

## CONSUMER LAWS

Q1. How has Consumer Protection Act 1986 changed the dynamics of market?

Ans. There was a time when the buyers had to blame their luck for getting stuck with defective goods or bad services from sellers/ manufacturers/ service providers. Now with passing time consumer's have become more aware and are ready to recover damages through court of law or other legal remedies for defective goods or deficiencies in goods/ services. Consumers are regulated by Consumer Protection Act 1986.

Q2. Does Consumer Protection Act 1986 apply to online shopping also?

Yes this act applies to online shopping also. With E-Commerce market gradually replacing traditional market purchase pattern there has been a positive as well as negative side to it. We hear and sometimes experience the return policy by a particular company is just a sham when defective products are delivered or sometimes the process of money refund takes ages.

Q3. How is this app different when it comes to implementation of Consumer Protect Act 1986?

Ans. The objective of app developers is just to suggest a simple practical solution which may come handy in certain consumer disputes also by providing a sample format to institute case which is often looked as domain of lawyers.

Q4. Who is consumer under this Act?

Ans. Consumer as by Sec 2(d) of Consumer Protection Act 1986

- (i) Buys any goods for a consideration which has been paid or promised or partly paid and partly promised, or under any system of deferred payment and includes any user of such goods other than the person who buys such goods for consideration paid or promised or partly paid or partly promised or under any system of deferred payment when such use is made with the approval of such person but does not include a person who obtains such goods for resale or for any commercial purpose; or
- (ii) [Hires or avails of] any services for a consideration which has been paid or promised or partly paid and partly promised, or under any system of deferred payment and includes any beneficiary of such services other than the person who [hires or avails of] the services for consideration paid or promised, or partly paid and partly promised, or under any system of deferred payment, when such services are availed of with the approval of the first mentioned person

Hence anything which is for final consumption will come under umbrella of Consumer Protection Act 1986.

Q5. What can a consumer do if he is aggrieved by the products or services of a provider?

Ans If a consumer is aggrieved by the provision of services or products or both of a company/ individual who provides such services the steps consumer can take are:

- Send a Registered AD Letter to the company or person whose goods or services has been availed. Mention your order number and bill receipts along with your demands.
- If this does not work out then file a consumer case where the cause of action arose by submitting a Rs 100 Bank Draft. You don't need a lawyer to represent you in consumer case and you can fight on your own.

Q6. Is there a sample format which can be used to institute a case?

Ans. A sample format which is often used is given below (the cases are not confined to only format given below).

**BEFORE THE DISTRICT CONSUMER DISPUTE REDRESSAL FORUM,  
City (State)**

Consumer Complaint No. \_\_\_\_\_ OF 2014

**In the matter of:**

**Complainant Name**

Along with address and state

**.....Complainant**

Versus

**1. Opposite Party Company/Name**

Address with pincode

**2. 2<sup>nd</sup> Opposite Party (if required)**

Address with pincode

**.....Opposite Parties**

**COMPLAINT UNDER SECTION 12 OF THE CONSUMER PROTECTION  
ACT, 1986**

1. It is submitted that the Complainant is a student residing at the address as stated herein above in the memo of parties.
2. That the Opposite Party No.1 being a venture of Opposite Party Name is a well known online shopping portal in India and through its online marketplace it offers products ranging from mobile phones, apparel & accessories up to home utility and electronics.
3. That the Opposite Party no. 2 is a (mention description) across the country and is engaged in the business of specialized transportation and logistics services to corporate, business and individuals. It is also a logistic partner of Opposite Party No. 1
4. That the Complainant after going through the advertisements in the leading newspapers and on television trusted the much publicized representation of the Opposite Party No.1 and purchased a set of two cargo shorts from Opposite Party No.1 vide order numbered 10000 and dated 11/2/2014. For an amount of Rs.5000 Receipt of the aforesaid purchase is annexed hereto and marked as **-Annexure C-1**
- 6 It is submitted that the product was delivered to Complainant in the form of a packet courier by the representative of Opposite Party No.2 on June 18 2014. Thereafter, when the Complainant request the representative of Opposite Party No.2 to get the product checked and verified by him, the representative behaved very rudely and left the place of the Complainant.

