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

**IN RE: COMPLAINT No. 11 of 2022**

# IN THE MATTER OF:

Bruno

46 years of age, female

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

bruno1888@gmail.com

9234567891.. .COMPLAINANT

## Vs.

Waves

Represented by its Manager

2nd Cross Street, Simala Nagar, Cosmos-60

waves@gmail.com

9456716862… OPPOSITE PARTY(1)

Surrealz

Represented by its Manager

2nd Cross Street, Vimala Nagar, Cosmos-25

surrealz@gmail.com

9456716832… .OPPOSITE PARTY(2)

**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 (1) is a well-known and reputed dealer of Surrealz, a leading automobile manufacturing company, and has branches across the city of Cosmos and in other parts of the country; since its inception in 2004, it has served over 1,00,000 customers.
3. On 04/02/2022 (4th February, 2022), at around 6:30 pm, the complainant visited the Jeevan Nagar branch of the opposite party no. 1, located in the city of the Cosmos to purchase a two-wheeler. The complainant then placed an order for a scooter of the following description:

Type: e-scooter

Colour: black

Brand: Exotic

Model: A3478621

1. On 05/02/2022, the complainant paid the cost of the vehicle which was priced at Rs 75,000/- by way of NEFT (Transaction ID: 345671948) and obtained an e-receipt for the same by email. A few hours after making the payment, the complainant received another email which stated that changes in the RC book and insurance policy would be carried out within a few days, and that I would receive an intimation of the same once the formalities are completed. However, much to the disappointment and dismay of the complainant, even after six months, the complainant did not receive a message from the opposite party regarding the changes that had to be made.
2. More importantly, owing to the unreasonable and inordinate delay in getting the vehicle registered, and effecting changes in the insurance policy, the complainant has been incurring travel expenses that could have been avoided had the opposite party no. 1 fulfilled its obligation on time. Moreover, the complainant has not been able to carry out his everyday tasks with ease and convenience as he has been able to use his vehicle. Thus, the complainant has suffered both monetary and non-monetary costs due to the negligent conduct of the opposite party.
3. On 06/03/2022, the complainant raised a formal grievance using the website’s customer grievance redressal option. Furthermore, he also sent an email on 06/03/2022 regarding the same, and on 10/03/2022, the complainant went in person to find out about the status of his request. The opposite party no. 1 did not offer a satisfactory explanation for the delay in completing the formalities. The complainant was told that the work be done within a few weeks’ time, but till date, the complainant has not received a notification from the opposite party no.1 regarding completion of the procedural requirements.
4. In the meantime, the complainant also contacted the Regional Transport Office, Cosmos and the insurance company concerned to check if they received an application from the opposite party no.1 with respect to the vehicle. The complainant received a reply on 12/03/2022 stating that they had not received an application from the opposite party no. 1
5. The complainant forwarded the email received from the RTO and the insurance company to the opposite party no.1 seeking an explanation. However, the opposite party no.1 has not replied to email till date. Also, the complainant has sent multiple reminder emails, and made a number of calls to the opposite party no.1 requesting them to expedite the registration process, and also pay compensation to tune of Rs 50,000 for the undue delay, but the efforts have gone in vain, as every time, the complainant brought up the issue, the opposite party only gave oral assurances, but never delivered on its promise.
6. The complainant was therefore constrained to send a legal notice on 25/03/2022 (25th March, 2022) whereby the opposite party no.1 was advised to comply with the request of the complainant to complete the procedural requirements on or before 15/04/2022, and also pay compensation to the tune of Rs 20,000 for the undue delay and 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.
7. However, months went by, but the complainant never received any reply to the notice sent on 25/03/2022. Distressed by the indifferent attitude of the opposite party no. 1 towards the suffering of the complainant, the latter has now approached this hon’ble commission for relief.
8. 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 the promised services upon payment of the consideration, 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.
9. The cause of action arose in the first instance on 05/02/2022 when the complainant purchased a vehicle from the opposite party, in the second instance, when even after many months, the opposite party did not complete the necessary ancillary formalities, in the third instance when the opposite party did not reply to any of the emails sent regarding the grievance.
10. The following documents have been attached as Annexures for the perusal of the hon’ble commission:
11. Original bill/invoice dated 05/02/2022
12. Copy of the emails sent to the opposite party
13. Photograph of the vehicle
14. Original legal notice dated 10/02/2022
15. Jurisdiction:

As the value of the consideration 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 fulfill the obligations undertaken, and also pay a compensation of Rs 20,000 for the unreasonable and undue delay in carrying out the procedural formalities
2. Pay Rs 10,000 for the legal expenses incurred, and the mental distress caused to the opposite party
3. 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, female, 20/918, III street, Vimala Nagar, Cosmos – 10, 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