**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, COMBINED COURT BUILDINGS, SALEM**

**CC. No……/……**

**IN THE MATTER OF:**

T.V.Manikkavelu,

Aged:45

Occupation: Business owner

S/o Vaiyapuri, D.No.2/112,

Thondipatty, Akkalampatty Post,

Salem-637 212 . …Complainant

Versus

1. The Authorized Person,

Royal Annanmar,

Royal Enfield Sales and Service Centre, No.569/

Kacheri Street, Velur Road,

Salem District – 637 211.

1. Royal Enfield Head Office, No.624,

Tiruvotriyur, High Road,

Chennai-600 019. …Opposite parties

COMPLAINT UNDER SECTION 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,
4. That complainant owns Royal Enfield Bike classic 500 CC Stealth Black bearing registration No.TN 34 AA 3003.
5. It was stated that the opposite party No.1 is the authorized service center of the opposite party No.2.
6. It is stated that on 27.01.2022 the complainant had given his bike for usual course of service to the 1st opposite party and as per the service engineer’s advice, the complainant had accepted to change the chain sprocket along with chain and other relevant parts of the bike.
7. It is stated that after completion of repair and replacement of vehicle parts, the opposite party No.1 handed over the old spares, chain and its sprocket box to the complainant.
8. It was stated that the complainant had seen that the box is a 350 CC Bike’s chain sprocket box, and it caught the complainants eye as the complainant was having a 500CC bike and he understood and verified that the bike’s chain and sprocket are different parts and mechanism.
9. In this regard the complainant had asked the in-charge person of the opposite party No.1 but the complainant did not get a proper answer and the complainant got back his bike from the opposite party No.1.
10. It is stated that the invoice number INV006971DE01766 dated 27.01.2022 was generated after the bike was serviced. Further the complainant contended that the rate of the 350CC chain sprocket is as mentioned in the box given by the opposite party No.1’s mechanic was MRP Rs.1990/- but in the invoice chain and sprocket kit for classic 500 Column it reflected Rs.2240/-.
11. It was stated that since the bike has been serviced the performance of the bike is not good and some noise from the chain sprocket area. This has created discomfort to the complainant who is an avid bike rider.
12. It is stated that after riding the bike for a while the complainant understood that the opposite party No.1 replaced and fixed the 350 CC bike’s chain and sprocket to the 500 CC bike and the performance of the bike was poor and inferior.
13. Hence the complainant contacted the opposite party No.2 who is the head office of the opposite party No.1 through phone. The opposite party No.2 also had not given proper answers to the complainant and redirected him to the opposite party No.1.
14. It is stated that as a head office, the opposite party No.2 had not taken any action against the opposite party No.1. Hence the complainant has issued a legal notice for replacement of the proper parts of the complainant’s bike or in the alternate refund the amount of Rs.2240/- (Rupees two thousand two hundred and forty only) collected from the complainant by the opposite party No.1 for chain and sprocket kit.
15. to the opposite parties No.1 and 2 on 04.02.2022 (marked as Exhibit A3) and they received the notice but there was no response.
16. It was stated that the opposite party No.1 also mentioned excess amounts exceeding MRP in his invoice dated 27.01.2022. It is submitted that the rate of the 350CC chain sprocket is as mentioned in the box given by the opposite party No.1’s mechanic was MRP Rs.1990/- but in the invoice chain and sprocket kit for classic 500 Column it reflected Rs.2240/-.
17. Hence the complainant approached this Commission for relief.

**CAUSE OF ACTION:** The cause of action arose on 27.01.2022 when the opposite party replaced the 500 CC bike’s chain with that of the 350 CC bike’s chain. Further, the cause of action arose when on the invoice the opposite party charged more for the replacement of the chain than the printed MPR. Further, the cause of action arose when the opposite party did not respond to the notice of the complainant.

**TERRITORIAL JURISDICTION:** The complainant and the opposite party both reside 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 hotel booking is less than Rs. 50 lakhs. Hence this hon'ble commission has jurisdiction to entertain this complaint.

**COURT FEE:** The Complainant is complying with the Court Fees Mandated under Rule 7 of the Consumer Protection (Consumer Dispute Redressal Commission) Rules, 2020.

**EVIDENCE**

* Invoice showing charges for 500CC chain sprocket kit.
* 350CC chain sprocket kit box given instead of 500CC.
* Legal notice demanding refund or replacement.
* Acknowledgement of receipt of legal notice.

**PRAYER:**

In light of the above facts and circumstances of the case, it is most respectfully prayed that this Hon'ble Commission may be pleased to direct the opposite parties No.1 and 2 jointly and severally.

(i). to change and replace the proper parts of the complainant’s bike or in the alternate refund the amount of Rs.2240/- (Rupees two thousand two hundred and forty only) collected from the complainant by the opposite party No.1 for chain and sprocket kit.

(ii) to pay the complainant a sum of Rs.5000/-(Rupees five thousand only) towards compensation for deficiency of service and for mental agony.

(iii)Direct the Opposite Parties to jointly and severally pay Rs. 10,000/- as litigation costs to the Complainant.

(iv)Pass any other order as deemed fit in the interest of justice, equity, and good conscience.

**VERIFICATION:-**

I, T.V.Manikkavelu, Aged:45 Occupation: Business owner S/o Vaiyapuri, D.No.2/112, Thondipatty, Akkalampatty Post,, Salem-637 212, do hereby solemnly affirm that the facts stated above in paras 1 to 14 are true to the best of my knowl­edge and based on the records maintained by me, which I believe to be true.

Verified at, on this \_ day of \_\_\_

**ANNEXURE OF EVIDENCE**