7. That when the Complainant opened the courier packet he was shocked to take notice of the fact that the product delivered to him was of inferior and substandard quality and were totally against the description of the product.
8. Immediately after opening the packet the Complainant made a call to the customer care services of the Opposite Party No.1 and informed them about the substandard quality of the cargo shorts send by them. Thereafter the customer care person of the Opposite Party No.1 asked the Complainant to send an email with the pictures evidencing the substandard quality of the cargo shorts. It is submitted that the aforesaid person further assured that in case the cargo shots are found to be of inferior quality then entire money will be refunded to the Complainant
9. Trusting on the assurance given by Opposite Party No.1, the Complainant send an email dated 18.06.2014 addressing all his grievances to the Opposite Party No.1 along with the pictures clearly evidencing the sub standard quality of cargo shorts. Copy of the email dated 18.06.2014 and pictures of cargo shots are annexed hereto and marked as Annexure C-2 (Colly.).
10. However, the Opposite Party No.1 acted totally in contrary to the assurance given to the Complainant as after receiving the email dated 18.06.2014 no response was received from the Opposite Party No.1 and after sending continuous reminders by way of various telephonic calls by the Complainant, Opposite Party No.1 finally vide an email dated

10<sup>th</sup> July, 2014 i.e. after 26 days acknowledged that there has been delivery of defective product to the Complainant. The Opposite Party No.1 claiming the responsibility of such defective product also asked the Complainant to send back the courier to their establishment. **Copy of the email dated 10<sup>th</sup> Jan, 2014 is annexed hereto and marked as Annexure C-3.**

11. It is stated that the irresponsible behavior of the Opposite Party No.1 towards its customer, the Complainant vide an email again requested to the Opposite Party No.1 seeking them to refund his amount by picking up the defective product from his place. Thereafter the Opposite Party No.1 informed that their logistic Partner Opposite Party 2 name i.e. Opposite Party No. 2 would pick up the product from Complainant's house in 5 to 7 days starting from 10<sup>th</sup>, July 2014. However, the Opposite Parties being deficient in their services took no action on their assurance and the Complainant again vide an email addressed his grievance to the Opposite Parties. Copy of such emails are annexed hereto and marked as— **Annexure C3**

12. That the Complainant vide various telephonic calls and emails has sent continuous reminders to the Opposite Parties and has given the Opposite Parties more than sufficient time to pick up the defective product but the Opposite Party No. 1 has either not responded or has given false assurances to the genuine grievances of the Complainant.

13. That fed up with the irresponsible behavior of Opposite Party No.1 and left with no other option the Complainant informed the Opposite

Party No.1 about the initiation of legal action against the Opposite Party No.1. Thereafter, the Opposite Party No.1 realizing its negligent attitude towards the Complainant and delay in services on its part i.e. Opposite Party No. 2 to pick up the defective product on August 25 2014 i.e. after a delay of more than 2 months.- Copy of the emails and reminders are annexed hereto and marked as **Annexure C4 & Annexure C5**

14. That the agony of the Complainant still did not come to an end as the Complainant's dishonestly retained the money of complainant even after picking up of the defective and inferior quality of cargo shots by opposite Party 2. It is submitted that the Complainant immediately informed the Opposite Party No.1 about the aforesaid incident and requested the Opposite Party No.1 to process the refund of his money as now even the product is returned and picked up by Opposite Party No.2 but Opposite Party No.1 choose to dishonestly retain the money of the Complainant and avoided responding to the emails and calls of the Complainant. Copy of the receipt dated 25<sup>th</sup> Aug 2014 is annexed hereto and marked as **Annexure C-4 & C-5**

15. That the Complainant towards its genuine bonafide claims and after waiting for a reasonable period of time vide a Legal Notice dated 30.11.2013 through his counsel sought for the refund of his amount along with compensation towards the harassment caused to the Complainant due to deficiency in services on the part of the Opposite

Parties but the Opposite Parties not only failed to act upon the Legal Notice but also failed to respond to the same. Copy of the legal notice dated 30.11.2014 along with the dispatch receipt are annexed hereto and marked as **Annexure C-6**.

