Bruno

S/o Mars

Residing at 20/918, 3rd Cross Street, Vimala Nagar, Cosmos-100 **25/03/2022**

**To**

Waves

Represented by its Manager

2nd Cross Street, Simala Nagar, Cosmos-60

**LEGAL NOTICE**

Under the instructions of and on behalf of I Mr. Bruno, S/o Mars, residing at 20/918, 3rd Cross Street, Vimala Nagar, Cosmos-100, I hereby serve upon you the above addressee with the following notice:

1. That I, Bruno (PAN Card No. xxxxx xxxxx), aged 46, residing at 20/918, III street, Vimala Nagar, Cosmos – 100, am a graphic designer by profession, and have been working in H2O Designs Private Limited for the last seven years.
2. That on 04/02/2022 (4th February, 2022), at around 6:30 pm, I visited the Jeevan Nagar branch of the opposite party no. 1, located in the city of the Cosmos to purchase a two-wheeler. I then placed an order for a scooter of the following description:

Type: e-scooter

Colour: black

Brand: Exotic

Model: A3478621

1. That on 05/02/2022, I paid the cost of the vehicle which was priced at Rs 75,000/- by way of NEFT (Transaction ID: 345671948) and obtained an e-receipt for the same by email. A few hours after making the payment, he received another email which stated that changes in the RC book and insurance policy would be carried out within a few days, and that I would receive an intimation of the same once the formalities are completed. However, much to his disappointment and dismay, even after six months, I did not receive a message from you regarding the changes that had to be made.
2. More importantly, owing to the unreasonable and inordinate delay in getting the vehicle registered, and effecting changes in the insurance policy, I have been incurring travel expenses that could have been avoided had the opposite party fulfilled its obligation on time. Moreover, he has not been able to carry out my everyday tasks with ease and convenience as I have not been able to use my vehicle. Thus, I have suffered both monetary and non-monetary costs due to your negligence.
3. That on 06/03/2022, I raised a formal grievance using the website’s customer grievance redressal option. Furthermore, I also sent an email on 06/03/2022 regarding the same, and on 10/03/2022, I went in person to find out about the status of my request. However, you did not offer a satisfactory explanation for the delay in completing the formalities. I was told that the work will be done within a few weeks’ time, but till date, I have not received a notification from you regarding the completion of the procedural requirements.
4. That in the meantime, I also contacted the Regional Transport Office, Cosmos and the insurance company concerned to check if they received an application from you with respect to the vehicle. I received a reply from them on 12/03/2022 stating that they had not received an application from you.
5. That I forwarded the email received from the RTO and the insurance company to you seeking an explanation. However, I have not received a reply to the email till date. Also, he sent multiple reminder emails, and made a number of calls requesting you to expedite the registration process, and also pay compensation to tune of Rs 50,000 for the undue delay, but the efforts have gone in vain, as every time, he brought up the issue, you only gave oral assurances, but never delivered on your promise.
6. That I therefore, humbly submit that the present incident is a clear case of violation of my right as a consumer to avail the promised services upon payment of the consideration, 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 fulfill the obligations undertaken by you, and also pay a compensation of Rs 20,000 for the unreasonable and undue delay in carrying out the procedural formalities 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.

Place …………………

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