BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, NORTH GOA, AT PROVORIM

Consumer Complaint No. \_\_\_\_\_\_of 20

BETWEEN:

Mrs. Mary J.F Victoria Gomes,

Occupation: School Teacher

W/o Richard Fernandes,

Age 47 years, Residing at H. No. 90,

Near St. Braz Church

Gandaulim Cumbarjua,

North Goa. ....COMPLAINANT

V/s

M/s Pereira Electronics and Electricals,

Represented by its Proprietor/Partner,

Trinity Apartment,

Opp Malik Petrol Pump,

Molar, Corlim, Goa – 403110

Haier Appliance India Pvt. Ltd. Building No. 1

Okhla Industrial Estate Phase II,

New Delhi 110020. .... OPPOSITE PARTIES

**COMPLAINT UNDER SECTION 35 OF THE CONSUMER PROTECTION ACT, 2019**

1. The address of the Complainant for the purpose of service of summons, notice etc is as shown in the cause title above and that of his counsel
2. The address of the Opponents for the very purpose is the same as shown in the cause title above.
3. Herein the above-named Complainant most respectfully submits as under,
4. The Complainant respectfully submits that she purchased a LED LCD TV Haier Model LE32K6600GAw vide Bill no. 106 dated 20.10.2021 for Rs. 20,000/- after exchanging her old television for Rs. 2,000/- from the Opposite Party no. 1. The television was working properly at the time of purchase after due inspection.
5. However, within the warranty period on 29.03.2022, the television developed issues with its display. The Complainant promptly contacted the dealer's technician and sent photographs as requested on 30.03.2022. However, the technician arbitrarily dismissed the issue as physical damage without proof and denied service under warranty.
6. The Complainant tried to resolve the issue by sending a legal notice dated 14.04.2022 but the Opposite Parties failed to address it satisfactorily. She affirms she causes no physical damage and it is certainly a manufacturing defect. The arbitrary denial of service amounts to gross deficiency in service and unfair trade practice.
7. The Complainant has suffered immense harassment, agony and pecuniary loss due to the callous attitude and false claims of the Opposite Parties. Her repeated requests and notice have been ignored forcing her to approach this Commission.
8. That the Opposite Parties are jointly and severally liable for the manufacturing defect, unfair trade practice, denial of service under warranty and deficiency in service which has resulted in financial loss, harassment and mental agony.

IV] **Cause of Action**;

1. The Cause of action of this arose on 30/03/2022 when the Complainant contacted the dealer's technician and sent photographs, requesting repair. However, the technician arbitrarily dismissed the issue as physical damage without proof and denied service under warranty and it continued till 14/04/2022 when the Complainant issued a legal notice however, the Opposite party failed to resolve the dispute.

V] **Limitation Period**

That the present complaint is being filed within a period of two years from the date of cause of action, as prescribed under section 69 of the Act, 2019

VI]   **Jurisdiction:**

1. The complainant resides within the jurisdiction of this Hon'ble Court, so also the opponent’s showroom is situated within the jurisdiction of this Hon'ble Court. Hence this Hon'ble Court has got jurisdiction to try and entertain this complaint. The consideration amount is less than Rs. 50,00,000/-

VI]  **Court Fees:**

1. 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.

**VII . Prayer**

It is therefore most humbly prayed that setting all the contentions of the Opponents if any an order may kindly be passed against the Opponents in the following terms,

* 1. Direct the Opposite Parties to jointly and severally pay a sum of Rs. 22,000/- towards refund of equipment cost along with interest at 18% p.a. from the date of purchase till realization.
  2. Direct the Opposite Parties to jointly and severally pay Rs. 50,000/- as compensation for financial loss, harassment, mental agony, and deficiency in service along with interest at 12% p.a. from the date of complaint till realization.
  3. Direct the Opposite Parties to jointly and severally pay Rs. 10,000/- as litigation costs to the Complainant.
  4. Pass any other order as deemed fit in the interest of justice, equity, and good conscience.

PROVORIM

Date Advocate for Complainant

**Verification**

Herein I, Mary J.F Victoria Gomes, do hereby state on the solemn affirmation that the contents of the above paragraphs are read over and explained to me in my vernacular, and the same is found to be true and correct to the best of my knowledge, belief, and information.

**PORVORIM**

**Date Complainant**