ksolare responded on 01/07/2020, stating that they would replace the inverter after the lockdown. On 14/09/2020, the Complainant emailed Ksolare, and on 21/10/2020 notice was sent to the OP, which was replied to on 29/10/2020.

7. The above facts and circumstances conclusively establish glaring deficiency in service, negligent conduct and misleading advertisement on the part of OP.

**Cause of Action**

The cause of action arose out of OP’s overpricing and misleading advertisement of the products, as well as the subsequent deficiency of service in addressing the problems with the plant. The cause of action is still continuing due to willful negligence and failure to resolve the Complainant's grievances by the Opposite Parties 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. 30,28,020, including Rs. Rs.8,04,813 for expenditures towards the plant, as well as Rs.23,207 towards electricity bills incurred so far and Rs. 22 lakh compensation, sums to Rs. 9,85,965/- which is well within the pecuniary jurisdiction limits prescribed for this Hon'ble Commission.

**Evidence Relied Upon**

1. Copy of Advertisement (printed leaflet of OP) at Exhibit ‘1.’
2. Offer letter along with quotation dated 11.11.2019 at Exhibit ‘2.’
3. Revised offer letter with break-up cost of components dated 18.11.2019 at Exhibit ‘3.’
4. Order placed by the Complainant dated 19.11.2019 at Exhibit ‘4.’
5. Copy of Email dated Jan. 20, 2020 from the Complainant to OP at Exhibit ‘5.’
6. Copies of correct pricing of components at Exhibit ‘6’
7. Copy of email dated Feb. 10, 2020 from the OP to the Complainant at Exhibit ‘7’
8. Letter from Electricity Department of Goa to the Complainant dated 13.01.2020 at Exhibit ‘8’
9. Photographs at Exhibit ‘9’
10. Notice dated 21.10.2020 to OP at Exhibit ‘10’
11. Electricity bills at Exhibit ‘11’
12. Reply to notice dated 29.10.2020 by OP at Exhibit ‘12’
13. Whatsapp chats at Exhibit ‘18’
14. Email from the Complainant to OP dated Sept. 14, 2020.

**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:

* Order OP to refund to the Complainant a sum of Rs.8,04,813/- (with further interest @ 12% till the payment is made) and to reimburse a sum of Rs.23,207/- towards electricity bill (and to reimburse for the expenditure towards further electricity bills till the product is removed from the site premises of the Complainant).
* Grant a sum of Rs.22,00,000/- as compensation from OP for causing malicious mental injuries as detailed above.
* Punish OP in view of provision of section 89 of the Act.
* Grant any other reliefs which this court deems necessary to secure the ends of justice.

**VERIFICATION**

I, Udaysingh W. Ranesardessai, resident of Padmanarayan Estate, Near Matt, Gogol, Fatorda 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