K. Vinothini

54/206, 3rd street, Simala Nagar, Cosmos- 30 **16/02/2022**

To

Pavilion Insurance Private Limited

Represented by its Manager

12/100, 2nd street, Simala Nagar, Cosmos-89

**LEGAL NOTICE**

I am K. Vinothini (PAN Card No. xxxxx xxxxx), aged 35, residing at 54/206, 3rd street, Simala Nagar, Cosmos- 30. I hereby serve upon you the above addressee with the following notice:

1. My name is K. Vinothini (PAN Card No. xxxxx xxxxx), aged 35, residing at 54/206, 3rd street, Simala Nagar, Cosmos- 30, I am a doctor by profession, and have been working in Wellness Hospital Private Limited for the last seven years.
2. That you, the aforesaid addressee, are a well-known and reputed company in the furniture sector with its registered office in the city of Cosmos, and have branches across the city and in other parts of the country; since inception in 2004, you have been serving diverse clientele with a wide variety of products.
3. That on 04/02/2022 (4th February, 2022), at around 6:30 pm, I visited the Jeevan Nagar showroom of yours located in the city of the Cosmos. She requested a three-seater sofa, and was shown a number of them, of different colors and types. She chose a black three-seater sofa (Model Number: AX672341). She paid the cost price of Rs 1,50,000/- by way of NEFT (Transaction ID: xxxxxxxxxxxxx), and received an e-receipt for the same on 05/02/2022. Notably, at the time of purchase, she asked a number of questions regarding the product features, and was assured that the product was of superior quality. The warranty period for the product was one year.
4. That within a few days from the date of purchase, the upholstery of the sofa started peeling off on its own despite minimal usage since the time the product was purchased. Immediately, she notified the branch officials of the issue with the product. On 10/02/2022, I called them to inform the latter regarding the sale of a sofa of inferior quality, and also clearly described the specific issue with the product. She was informed that a company representative would visit her house, check the product, and do the needful, but no one from the company turned up to check the product.
5. That on realizing the vitality of a formal complaint, I registered her complaint on the company’s website on 13/02/2022. Meanwhile, after taking photos of the item, she visited the showroom on 14/02/2022 in person to find out if the issue could be fixed. Alternatively, she wanted the product to be replaced. The officials; however, did not pay heed to her request.
6. That on 15/02/2022, I also tried to contact the branch officials using the toll-free number given on the website to voice her concerns regarding the supply of defective product, but the efforts went in vain as the customer care cell did not respond positively to the request made. The officials alleged that there was no issue with the product at the time of sale, and that it was my fault; the problem with the product was attributed to the negligence of the customer in not handling the product with care and caution.
7. That when I brought up the matter of warranty period for the product, the officials informed me that issues that arise due to the negligent conduct of the customer are not covered, and hence refused to replace the furniture or fix the issue.
8. That the present incident is a clear case of violation of my rights as a consumer to receive a good quality product for the money paid, and also amounts to 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.

I, therefore, request you to refund the defective product, or refund the purchase cost of the product, and also pay Rs 25,000 as compensation within 15 days from the date of receipt of this notice failing which I shall be constrained to initiate proceedings under The Consumer Protection Act, 2019 for redressal of my aforesaid grievances and recovery of the aforesaid amount exclusively at your own risk, cost, responsibility and consequences.

K. Vinothini

(Sd./)

Place …………………

| Dated…………………. | (Signature of the Consumer) |
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