# 

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

**IN RE: COMPLAINT No. 14 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

Represented by its Manager

34/978, 3rd street, Vimala Nagar, Cosmos- 45

waves@gmail.com

9456716862…. OPPOSITE PARTY(1)

1. Streamz

Represented by its Manager

12/318, 4th street, Vimala Nagar, Cosmos-25

streamz@gmail.com

9653457618… 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 no.1 is a well-known and reputed dealer in the home appliances sector, and has been selling a wide range of consumer durables for the last 20 years. Further, the opposite party has multiple branches across the city of Cosmos and in other parts of the country, and has so far served over 1 lakh customers.
3. On 03/02/2022 (3th February, 2022), at around 2:30, the complainant visited the showroom of the opposite party no.1 situated in Jeevan Nagar, Cosmos to purchase a water purifier. He purchased a water purifier for Rs 8000/- and the product details are as follows:

Brand: Stormz

Model Number: AX78945632

Capacity: 5L

Warranty period: 1 year

1. The product was installed on 05/02/2022, but on 06/02/2022, within a few days from the date of purchase, the water purifier stopped working, no amount of trouble shooting done by the complainant was helpful. The complainant later contacted the opposite party and sought an explanation with respect to the supply of a defective product. The opposite party no.1 stated that the matter would be looked into and resolved as soon as possible.
2. When there was no response from the opposite party even after 5-6 days, the complainant called the opposite party no.1 to enquire about the status of his complaint. This time, the opposite party promised to send a technician within 2 days. Finally, on 15/02/2022, the technician visited the residence of the complainant to inspect the product. Upon examination, the complainant was informed that there was a manufacturing defect that could not be fixed, and that the complainant would have to apply for a replacement.
3. Accordingly, the complainant sent an email to the opposite party on 16/02/2022 seeking a replacement for the defective water purifier. In the email, the complainant also elaborately explained as to what exactly happened including the advice given by the technician to get the product replaced. When the complainant did not receive a reply from the opposite party no.1 , he sent a reminder email on 20/02/2022 to find out if the product would be replaced anytime soon given the vitality of the product for the complainant. The complainant specifically asked the opposite party to state the date by which he can expect the product to be replaced.
4. Nevertheless, even after sending multiple emails, the opposite party no.1 refused to reply. It is pertinent to note that the impugned product is of utmost importance to the complainant as he relies on purified water for personal consumption; as result, the negligent behavior of the opposite party no.1 has caused immense mental distress to the complainant.
5. The next day, on 21/02/2022, the complainant registered her grievance in the customer feedback section hoping that the opposite party would reply at least the grievance raised on the website of the opposite party. At this point, the complainant also requested the opposite party to refund the money paid if the latter was not in a position to replace the product.
6. After about three days, on 24/02/2022 (24th February, 2022), the complainant received a call from the customer care team of the opposite party no.1 , but the opposite party only provided false promises as the product was not replaced within the 5 days mentioned by the latter.
7. The complainant was therefore constrained to send a legal notice on 01/03/2022 (1st March, 2022) whereby the opposite party was advised to comply with the request of the complainant to replace the product or refund the money paid towards the purchase of the product, and pay Rs 5000/- as compensation for the 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 sale of defective product to the customer.
8. However, months went by, but the complainant never received any reply to the notice sent on 01/03/2022. 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.
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 receive a good quality product for the money paid, and also sale of defective product as described under section 2(10) of the Consumer Protection Act of 2019 thereby meriting remedy under the relevant provisions of the Act.
10. The cause of action in the first instance arose on 03/02/2022 when the complainant purchased the product, in the second instance on 06/02/2022 when the product stopped functioning, and in the third instance on 20/02/2022 when the opposite party did not comply with the request of the complainant for a replacement.
11. The following documents have been attached as Annexures for the perusal of the hon’ble commission:
12. Original bill/invoice dated 03/02/2022
13. Copy of the emails sent to the opposite party
14. Photograph of the product
15. Original legal notice dated 01/03/2022
16. Jurisdiction:

As the consideration paid for the product purchased 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 or refund the purchase money, and pay Rs 10,000 as compensation for the mental distress caused to the opposite party, and the expenses incurred.
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