16. It is submitted that the cause of action to file the present complaint arose when the Opposite Parties through its advertisements lured the Complainant and trusting on the same a set of two a set of two cargo shorts was purchased by the Complainant. That the cause of action to file the present complaint further arose when Opposite Party No.2 in conjunction with Opposite Party No.1 chose to dishonestly and illegally retain the complainants money even after the product being picked up after an unexplainable delay. That the cause of action further arose when the Complainant sent the Legal Notice dated 30.11.2013 to the Opposite Parties and the Opposite Parties failed to act upon the notice or to respond to the same. In a hurry to settle the matter without compensating the complainant. The opposite party no. 1 sent a cheque dated 09/12/2014 which was received by the complainant on 13/12/2014 after an unexplainable delay of more than 5 months from the date of order. The complainants will not deposit such cheque till court orders as the opposite party has an intention to escape from liability of compensation to complainant because of their negligent and deficient acts.
17. That the present Complaint has been filed by the Complainant well within time.

18. That the Complainant has been left with no other option but to file the instant Complaint before this Hon'ble Forum. It is submitted that as the individual is a resident of ..... and the opposite Party No. 2 logistic partner of Opposite Partner 1 has its office is located in ..... which falls under the jurisdiction of this Hon'ble Forum. Therefore the instant Complaint has been filed well within the jurisdiction of this Hon'ble Forum.

19. That the Complainant craves leave of this Hon'ble Forum to reserve its right to urge additional grounds and produce documents in support of its Complaint, during the proceedings, if any

### **PRAYER (Sample)**

*You may enter your own terms*

In view of the grounds raised herein above, it is respectfully prayed that the Hon'ble forum may:-

- a) Hold the Opposite Parties liable for unfair trade practices as well as for deficiency of services;
- b) direct the Opposite Parties to return the amount along with an interest of 10% p.a. from date of order.
- c) direct the Opposite party to pay to the Complainant an amount of Rs. 75,000 towards mental agony, harassment and fraud practices which caused loss to the Complainant by the Opposite Party;
- d) direct the Opposite Parties to bear the cost of the litigation expenses incurred by the Complainant for the present complaint.



e) or pass any other order which the Hon'ble forum deems fit in the interest of justice, equity and good conscience.

**NAGPUR**

**COMPLAINANT**

**DATED:**

**THROUGH**

**FILED THROUGH**

**VERIFICATION: -**

I, Enter Name the above-named Complainant, do hereby verify that the contents of the foregoing Complaint are true and correct and nothing material has been concealed. Verified at Solapur on this \_\_\_\_ day of December, 2014.

**COMPLAINANT**

**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL  
FORUM, (Enter City, State)**

Consumer Complaint No. \_\_\_\_\_ of 2014

**In the matter of:**

**(Mention Name of the Complainant)**

Address along with pincode

.....Complainant

Versus

**1. Enter Opposite Party Name**

Address along with pincode.

Enter Second Party Name (if required),

Address along with pincode

.....Opposite Parties

**AFFIDAVIT**

I, Ajay \_\_\_\_\_ , available F-15 Bombay Exchange Street Solapur  
(Maharashtra), do hereby solemnly affirm and state as under:-

1. I am the Complainant in the present Complaint and therefore I am competent to affirm the instant affidavit.
2. I have read through and understood the contents of the present Complaint and state that the contents thereof have been drafted under my instructions and that they are true correct and nothing material has been concealed there from.
3. That the documents filed along with the reply are true copies of their originals.

DEPONENT

**VERIFICATION: -**

I, \_\_\_\_\_, the deponent above-named, do hereby verify that the contents of the foregoing affidavit are true, correct and nothing material has been concealed there from.

Verified at Solapur on this \_\_\_\_ day of December, 2014.

**DEPONENT**

The case has to be filed according to the pecuniary jurisdiction of court.

In cases where the value of goods and services involved is less than Rs. 20 Lakhs in value, you will have to file the **complaint in the District Forum** constituted in the specified

In cases where the value of goods and services involved is more than Rs. 20 Lakhs in value but does not exceed Rs 1 crore you will have to file the **complaint with the State Commission** constituted.

\* In cases where the value of goods and services involved is more than 1 crore in value then you can file a complaint with the **National Commission** which has been constituted only in New Delhi