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

**IN RE: COMPLAINT No. 08 of 2022**

# IN THE MATTER OF:

Sunshine Logistics Private Limited

Represented by its Manager

24/308, 3rd street, Rainbow Avenue, Cosmos-25

sunshinelogistics1888@gmail.com

9234567891… COMPLAINANT

## Vs.

ABC Parcel Services Private Limited

Represented by its Manager

23/798, 4th street, Simala Nagar, Cosmos-67

abcparcelservices@gmail.com

9456716832… OPPOSITE PARTY

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

# RESPECTFULLY SHOWETH:

1. The complainant, Sunshine Logistics Private Limited (PAN Card No. xxxxx xxxx), with its headquarters in the city of Cosmos, has been providing logistics services for the last 15 years, and has clients from all over the country.
2. The opposite party is a well-known and reputed player in the courier services market, and has branches across the city of Cosmos and in other parts of the country; since its inception in 2004, it has been catering to the needs of its diverse clientele from all over the country.
3. On 04/02/2022 (4th February, 2022), at around 2;30 pm one Renaissance Private Limited, located at No. 47, 8th street, Infinity-89, booked a consignment for delivery to my company (Sunshine Logistics Private Limited) located at 24/308, 3rd street, Rainbow Avenue, Cosmos-25.As per the receipt issued (Receipt Number: ASXXXXXXX and Tracking ID: XXXXXXXX), the complainant was supposed to receive the parcel on 10/02/2022, but received it only on 15/02/2022. Moreover, in contrast to the price that is usually charged for the category to which the complainant’s parcel belongs, the complainant was charged Rs 1000 as opposed Rs 800.
4. When the complainant enquired about the delay in delivery and also about the exorbitant price charged for the parcel, the opposite party did not give a satisfactory reply. First, with respect to the delay in delivery, the opposite party simply cited that on account of unforeseen circumstances, the parcel could not be delivered on time without explaining what exactly the unforeseen circumstances were. Secondly, in respect of the price, the complainant was told that it was the opposite party’s discretion when it comes to prices besides cursorily mentioning that factors such as size, weight and material of the consignment are considered while deciding the prices to be charged.
5. At this juncture, the complainant pointed out the discrepancy in the price charged on products very much similar in terms of size, product-make and weight. The opposite party; however, denied responsibility, and reiterated that prices could be revised as per circumstances, and that obligation, if any, pertaining to the time of delivery also was subject to exceptions.
6. The next day, on 16/02/2022 (16th February, 2022), the complainant registered its grievance in the customer feedback section that was available on the website of the opposite party, also contacted the 24 x 7 customer care cell of the opposite party to register her concerns regarding the deficiency in service and unfair trade practice adopted by the opposite party. While the customer support team did not give a response that was any different from the one given by the officials in the branch office, the complainant did not receive a reply to the complaint raised on the website.
7. The complainant was therefore constrained to send a legal notice on 20/02/2022 (20th February, 2022) whereby the opposite party was advised to comply with the request of the complainant to refund the excess amount of Rs 200, and also pay Rs 1000/- as compensation for the undue delay in delivering the parcel to avoid initiation of action under the Consumer Protection Act of 2019 on the ground of deficiency in the service rendered to the customer.
8. However, months went by, but the complainant never received any reply to the notice sent on 20/02/2022. 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.
9. 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 quality delivery services for the money paid, and also deficiency in service as described under section 2(11) of the Consumer Protection Act of 2019 thereby meriting remedy under the relevant provisions of the Act.
10. The complainant also humbly submits that though the complainant is a private limited company engaged in a business activity, the impugned transaction did not occur in the ordinary course of business of the complainant, and that it was a one-off purchase by the complainant from the consignor.
11. The following documents have been attached as Annexures for the perusal of the hon’ble commission:
12. Original bill/invoice dated 04/02/2022
13. Acknowledgement given at the time of receipt of the parcel
14. Receipt of the price paid in respect of the delivery of a similar product
15. Screenshot of the complaint raised on customer feedback webpage
16. Original legal notice dated 16/02/2022
17. The cause of action arose, in the first instance, on 04/02/2022 when the consignment was booked by the consignor, in the second instance on 15/02/2022 when the consignment reached late, and finally on 16/02/2022 when the opposite party refused to return the excess amount charged, and pay compensation for the delay in delivery.
18. Jurisdiction:

As the total value of the consideration is less than Rs 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 return the excess money of Rs 200 charged for delivering the parcel, and also pay Rs 1,000 as compensation for the delay in delivery of the parcel, 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, Manager of Sunshine Logistics Private Limited located at 24/308, 3rd street, Rainbow Avenue, Cosmos-25 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