**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION NO.0I VISAKHAPATNAM: AP**

**CONSUMER COMPLAINT NO. /2021**

**IN THE MATTER OF:**

1. Mrs. Ch. Shilpa

D/o Rushyendra Rao, aged 40 years,

D. No. 39-8-77/10, Balaji Plaza,

Muralinagar, Visakhapatnam

… **COMPLAINANT**

**AND**

1. VLCC Health Care Limited, Branch Office

rep. by its Branch Manager,

D. No. 10-1-9/1, Vinayaghar Heights,

first Floor, CBM Compound, Siripuram,

Visakhapatnam

1. VLCC Health Care Limited, Head Office

rep. by its Authorized Signatory,

M-14, Commercial Complex, M Block Market,

Greater Kailash Part-II,

New Delhi- 110048

… **OPPOSITE PARTIES**

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

**RESPECTFULLY SHOWETH:**

1. The address of the Complainant for the purpose of service of summons, notice etc is as shown in the cause title above.
2. The address of the Opponents for the very purpose is the same as shown in the cause title above.
3. The complainant approached the opposite parties for cosmetic treatment. Dr. Rinku Aher after examining the complainant on 11/12/2020, explained that the complainant will be treated with 1 ml of Voluma and stem cell (20 units) therapy to which the complainant agreed. The complainant was informed that Rs.36,398 will be charged for the said treatment.
4. The complainant has initially deposited an amount of Rs. 9,558 on 12/01/2021, in advance thinking that the treatment will be good.
5. The complainant got her treatment done on 13/01/2021, and has expressed slight discomfort faced post the treatment process. Dr. Rinku Aher suggested that is common and she needs to rest and was discharged immediately.
6. The opposite parties sent a bill to the complainant via email on 15/01/2021, the procedure specified in the bill is Voluma- 1 ml and 10 units (2 quantity) of Botox instead of stem cell therapy as advised by Dr. Rinku Aher.
7. The opposite parties having agreed to provide Stem cell therapy to the complainant instead used Botex without her consent thereby she developed adverse effects like severe headache as well as other health issues from the date of treatment.
8. The complainant, when she questioned the manager on 17/01/2021, Dr. Neelima Balla as to why she was treated with Botox instead of Stem Cell therapy as prescribed by Dr. Rinku Aher, no explanation was given by her.
9. The complainant further asked the manager on 20/01/2021, Dr. Neelima Balla and the staff sent her the details of the treatment process and brand name used by them. Upon which Dr. Neelima Balla replied via email on 30/01/2021, stating that the complainant was given a “Micro Gold Botox” which contains stem cells.
10. The complainant contends that she was promised a stem cell treatment but has given harmful (botulinum toxin) Botex which is against her consent thereby deceiving the complainant under false promise.
11. The complainant therefore issued a legal notice dated 09/04/2021 demanding the opposite parties to pay compensation. The opposite parties having received the notice instead of complying with the terms of notice have issued a reply notice with false and frivolous allegations.
12. The acts of the opposite parties in not providing suitable treatment to the complainant amounted to deceiving the complainant under false promise and deficiency in service, hence approached this commission seeking redress.
13. **CAUSE OF ACTION**: The cause of action in the present case arose on the day when the complainant realized she was given a wrong treatment, i.e on 15/01/2021. Subsequently it arose on the day the complainant sent a legal notice to the opposite party on 09/04/2021.
14. **JURISDICTION**: The amount of loss incurred for the wrong treatment provided by the opposite party is less than Rs. 50 lakhs and the complainant resides within the territorial limits of this Hon’ble Commission. Hence this Hon’ble Commission has jurisdiction to try and entertain this complaint.
15. **LIMITATION**: That the present complaint is being filed within the period of limitation as prescribed under section 69 of the Act, 2019.
16. **COURT FEE**: As per Rule 7 of Consumer Protection (Consumer Dispute Redressal Commission) Rules 2020, the requisite court fee has been paid.

**EVIDENCE:**

A1- Invoice/Payment receipt issued by the opposite parties.

A2- Whatsapp conversation between the complainant and the opposite parties

A3- Registered Legal Notice

A4- Acknowledgement

A5- Reply Legal Notice

A6- Photographs

A7- Aadhar Card of complainant

A8- Details of Treatment process

**PRAYER**:

The complainant therefore prays to direct the opposite party :-

i) To pay Rs.9,558/- together with interest @ 24% p.a. from 25/03/2021 till date.

ii) To pay Rs.5,00,000/- towards compensation and damages

iii) Such other relief or reliefs which the Honourable Forum deemed fit, just and proper in the circumstances of the case.

**PLACE**: Signature

**DATED**:

**VERIFICATION**:

I, Mrs. Ch. Shilpa D/o Rushyendra Rao, aged 40 years is a resident of D. No. 39-8-77/10, Balaji Plaza, Muralinagar, Visakhapatnam, hereby declare that I have not misrepresented any facts nor have tried to hide any information in my above complaint. All the facts mentioned herein are true to the best of my knowledge.

Name & signature of the complainant