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

**IN RE: COMPLAINT No. 13 of 2022**

# IN THE MATTER OF:

Bruno

46 years of age, male

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

bruno1888@gmail.com

9234567891………………………………………… .COMPLAINANT

## Vs.

ABC Travels Private Limited

Represented by its Manager

2nd Cross Street, Simala Nagar, Cosmos-60

ABCtravels@gmail.com

9456716832……………………………………………...…… .OPPOSITE PARTY

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

# RESPECTFULLY SHOWETH:

1. The complainant, K. 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 player in the transport sector, and has been ferrying passengers to parts of the country; since its inception in 2004, it has expanded its network, and with a fleet of 50 buses, it covers close to 50 locations in the country.
3. On 29/01/2022 (January 29, 2022), the complainant booked a bus ticket from Cosmos to Infinity, and the scheduled travel date was 03/02/2022, and time was 10:30 am. Also, the complainant was allotted a seat in the second row. Accordingly, the complainant arrived at the boarding point on 03/02/2022 well ahead of time. When the bus arrived, the complainant boarded the bus and immediately realized that there was a sharp object fixed to the seat allotted to him in the second row. The complainant beckoned the conductor and enquired about the object. The conductor assured the complainant that the object was harmless but added that it could not be removed.
4. The complainant was not convinced with the reply given to him, but left with no other alternative as he was traveling to Infinity to attend to some urgent personal work, the complainant decided against asking any further questions in this regard. Having said that, the complainant did request for a change of seat given his apprehensions, but the conductor plainly stated that the request could not be accommodated as all the seats were booked.
5. More importantly, the complainant experienced discomfort throughout the journey but could not do anything about it. When his destination arrived, the complainant got up to retrieve his luggage from the cabin above his seat, and that was when, much to his shock and dismay, the sharp object tore his brand-new pant which he purchased only a few weeks ago.
6. Thereafter, the complainant called the conductor and asked him for the procedure to raise a grievance. The conductor asked him to visit the website and register a grievance. As instructed, the complainant raised the issue with the company by registering a grievance on 04/02/2022; after a few minutes, the complainant received an automatic reply which stated that the matter would be attended to shortly. However, even after 10 days from the date of filing the complaint, the complainant did not receive a proper reply; his request for compensation was not taken into consideration at all.
7. On 15/02/2022, the complainant contacted the opposite party using the 24x7 toll free number. The person on the other side denied responsibility, and stated the complainant should have exercised care and caution. Further, the person also stated that the opposite party could not be held liable for the carelessness of the complainant.
8. Aggrieved by the response, the complaint sent an email on 16/02/2022 narrating in detail the incident including the absence of negligence on his part, and that as a responsible passenger, he was on his best behavior throughout the journey. Nonetheless, unfortunately, the complainant did not receive a reply from the opposite party.
9. The complainant was therefore constrained to send a legal notice on 10/03/2022 (March 10, 2022) whereby the opposite party was advised to comply with the request of the complainant for payment of the cost price of the pant which was Rs 5000 and Rs 4000/- as compensation for mental distress caused and the legal expenses incurred by 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.
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 quality services for the consideration 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.
12. The cause of action arose in the first instance on 29/01/2022 when the complainant purchased the bus ticket, in the second instance on 03/02/2022 when the sharp object tore the consumer’s pant, in the third instance on 16/02/2022 when the email sent to the opposite party went unanswered.

1. The following documents have been attached as Annexures for the perusal of the hon’ble commission:
2. Booking receipt dated 04/02/2022
3. Bus ticket (original)
4. Copy of the emails sent to the opposite party
5. Original legal notice dated 20/02/2022
6. Jurisdiction:

As the consideration paid for the service availed 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 pay the purchase cost of Rs 5000, and Rs 5000 as compensation for the mental distress caused to the complainant, and the legal expenses incurred by him
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