**LEGAL NOTICE**

To

ABC Parcel Services Private Limited

Represented by its Manager

23/798, 4th street, Simala Nagar, Cosmos-67

Subject: Legal Notice for issue in delivery

Dear Sir/Madam,

This legal notice is issued by Sunshine Logistics Private Limited, represented by its Manager, situated at 24/308, 3rd street, Rainbow Avenue, Cosmos-25:

1. Sunshine Logistics Private Limited (PAN Card No. xxxxx xxxx), with its headquarters in the city of Cosmos, has been providing logistics services for the last 15 years, and has customers from all over the country.
2. On 04/02/2022 (4th February, 2022), at around 2;30 pm, one Renaissance Private Limited booked a consignment for delivery to my company (Sunshine Logistics Private Limited) located at 24/308, 3rd street, Rainbow Avenue, Cosmos-25. As per the receipt issued (Receipt Number: ASXXXXXXX and Tracking ID: XXXXXXXX), I was supposed to receive the parcel on 10/02/2022, but received it only on 15/02/2022. Moreover, in contrast to the price that is usually charged for the category to which my parcel belongs, I was charged Rs 1000 as opposed Rs 800.
3. When I enquired about the delay in delivery and also about the exorbitant price charged for the parcel, you did not give a satisfactory reply. First, with respect to the delay in delivery, you simply cited that on account of unforeseen circumstances, the parcel could not be delivered on time without explaining what exactly the unforeseen circumstances were. Secondly, in respect of the price, I was told that it was your discretion when it comes to prices besides cursorily mentioning that factors such as size, weight and material of the consignment are considered while deciding the prices to be charged.
4. At this juncture, I pointed out the discrepancy in the price charged on product very much similar in terms of size, product-make and weight. However, you refused to take responsibility for the deficiency in service, and reiterated that prices could be revised as per circumstances, and that obligation, if any, pertaining to the time of delivery also was subject to exceptions.
5. The next day, on 16/02/2022 (15th February, 2022), I registered my grievance in the customer feedback section that was available on your website, also contacted the 24 x 7 customer care cell of the opposite party to register my concerns regarding the deficiency in service and unfair trade practice adopted by you. While the customer support team did not give a response that was any different from the one given by the officials in the branch office,I did not receive a reply to the complaint raised on the website.
6. It is, therefore, humbly submitted that the present incident is a clear case of violation of my right as a consumer to avail quality delivery services for the money paid, and also deficiency in service as described under section 2(11) of the Consumer Protection Act of 2019 thereby meriting remedy under the relevant provisions of the Act.

I, therefore, request you to return the excess money of Rs 200 charged for delivering the parcel, and also pay Rs 1,000 as compensation for the delay in delivery of the parcel 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.

Thanking you,

Yours faithfully

Sunshine Logistics Private Limited, represented by its Manager