

**District Consumer Disputes Redressal Commission-I (North District)**

[Govt. of NCT of Delhi]

Ground Floor, Court Annexe -2 Building, Tis Hazari Court Complex, Delhi- 110054

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**Consumer Complaint No.: DC/80/CC/47/2025**

In the matter of

Jatinder Kapoor

R/o E-2/29, Gali No. 2

Shashtri Nagar, Delhi-110052

Also at

H. No. 1858, Sector 46

Gurugram- 122003 (Haryana)

... Complainant

VERSUS

M/s Deccan Clap- India Pvt Ltd

Through its Authorised Person/ AR

Having its Corporate Office at

Manjeera Trinity Corporate Unit 104

1<sup>st</sup> Floor, Besides Lulu Mall

KPHB, Hyderabad- 500085

... Opposite Party No. 1

Deccan Clap, 1<sup>st</sup> Floor

Building No. 2632, Opposite to Metro Pillar No. 215

Near Shadipur Metro Station

Shadipur, Delhi- 110008

... Opposite Party No. 2

Tapan Kumar Jana

S/o M Jana

Sub-contractor

R/o C-52, Second Floor

Indra Enclave, Neb Sarai

South Delhi, IGNOU, Delhi- 110068

... Opposite Party No. 3

**ORDER**

**13.05.2026**

(Divya Jyoti Jaipurjar)

1. By way of this complaint, the Complainant herein has alleged deficiency of service on part of M/s Decan Clap- India Pvt Ltd (OP-1 herein), its local office at Shadipur, Delhi (OP-2 herein) and its sub-contractor namely Sh. Tapan Kumar Jana (OP-3 herein) by not delivering the services of painting and polishing work of his home completely. The Complainant is in possession of a property bearing House No. 1885, Sector 46, Gurugram, Haryana for which he engaged the services of a painter for painting of the house and polishing of furniture. For the said purpose, he contacted OP-1 and OP-2 which engaged the services of OP-3.

2. It is the case of the Complainant that when he contacted the OP-1 and OP-2 in the month of April 2024, he was given an estimate of Rs. 1,26,814/-. But the Complainant did not go ahead with the order and he contacted the OP-1 and OP-2 in the month of September, 2024 for a fresh quotation. In September, 2024, OP-1 and OP-2, after conducting a fresh survey of the property, gave an estimate vide estimate no. 2274, an estimate of Rs. 1,07,325.60/- for the painting and polishing services. Subsequently, OP-1 and OP-2 introduced OP-3 as sub-contractor for the assignment and the Complainant made a payment of Rs. 10,000/- as advance for the services of OPs on 25.09.2024. The painting assignment was supposed to start immediately, but as the Complainant alleges, there was substantial delay in starting the painting and polishing work. It is also the case of the Complainant that the OPs, unilaterally revised the estimate vide

estimate no. 236 dated 01.12.2024 to Rs. 1,45,130.40. The Complainant, under duress agreed to the said revised estimate and made further payments of Rs. 40,000/- and Rs. 20,000/- 03.12.2024 and 12.12.2024 respectively. It is the case of the Complainant that the painting work started only in first week of December, 2024, but the pace of the work was very slow. The OPs stopped the work midway on 3.12.2024 and demanded another revision of the estimate. The Complainant refused to revise the estimate, but the OPs sent another revised estimate of Rs. 2,28,147/- vide estimate No. 366 dated 22.01.2025. At this stage, the Complainant refused to further variation in the estimate and demanded the OPs to refund the amount previously paid by the Complainant to the OPs. The Complainant also sent a legal notice to the OPs followed by which this complaint was filed.

3. We issued notices to the OPs and the notices were served to all the parties, As none of the OPs filed their respective replies within limitation period as prescribed under the provisions of the Consumer Protection Act, we closed their right to file their replies in view of the judgment of Hon'ble Supreme Court in the matter of New India Assurance company Limited Vs. Hilli Multipurpose Cold Storage Private Limited, [(2020) 5 SCC 757]. Thereafter, the Complainant filed is evidence, which was followed by filing of written arguments by Complainant and OP-1&2 and final arguments in the matter. As the replies of the OPs were not filed, the OPs were also not permitted to file their respective evidences in view of the judgment of Hon'ble National Commission in the matter of Kotak Mahindra Mutual Life Insurance Co. Ltd vs. Om Prakash Dubey [RP No. 2140 of 2018, decided on 30.04.2024] and also in view of the judgment of Hon'ble Supreme Court in the matter of Kaushik Narsinhbhai Patel vs SJR Prime Corporation Private Limited [2024 INSC 542].

