BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION NORTH GOA, PORVORIM

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

Mr. Elinio Bosco de Noronha

S/o De Noronha

Aged 40 years,

Residing at Sapna Centre, 4th Floor,

Occupation: IT employee

Dada Vaidya road,

Panaji, Goa – 403001 ...Complainant

V/s

IFB Industries Ltd (Opposite Party No.1)

Having its office at: Plot No. 16,

Dempo Towers Patto Plaza,

Panaji, Goa – 403001 ...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. That the Complainant purchased a modular kitchen set from the Opposite Party No.4 dealership/showroom in Panaji in January 2019 for a total consideration of Rs. 1,68,715/- (Rupees One Lakh Sixty-Eight Thousand Seven Hundred Fifteen Only) through cheque no. 102039 drawn on HCFC bank. The said kitchen was installed in March 2019 and had a 5-year warranty from the date of installation.
5. The representative of Opposite Party ensured the Comapliannt at the time of purchase that the material used for said modular kithcent was of pure stainless steel and it will never get rusted.
6. That in January 2022, much before the expiry of the warranty period, the Complainant noticed defects in the form of rusting of handles and chimney panels of the modular kitchen. He immediately brought this to the notice of Opposite Party.
7. That after discussing the said issue with one Ms. Deepti Gunaji who is the Architect/ Designer for Opposite Party , she ensured that a technician would be made available to inspect the complainant's kitchen.
8. The complainant states that upon inspection of the handle and chimney panel by the said technician, he tried to use the dishwashing bar and scrubber to take off the rust of the chimney panel and returned with polish but he was unable to remove the rust of chimney panel. Subsequently the technician confirmed that the said handles and chimney panel were of very poor quality and informed the complainant that the issue was beyond the repair and left the complainants place of residence.
9. The Complainant made repeated phone calls and emails to the Opposite party requeising the replace the kitchen sets, and the Opposite party assrured that they would take appropriate action.
10. The complainant states that he made various emails to Ms. Deepti Gunaji but till now the issue has not been resolved nor the replacement of chimney panels are done. The complainant states that this act of the Opposite parties is totally bad and there is deficiency in service on their part. And further states that all the opposite parties are directly/ jointly and severely liable to replace the handles and chimney panel.
11. That despite follow-ups by the Complainant, the Opposite Parties failed to resolve the issue with the defective chimney panel thereby causing great mental harassment and agony to the Complainant.
12. That despite the express order of this Commission, the Opposite Parties have failed and neglected to replace the defective chimney panel thereby causing further harassment, mental agony, and loss to the Complainant.
13. That the aforesaid acts and omissions of the Opposite Parties amount to gross deficiency in service, unfair trade practice, and wilful disobedience of the orders of this Commission.
14. **List of Evidence**
15. Aadhar Card of the Complaint
16. Invoice raised by the Oppsoite Party of Rs. 1,68,715 (Rupees One Lakh Sixty-Eight Thousand Seven Hundred Fifteen Only) towards the Modular kitchen set
17. Copy of Cheque no. 102039 drawn on HCFC bank of Rs. 1,68,715/- (Rupees One Lakh Sixty-Eight Thousand Seven Hundred Fifteen Only) paid by the Complainant to the Oppsoite party
18. Mails and communication done to the Oppoiste party requesting to replace the defective modular kitchen sets.
19. **Cause of Action**;
20. The Cause of Action to file this complaint first arose in January 2022 when the modular kitchen stopped working and the same was informed to the opposite party. The cause of action arose within the limitation period as prescribed under the Law.
21. **Jurisdiction:**
22. The complainant resides within the jurisdiction of this Hon'ble Court. Hence this Hon'ble Court has got jurisdiction to try and entertain this complaint.

VI]   **Court Fees:**

1. Requisite Court fee as contemplated is paid on this Complaint.

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 immediately replace the defective chimney panel of the Complainant's modular kitchen;
2. Award compensation of Rs. 50,000/- for the mental harassment and agony suffered by the Complainant;
3. Award litigation costs of Rs. 50,000/-
4. Pass any other order that the Hon'ble Forum may deem fit in the interest of justice.

Permission to amend the complaint as and when required may kindly be granted.

**PORVORIM COMPLAINANT**

**/03/20**

**Verification**

Herein I, Elinio Bosco de Noronha, 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 are found to be true and correct to the best of my knowledge, belief and information.

**PORVORIM**

**/03/20 Complainant**