BEFORE THE HON’BLE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION AT SONEPAT

IN RE: COMPLAINT No..................of 20.....

IN THE MATTER OF:

Bijender,

Gali No. 8, Saraswati Vihar

Mehlana road, Sonepat

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

Vs.

Gail Gas Ltd.

Plot no.16, MC no.207/113

Sidharth Enclave, Bahalgarh road, Sonepat,

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

COMPLAINT UNDER SECTION 35 of CONSUMER PROTECTION ACT

RESPECTFULLY SHOWETH:

1. Bijender entered into a transaction with Gail Gas Ltd. when he applied for a domestic gas connection on September 8, 2018.
2. As part of this transaction, Bijender made a payment of Rs. 5500/- through Cheque No. 10.897650, as reflected in Document L. 356-21, which served as both proof of application and payment.
3. In this transaction, Gail Gas Ltd. assured Bijender that the gas connection would be released in his name shortly after the application.
4. However, despite these assurances, the gas connection has not been provided to Bijender. This constitutes a clear breach of the transaction agreement between Bijender and Gail Gas Ltd.
5. To further address this breach, Bijender visited the Gail Gas office multiple times seeking resolution. Unfortunately, each visit failed to yield a positive outcome.
6. In an effort to rectify the situation, Bijender sent a formal notice to Gail Gas on May 17, 2021, outlining the wrongful act and demanding a resolution. Regrettably, this notice did not result in any positive response or corrective action from Gail Gas Ltd.
7. As a result of this breach of transaction and the subsequent failure to provide the gas connection, Bijender has suffered mental agony, harassment, and humiliation. This breach has significantly impacted Bijender's daily life and well-being.

EVIDENCES:

1. The application for the gas connection, Cheque details (No: 10.897650)
2. Payment receipt documented in L. 356-21,
3. Notice sent to Gail Gas on May 17, 2021
4. Records of multiple visits to Gail Gas office

TERRITORIAL JURISDICTION: The complainant resides within the jurisdiction of this Hon'ble Commission. Hence this Hon'ble Commission has jurisdiction to try and entertain this complaint.

PECUNIARY JURISDICTION

The total consideration amount paid in purchasing the insurance policy is less than Rs. 50 lakhs. hence this hon'ble commissin has jurisdiction to entertain this complaint.

LIMITATION: That the present complaint is being filed within the period of 2 years prescribed under section 69 of the Act, 2019.

COURT FEE: Requisite Court fee as contemplated is paid on this Complaint.

PRAYER:

The complainant therefore prays:-

1. Direct Gail Gas Ltd. to promptly release the domestic gas connection in Bijender's name, thereby fulfilling the terms of the original transaction.
2. Award compensation of Rs. 30,000 to address the financial and emotional distress caused by the wrongful act of Gail Gas Ltd., constituting a breach of the transaction agreement.
3. Any other relief deemed fit

PLACE: Signature

DATED: NAME OF THE COMPLAINANT

VERIFICATION

I Bijender, resident of Saraswati Nagar, Haryana 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.