4. It is also important to record here that the we made an attempt to explore settlement in this matter, but as the OPs took a stiff stand and were not ready to settle the issues, the settlement attempt by this Commission failed.

5. As the reply of the OPs are not on record, OPs were not allowed to bring on record additional facts and issues- which are not part of the pleadings- in their written arguments and also during final arguments. The OPs made an attempt to argue that the revisions of the estimates were in agreement with the Complainant, but the documents on record including text messages on the WhatsApp platform, which the Complainant has filed with the complaint, did not support the arguments on behalf of the OPs. The messages, which form part of the complaint also reveal that on many days the workers did not report to the site for the work and the pace of the work was very slow and lethargic. There was substantial delay in start of the project and the pace of the work was very slow. The evidences led by the Complainant completely support the allegations of the OPs.

6. It is also to be noted here that the legal notice sent by the Complainant to the OPs were remained unanswered. The service of notice indicates that the Complainant gave a fair chance to the OPs to resolve issues before litigation, By not answering the said notice, the OPs have given support in the accusations of the Complainant in his complaint filed before us. Non-reply to the legal notice appears to be a deemed admission of the allegations of the Complainant by the OPs. Further, as the OPs failed to file the reply in time, the OPs were not able to bring on record their side of the story and the allegations levelled by the Complainant remained undisputed and uncontradicted. This has also supported the allegations of the Complainant, which are duly supported by the pleadings and documents so filed by the Complainant.

7. At this stage, we would also like to record that when the OP-1 and OP-2 filed their Written Arguments, they not only argued beyond pleading, but have

also prayed before this Commission for reimbursement of travel cost borne by the Ars of the OPs for attending the proceedings of this Commission. The approach of the OP-1 & 2 appears very arrogant and not customer friendly. Instead of arguing on merits, the OPs were also arguing as if the appearances of their ARs before this Commission were an obligation upon this Commission and the Complainant.

8. Hence, for the reasons that the OPs did not complete the project in time, that the OPs have unreasonably revised the estimates unilaterally without seeking consent of the Complainant, that the OPs stopped the work unfinished without any reasons and that the OPs cause mental harassment to the Complainant, we hold that OPs are deficient in providing services to the Complainant and have also adopted unfair trade practices while dealing with the Complainant.

9. We, therefore hold all three OPs guilty of deficiency of service and of adopting unfair trade practices and hold them liable, jointly and severally, to compensate the complainant for the same. However, as the OP-3 is a sub-contractor acting on the instructions of OP-1 and OP-2, we are of the opinion that there is a principal- agent relationship between OP-1&2 and OP-3. While treating OP-3 as an agent of OP-1 & 2, we direct the principal namely OP-1&2 as under:

- a. OP-1&2 is directed to refund the amount of Rs. 70,000/- to the Complainant with an interest @ 9% PA from the date of filing of this complaint i.e., 03.03.2025 within a period of three weeks from the date of receipt of this order.
- b. OP-1&2 is also directed to pay a sum of Rs. 50,000/- as compensation to the Complainant for the mental agony and harassment meted upon him by the OPs and for litigation expenses

incurred by the Complainant herein within a period of three weeks from the date of receipt of this order.

- c. It is clarified that if the above order is not complied with by the OP-1&2 within three weeks of receipt of this order, the entire amount payable at the end of three weeks period shall carry an interest @ 12% from the date of expiry of three weeks period.

10. At this stage, we also clarify that after making the payment to the Complainant, the OP-1&2 shall be at liberty to recover the said amount proportionately from OP-3 in accordance with law.

11. With above directions, the complaint is disposed of. Office is directed to supply copy of this order to the parties in compliance of the relevant rules. Thereafter file be consigned to the record room.

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Divya Jyoti Jaipurkar, President

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Ashwani Kumar Mehta, Member

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Harpreet Kaur Charya, Member