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

**IN RE: COMPLAINT No. 12 of 2022**

# IN THE MATTER OF:

1. Bruno

46 years of age, male

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

bruno1888@gmail.com

9234567891.. COMPLAINANT

## Vs.

1. Waves Home Appliances

Represented by its Manager

12/301, 3rd street, Simala Nagar, Cosmos – 30

waves@gmail.com

945671683… OPPOSITE PARTY (1)

1. Comet Manufacturers

14/305, 8th street, Vimala Nagar, Cosmos-60

comet@gmail.com

9657321567… 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 is a well-known and reputed dealer in the home appliances sector, and has been offering a wide range of consumer durables since its inception in the year 2004. It has branches across the city of Cosmos and in other parts of the country.
3. On 12/02/2022 (12th February, 2022), at around 2:30 pm, the complainant placed an order for a 55’ TV on XYZ e-commerce website, and paid Rs 60,000/- by way of NEFT (Transaction ID 67346281). The scheduled delivery date was 14/02/2022, and there was a 14-day return policy. Firstly, the product was delivered late; the complainant received the product only on 16/02/2022, and the installation took place on 18/02/2022.
4. On 20/2/2022, the TV, all of a sudden, first, went into stand-by mode, and later got switched off automatically while in use, and after that the complainant could not boot up the device at all. Immediately, the complainant notified the opposite party of the issue.
5. On 21/02/2022, the complainant contacted the customer support team, and when they asked as to whether he wanted a replacement, or wanted the defect to be rectified, he said that he was okay with anything. In turn, they told the complainant that they would get in touch with the product seller, and that a technician would be sent in a few days’ time.
6. However, much to the disappointment of the complainant, no one turned up. On 25/02/2022, I sent another email to the e-commerce company for replacement of the defective TV, to which I received a reply stating that a technician would be sent in a few days’ time to look into the issue. On 27/02/2022, a technician from the product seller’s company arrived. He checked the product and stated that the product would have to be replaced due to inherent manufacturing defects.
7. Later, he told the complainant to contact the product seller directly for a replacement. On 27/02/2022, the complainant got in touch with the product seller who assured him that a new TV would be installed in place of the defective one within one week but many weeks went by and the complainant never received a replacement.
8. On 03/03/2022, the complainant again contacted the seller via email to find out if the latter really intended to replace the product, and by when he can expect the product to be replaced as it had already been close to a month since the TV stopped functioning. The complainant also C so the callousness on part of the opposite party in getting the product replaced has caused immense mental distress to the complainant. However, the complainant never received a reply from the opposite party despite the multiple attempts made by the complainant to get the issue resolved as soon as possible.
9. The complainant was therefore constrained to send a legal notice on 10/03/2022 (10th March, 2022) whereby the opposite party was advised to comply with the request of the complainant to replace the defective TV and pay a sum of Rs 20,000/- as compensation for the mental distress caused to the complainant so as to avoid initiation of action under the Consumer Protection Act of 2019 on the ground of sale of defective product to the customer.
10. However, months went by, but the complainant never received any reply to the notice sent on 10/03/2022. 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.
11. 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 a good quality product for the consideration paid, and also amounts to sale of defective good as described under section 2(10) of the Consumer Protection Act of 2019 thereby meriting remedy under the relevant provisions of the Act.
12. The cause of action arose in the first instance on 12/02/2022 when the complainant purchased the TV, in the second instance, on 20/02/2022 when the TV stopped functioning, in the third instance on 03/03/2022 when the complainant’s repeated requests for replacement went unaddressed.
13. The following documents have been attached as Annexures for the perusal of the hon’ble commission:
14. Original bill/invoice dated 04/02/2022
15. Warranty Card (Original)
16. Photograph of the product
17. Copy of the emails sent to the opposite party regarding grievance redressal
18. Original legal notice dated 10/03/2022
19. Jurisdiction:

As the consideration paid for the product 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, Cosmos.

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 defective product;
2. Pay Rs 20,000/- as compensation for the mental distress caused to the complainant;
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, 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