**BEFORE THE HON’BLE THANE DISTRICT CONSUMER DISPUTES REDRESSAL FORUM**

IN RE: COMPLAINT No. \_\_\_\_\_\_\_\_of 2022

IN THE MATTER OF:

Mr. Prakash Panjumal Kukreja

Age: Not mentioned

Address: Flat No. 606, Navjeevan Tower, Opp. Jaslok High School, O.T. Section, Ulhasnagar 421 003

Email: Not provided

Mobile No.: Not provided

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

Vs.

Mr. Rakesh L. Gambhani

R.S. Enterprises

Address: Shop No. 15, New Super Market, Shivaji Chowk, Ulhasnagar 421 003

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

COMPLAINT UNDER SECTION 35 OF CONSUMER PROTECTION ACT, 2019

RESPECTFULLY SHOWETH:

INTRODUCTION:

1. The complainant, Mr. Prakash Panjumal Kukreja, is an advocate residing at Flat No. 606, Navjeevan Tower, Opp. Jaslok High School, O.T. Section, Ulhasnagar 421 003.
2. The opposite party, Mr. Rakesh L. Gambhani, runs R.S. Enterprises located at Shop No. 15, New Super Market, Shivaji Chowk, Ulhasnagar 421 003. The opposite party provides cable TV advertisement services through Konark-USA-DEN Cable Network. The complainant had paid the opposite party to telecast his video slots as part of election campaigning.
3. The Election Commission of India had announced the election programme for Maharashtra Assembly elections to be held on 15/10/2020. The complainant had filled in Nomination Form 141 for Ulhasnagar Assembly Constituency for the Indian National Congress party.

TRANSACTION:

1. The complainant, Mr. Prakash Panjumal Kukreja, furnished three DVD video slots to R.S.Enterprises, as agreed in the contract signed on 5th October 2020, for a sum of Rs. 90,000. These slots were to be telecast on the Konark-USA-DEN Cable Network from 5th October 2020 to 13th October 2020 up to 6 PM, in accordance with the permission granted by the Returning Officer via letter dated 7th October 2020.
2. The complainant had paid Rs. 90,000 to the opposite party as charges for the full period advertisement. The contract also included scrolling of Vote Appeal from the date of certificate granted by Returning Officer till 13/10/2020 6pm.
3. However, on 09/10/2020, the opposite party suddenly stopped telecasting the video slots and vote appeal scrolling without any notice to the complainant.
4. Thereafter, the opposite party issued an invoice dated 13/10/2020 for Rs. 8,989 after filling details in the blank cheque and returned Rs. 50,000 cash to the complainant. This act of the opposite party amounts to deficiency in service under the Consumer Protection Act, 2019.

NATURE OF COMPLAINT:

1. There has been deficiency in service by the opposite party by not providing the full contracted services of telecasting the video slots and vote appeal scrolling as per the period mentioned in the contract, i.e. from 05/10/2020 to 13/10/2020.
2. The opposite party stopped the telecasting and scrolling abruptly on 09/10/2020 without any notice or justification. This caused loss to the election campaigning of the complainant.
3. The abrupt stopping of the contracted services amounts to deficiency in service under the Consumer Protection Act, 2019.

RECTIFICATION:

1. The complainant had issued a legal notice to the opposite party requesting settlement of the issue. However, the opposite party did not take any steps to address the complainant's grievance satisfactorily.
2. Therefore, the complainant is constrained to approach this Hon'ble Commission for relief.

CAUSE OF ACTION:

1. The cause of action arose on 09/10/2020 when the opposite party stopped the telecasting and scrolling in breach of the terms of the contract. Furthermore, the complainant sent a legal notice to the respondent as well, which was not answered.
2. The complainant is filing this consumer complaint within the period prescribed under section 69 of the Consumer Protection Act, 2019.

OTHER PROVISIONS:

1. The opposite party has violated the complainant's right as a consumer under the Consumer Protection Act, 2019 which provides relief against deficiency in services.

EVIDENCE:

1. The complainant will rely on the following documents and evidence:

* Copy of Nomination Form 141 submitted by the complainant for Ulhasnagar Assembly Constituency as candidate of Indian National Congress party.
* Copy of letter dated 07/10/2020 from Returning Officer granting permission for telecasting video slots from 05/10/2020 to 13/10/2020.
* Copy of agreement between complainant and opposite party for telecasting services.
* Copy of invoice dated 13/10/2020 issued by opposite party for Rs. 8,989.
* Copy of legal notice issued by complainant to opposite party.
* Affidavit of the complainant explaining the sequence of events and deficiency in service.
* Any other relevant documentary evidence to be submitted later.

TERRITORIAL JURISDICTION:

1. The complainant and respondent reside within the jurisdiction of this Hon'ble Commission. Hence, this Hon'ble Commission has jurisdiction to try and entertain this complaint.

PECUNIARY JURISDICTION:

1. As the amount of compensation claimed is Rs. 16 lakhs, which is below Rs 50 lakhs, this Hon'ble Commission has jurisdiction to entertain this complaint.

COURT FEE:

20. The requisite court fee has been calculated and affixed as per the Schedule of the Consumer Protection (Consumer Dispute Redressal Commission) Rules, 2020.

PRAYER:

21. In light of the facts mentioned above, the complainant prays that this Hon'ble Commission may kindly:

Accept the complaint and take cognisance in the matter.

Direct the opposite party to pay compensation of Rs. 16 lakhs for deficiency in service along with applicable interest.

Award costs of litigation to the complainant.

Pass any other order as deemed necessary in the facts and circumstances of the case.

PLACE: Thane

DATE:

Respectfully submitted,

(Name and Signature of Complainant)

Mr. Prakash Panjumal Kukreja

VERIFICATION:

I, Mr. Prakash Panjumal Kukreja, hereby verify that the facts stated in the above complaint are true to my knowledge, and I have not concealed any material information.

Verified at Thane on this \_\_\_ day of \_\_\_\_\_\_\_ 2022.

(Name and Signature of Complainant)

Mr. Prakash Panjumal Kukreja