**BEFORE THE HON’BLE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION AT COSMOS**

**IN RE: COMPLAINT No. 05 of 2022**

# IN THE MATTER OF:

K. Vinothini

35 years of age, female

54/206, 3rd street, Simala Nagar, Cosmos- 30.

Vinothini1888@gmail.com

9234567891…… COMPLAINANT

## Vs.

ABC Furniture Private Limited

Represented by its Manager

65/206, 3rd street, Simala Nagar, Cosmos-25

ABCfurniture@gmail.com

9456716832… OPPOSITE PARTY

**COMPLAINT UNDER SECTION 35 of CONSUMER PROTECTION ACT, 2019**

# RESPECTFULLY SHOWETH:

1. The complainant, K. Vinothini (PAN Card No. xxxxx xxxxx), aged 35, residing at 54/206, 3rd street, Simala Nagar, Cosmos- 30 is a doctor by profession, and has been working in Wellness Hospital Private Limited for the last seven years.
2. The opposite party is a well-known and reputed company in the furniture sector with its registered office in the city of Cosmos, and has branches across the city and in other parts of the country; since its inception in 2004, it has been serving a diverse clientele with a wide variety of products.
3. On 04/02/2022 (4th February, 2022), at around 6:30 pm, the complainant visited the Jeevan Nagar branch of the opposite party, located in the city of the Cosmos. She requested a three-seater sofa, and was shown a number of them, of different colors and types. She chose a black three-seater sofa (Model Number: AX672341). She paid the cost price of Rs 1,50,000/- by way of NEFT (Transaction ID: xxxxxxxxxxxxx), and received an e-receipt for the same on 05/02/2022. Notably, at the time of purchase, she asked a number of questions regarding the product features, and was assured that the product was of superior quality. The warranty period for the product was one year.
4. Within a few days from the date of purchase, the upholstery of the sofa started peeling off on its own despite minimal usage on part of the complainant since the time the product was purchased. Immediately, the complainant notified the opposite party of the issue with the product. On 10/02/2022, the complainant called the opposite party to inform the latter regarding the sale of a sofa of inferior quality, and also clearly described the specific issue with the product. She was informed that a company representative would visit her house, check the product, and do the needful, but no one from the company turned up to check the product.
5. On realizing the vitality of a formal complaint, she registered her complaint on the company’s website on 13/02/2022. Meanwhile, after taking photos of the item, she visited the showroom on 14/02/2022 in person to find out if the issue could be fixed. Alternatively, she wanted the product to be replaced. The officials; however, did not pay heed to her request.
6. On 15/02/2022, the complainant also tried to contact the opposite party using the toll-free number given on the website to voice her concerns regarding the supply of defective product, but the efforts went in vain as the customer care cell did not respond positively to the request made. The opposite party alleged that there was no issue with the product at the time of sale, and that it was the fault of the customer; the problem with the product was attributed to the negligence of the customer in not handling the product with care and caution.
7. When the complainant brought up the matter of warranty period for the product, the opposite party was informed that issues that arise due to the negligent conduct of the customer would not be covered, hence the opposite party refused to replace the furniture or fix the issue.
8. The complainant was therefore constrained to send a legal notice on 16/02/2022 (16th February, 2022) whereby the opposite party was advised to comply with the request of the complainant for a replacement of the defective product, or refund the purchase money paid and also provide an amount of compensation to the tune of Rs 20,000 for the mental distress caused to avoid initiation of action under the Consumer Protection Act of 2019 on the ground of supply of a defective product to the customer.
9. However, months went by, but the complainant never received any reply to the notice sent on 16/02/2022. Distressed by the indifferent attitude of the opposite party towards the suffering of the complainant, the latter has now approached this hon’ble commission for relief.
10. The complainant, therefore, humbly submits that the present incident is a clear case of violation of the right of the complainant as a consumer to avail good quality food for the money paid, and also deficiency in service as described under section 2(10) of the Consumer Protection Act of 2019 thereby meriting remedy under the relevant provisions of the Act.
11. The cause of action arose, in the first instance, on 04/02/2022 when the complainant purchased the product, in the second instance on 10/02/2022 when the notified the opposite party of the defect in the product, in the third instance on 15/02/2022 when the opposite party categorically refused to fix the product, or replace the same.
12. The following documents have been attached as Annexures for the perusal of the hon’ble commission:
13. Original bill/invoice dated 04/02/2022
14. Photographs of the product
15. Print out of the customer feedback webpage
16. Original legal notice dated 16/02/2022
17. Jurisdiction:

As the value of the consideration is less than 50 lakhs, and the cause of action is in the city of Cosmos, the complaint is being filed with the Hon’ble District Consumer Disputes Redressal Commission.

1. Limitation:

That the present complaint is being filed within a period of two years from the date of cause of action i.e date of the incident, as prescribed under section 69 of the Act, 2019

1. Court Fees:

In line with Rule 7 of Consumer Protection (Consumer Dispute Redressal Commission) Rules, 2020, no court fee has been paid as the value of the impugned product is less than Rs 5 lakhs, and stipulated three copies of the complaint have been submitted.

# PRAYER

### The complainant therefore prays: -

1. That the opposite party be directed to replace the said product, or refund the purchase money paid, and pay Rs 20,000 as compensation for the mental distress caused to the complainant
2. that such orders be passed as the Hon’ble Consumer Forum may deem fit in the circumstances of the case.

PLACE: Signature

DATED: NAME OF THE COMPLAINANT

# VERIFICATION

I, K. Vinothini, 35 years of age, female,54/206, 3rd street, Simala Nagar, Cosmos- 30 hereby declare that I have not misrepresented any facts nor have I tried to hide any information in my above complaint. All the facts mentioned herein are true to the best of my knowledge.

Name

Signature