# 

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

**IN RE: COMPLAINT No. 09 of 2022**

# IN THE MATTER OF:

Bruno

46 years of age, male

20/918, III street, Vimala Nagar, Cosmos – 100

Gayathri1888@gmail.com

9234567891……… COMPLAINANT

## Vs.

ABC Home Appliances Private Limited

Represented by its Manager

32/429, 6th street, Simala Nagar, Cosmos-65

abchomeappliances@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 20/918, III street, Vimala Nagar, Cosmos – 100, is a graphic designer by profession, and has been working in H2O Designs Private Limited for the last seven years.
2. The opposite party is a well-known and reputed dealer in the home appliances sector, and has branches across the city of Cosmos and in other parts of the country; since its inception in 2004, it has been offering a wide range of appliances such as refrigerators, TVs, air conditioners, washing machine and microwave oven.
3. On 05/03/2022 (5th February, 2022), at around 2:30 pm, the complainant visited the Simala Nagar branch of the opposite party, located in the city of the Cosmos, to purchase a microwave oven for personal use. Ovens of different brands were on display, and the complainant decided to purchase an oven made by ABC Electronics Private Limited and sold under the brand name Cenza. The price quoted was Rs 30,000/- and the complainant made a down payment of the same by way of NEFT (Transaction ID: 12456783) on 05/03/2022. The complainant then received an e-receipt on 06/02/2022 by way of email which also stated that the product would be delivered within five working days from the date of purchase.
4. However, even after five days, the product purchased was not delivered. When the complainant called the opposite party on 12/03/2022 to find out about the status of the delivery, the latter only said that the matter would be looked into and resolved at the earliest without mentioning the date by which the complainant can expect the product to be delivered. So, the complainant decided to wait patiently for a few more days, but even after 10 days from the date of purchase, the product didn’t reach the hands of the customer.
5. Subsequently, on 14/03/2022, the complainant contacted the customer care cell of the company to register a complaint, and also availed the chatbot facility that was available on the website for guidance regarding grievances. Additionally, the complainant raised a grievance in the customer feedback section of the website. Even after the earnest attempts made by the customer through various channels to reach out to the company, the opposite party was prompt neither in its reply nor in taking the suitable remedial action.
6. Thereafter, on 24/03/2022, the complainant received a call from the customer support team, this time only to inform him that the matter would be closed. When the complainant pointed out that he had still not received the product, they simply stated that they would escalate the issue to the relevant persons for looking into the issue.
7. Thereafter, when the complainant checked the website on 25/03/2022, the status of the complaint changed from ‘pending’ to ‘closed’, much to the disappointment of the complainant. The following day, on 26/03/2022, the complainant visited the showroom to request the opposite party to refund the money paid. The opposite party only kept giving excuses, and said that it would deliver the product within a few days. The product was never delivered.
8. The complainant was therefore constrained to send a legal notice on 27/03/2022 (March 27, 2022) whereby the opposite party was advised to comply with the request of the complainant to refund the money paid towards the purchase of the product i.e 35,000/- within 10 days from the date of receipt of the notice, and Rs 10,000 as compensation for the mental distress caused to the complainant to avoid initiation of action under the Consumer Protection Act of 2019 on the ground of deficiency in the service rendered to the customer.
9. However, months went by, but the complainant never received any reply to the notice sent on 29/03/2022. 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 receive the product for which the consideration was duly 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.
11. The cause of action arose in the first instance on 05/03/2022 when the complainant purchased the product from the opposite party, in the second instance on 10/03/2022 when the opposite party did not deliver the product as promised, and in the third instance on 25/03/2022 when the status of the complaint was changed to ‘closed’ from ‘pending’, and finally on 29/03/2022 when request for refund was rejected by the opposite party

1. The following documents have been attached as Annexures for the perusal of the hon’ble commission:
2. Original bill/invoice dated 05/03/2022
3. Print out of the customer grievance webpage depicting the change in complaint status
4. Original legal notice dated 29/03/2022
5. Jurisdiction:

As the value of the consideration involved 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 refund the money paid towards the purchase of the oven and pay Rs 10,000 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, Bruno, 46 years of age, male, 20/918, III street, Vimala Nagar, Cosmos – 100, 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