**BEFORE THE HON’BLE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION AT [LOCATION]**

**IN RE: COMPLAINT NO. \_/20**

**IN THE MATTER O**F:

Shambhu Yadav,  
S/o [Father's Name]  
Residing at H. No. 1279, R.K. Puram, Sec. 4, New Delhi-110022 .................................................................... Complainant

**Versus**

Shiv Cycle Store  
88A & Cycle Market, Jhandewalan Extn., New Delhi-110055  
 .....................................................................Opp. Party

**COMPLAINT UNDER SECTION 35 OF THE CONSUMER PROTECTION ACT, 2019**

**RESPECTFULLY SHOWETH**:

1. That the Complainant herein, Mr. Shambhu Yadav, S/o [Father's Name], residing at H. No. 1279, R.K. Puram, Sec. 4, New Delhi-110022. The Opposite Party herein, Shiv Cycle Store, is a business entity engaged in the sale of bicycles and related accessories, situated at 88A & Cycle Market, Jhandewalan Extn., New Delhi-110055.
2. That on 22.07.2019, the Complainant purchased an Avon bicycle from the Opposite Party for a sum of Rs. 4,592/-. The Complainant paid the full amount in cash to the Opposite Party.
3. That upon delivery, the Complainant noticed issues with the bicycle: the front wheel was torn out, the bell was malfunctioning, and the bicycle was not properly assembled, causing a noisy sound while riding.
4. That the Complainant approached the Opposite Party with evidence of the defects, requesting a replacement or repair. However, the Opposite Party attributed the damage to the Complainant's children and refused to acknowledge any fault or provide a remedy, stating that there was no warranty on the tires.
5. That the Complainant seeing no other means to receive remedy for the deficiency in goods, led to the filing of this complaint before this Hon’ble Forum.

CAUSE OF ACTION:

1. That the Complainant purchased the bicycle in good faith, relying on the Opposite Party's reputation. The defects in the bicycle and the Opposite Party's refusal to acknowledge or rectify these defects constitute a deficiency in service and unfair trade practice.

EVIDENCE:

1. The Complainant attaches herewith the purchase receipt, photographs of the defective bicycle, and the correspondence with the Opposite Party, including the response to the legal notice sent.

JURISDICTION:

1. The Hon’ble District Consumer Disputes Redressal Commission has territorial jurisdiction to adjudicate this dispute as the transaction occurred in New Delhi, and the Opposite Party conducts its business in the same jurisdiction.

LIMITATION:

1. The cause of action arose on 22.07.2023, the date of purchase, and was further aggravated by the Opposite Party's refusal to address the complaint on 25.07.2023. The complaint is filed within the two-year limitation period specified under Section 69 of the Consumer Protection Act, 2019.

COURT FEE:

1. The Complainant is complying with the Court Fees mandated under Rule 7 of the Consumer Protection (Consumer Dispute Redressal Commission) Rules, 2020.
2. PRAYER:

The Complainant seeks the following reliefs from this Hon’ble Commission:-

A. Direct the Opposite Party to replace the defective bicycle with a new one or refund the amount of Rs. 4,600/- paid for the bicycle;

B. Direct the payment of compensation for the inconvenience, mental agony, and litigation expenses, the quantum of which will be determined during the proceedings; and

C. Direct any other relief that the Hon’ble Commission deems fit.

**PLACE: [Location] SIGNATURE OF THE COMPLAINANT  
DATED: [Date]**

**VERIFICATION:-**

I, Shambhu Yadav, S/o [Father's Name], residing at H. No. 1279, R.K. Puram, Sec. 4, New Delhi-110022, do hereby solemnly affirm and declare that the facts stated above in paras 1 to [last para number] are true to the best of my knowledge and based on the records maintained by me, which I believe to be true.

Verified at [Location], on this [Date] day of [Month, Year].

**ANNEXURE OF EVIDENCE**

[List the documents being submitted as evidence]