# BEFORE THE HON’BLE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, COSMOS

**IN RE: COMPLAINT No. 06 of 2022**

# IN THE MATTER OF:

Bruno

46 years of age, male

32/208, 3rd street, Simala Nagar, Cosmos-21.

Bruno1888@gmail.com

9234567891……… COMPLAINANT

## Vs.

ABC Agro Private Limited

Represented by its Manager

28/459, 2nd street, Simala Nagar, Cosmos- 37

abcagro@gmail.com

9456716832……… .OPPOSITE PARTY

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

# RESPECTFULLY SHOWETH:

1. The complainant, Bruno (PAN Card No. xxxxx xxxxx), aged 46, residing at 32/208, 3rd street, Vimala Nagar, Cosmos-20, is a farmer, and has been growing chillies along with rice for the last 25 years in his 10-acre plot of land situated in Cosmos.
2. The opposite party is a well-known and reputed seller of agricultural products including new varieties of seeds, and has been catering to the needs of over 1000 farmers in Cosmos and other places in the country. Over the years, since its inception in 2004, the company has come up with many varieties with benefits ranging from higher yield per crop to better flavor to higher tolerance to adverse weather conditions.
3. On 04/02/2022 (4th February, 2022), at around 2:30 pm, the complainant visited the office of the opposite party situated at 28/459, 2nd street, Simala Nagar, Cosmos- 37 to purchase the new variety of chilli seeds (AZ456832) offered by the opposite party, which promised a higher yield per acre as compared to the other variants. The complainant purchased 7 packets, each weighing about 50 grams for Rs 3500/-. In total, the complainant paid Rs 24,500/- for 7 packets, and obtained a receipt for the same.
4. The complainant sowed the seeds in his field, and followed the usual procedure; where special instructions were given regarding the use of the seeds, the complainant followed them to the hilt diligently. After three months, when it was time for harvest, much to the disappointment of the complainant, the increase in the yield was not as promised by the seller; in place of 15 quintals of chillies, he got only 8 quintals.
5. The complainant then approached the opposite for an explanation regarding the sale of seeds of inferior quality. The opposite party denied responsibility, and further stated that he never gave any assurance with respect to the exact quantity of yield that the complainant would get from the use of the seeds. Additionally, he mentioned factors such as soil conditions, rainfall patterns, use of fertilizers/pesticides as the cause for the shortfall, but did not offer to send to his product for inspection as per the legal mandate even when the complainant requested him to do so.
6. The complainant, on his part, brought the issue to the attention of the horticultural officer, and requested an examination of the same. On 04/06/2022, the officials conducted an examination and concluded in their report that the product sold was indeed of inferior quality and the lower-than-expected yield was due to the same. When the complainant approached the opposite party with the report to request compensation for the material and non-material loss suffered by him. The opposite party refused to accept the conclusions arrived at in the report, and consequently rejected the claim for compensation.
7. Thereafter, the complainant contacted the customer care division of the opposite party, and registered a complaint on 10/06/2022 but when the former never gave a reply, the complainant sent reminder emails on 12/06/2022 and 14/06/2022 but did not receive a response to these emails either.
8. On 15/06/2022, the complainant went in person to the office of the opposite party, and requested payment of compensation to the tune of Rs 1,60,000/- (40,000 per acre for 4 acres) for one last time. The opposite party; however, reiterated the fact that he was not responsible for the lower yield as no specific assurances were given to the complainant. Furthermore, he stated that the complainant should have exercised care and caution at the time of purchase, and could have asked for a sample for inspection, not realizing that one of the exceptions to the caveat emptor principle is when the buyer relies on the specific knowledge of the seller as in the present case.
9. Moreover, the complainant also enquired from other farmers who purchased and used the impugned seeds if they too faced similar issues with respect to the yield per acre. When they replied in the affirmative, the complainant was upset, and decided to escalate the matter as the opposite party was not willing to compensate the complainant for the loss suffered by him.
10. The complainant was therefore constrained to send a legal notice on 16/06/2022 (16th June, 2022) whereby the opposite party was advised to comply with request of the complainant for compensation to the tune of Rs 1,60,000 for the loss suffered by the complainant and Rs 10,000/- as compensation for the legal expenses incurred by the complainant to avoid initiation of action under the Consumer Protection Act of 2019 on the ground of sale of defective goods.
11. However, months went by, but the complainant never received any reply to the notice sent on 16/06/2022. 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.
12. 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 products for the money paid, and also sale of defective goods as described under section 2(10) of the Consumer Protection Act of 2019 thereby meriting remedy under the relevant provisions of the Act.
13. The cause of action arose in the first instance on 04/02/2022 when the complainant purchased the seeds, in the second instance on 04/06/2022 when the complainant’s harvest was not as promised, and finally on 15/06/2022 when the opposite party refused to pay compensation for the same.
14. The following documents have been attached as Annexures for the perusal of the hon’ble commission:
15. Original bill/invoice dated 04/02/2022
16. Report of the horticultural officer (original)
17. Photographs of the harvest
18. Copies of the email correspondence with the opposite party
19. Original legal notice dated 16/06/2022

14) Jurisdiction:

As the total value of the consideration involved is less than Rupees 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 pay compensation to the tune of Rs 1,60,000 for the loss suffered by the complainant, and pay Rs 25,000 as compensation for the legal expenses incurred, and also 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, Bruno, 46 years of age, male, 32/208, 3rd street, Vimala Nagar, Cosmos-20, 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