To, Date:

The Managing Director

IFB Industries Ltd. Plot No. 1,

Phase-1 Verna Industrial Estate

Verna, Goa - 403722

**Sub: Legal Notice regarding Defective Modular Kitchen Product sold by IFB Industries Ltd.**

Dear Sir,

This legal notice is being sent to you regarding the grossly defective modular kitchen sold to me by your company.

I purchased a modular kitchen from your dealership/showroom on 24th January 2019 vide invoice dated 2nd October 2015 for a total consideration of Rs. 1,68,715/- (Rupees One Lakh Sixty Eight Thousand Seven Hundred Fifteen Only). It was expressly specified by your company representatives that the modular kitchen is made of stainless steel of the highest quality which will not rust.

However, in January 2022, within the warranty period of 5 years, I noticed rusting of handles and chimney panel of the modular kitchen which clearly shows gross deficiency and lapses in quality and service standards of your company.

Despite repeated complaints made immediately by me regarding the same in January 2022, your company has failed and neglected to repair/replace the rusted chimney panel thereby continuing the harassment and mental agony caused to me. This arbitrary conduct amounts to sheer high-handedness apart from being in blatant violation of contract law, consumer rights as well as the Consumer Protection Act, 2019.

You are hereby called upon to immediately replace the rusted chimney panel of the modular kitchen sold to me free of cost without any delay. Take effective notice that if you fail to comply with this legal demand within 2 weeks from the date of receipt of this notice, I shall be constrained to file a consumer complaint before the District Consumer Disputes Redressal Commission to claim replacement, compensation and legal costs from your company for the mental harassment and losses caused by the sale of grossly defective product and deficient service.

In the consumer complaint, I will demand compensation of Rs. 25,000/- (Rupees Twenty-Five Thousand Only) for harassment, mental agony, and costs apart from the replacement of the defective chimney panel. Additionally, legal costs and expenses incurred towards the consumer complaint will also be claimed from your company.

You are duty-bound to avoid such unnecessary legal proceedings by promptly replacing the defective chimney panel sold by your company under warranty. This notice is without prejudice to any other rights and contentions available to me under law, equity, contract, and torts.

Sincerely,

Elinio Bosco de Noronha