

Heading1
Heading2

Complaint Case No. CC/80/2022
(Date of Filing : 11 Jul 2022)

1. NARENDER RATHI
67/7A, NEW ROHTAK ROAD KAROL BAGH NEW DELHI-
110005.

.....Complainant(s)

Versus

1. REGALO KITCHENS P. LTD.
328, FIE, PRATAP GANJ INDUSTRIAL AREA DELHI-110092.

.....Opp.Party(s)

BEFORE:

HON'BLE MR. INDER JEET SINGH PRESIDENT
HON'BLE MRS. SHAHINA MEMBER
HON'BLE MR. VYAS MUNI RAI MEMBER

PRESENT:

Dated : 30 Sep 2023

Final Order / Judgement

Before the District Consumer Dispute Redressal Commission [Central], 5th Floor
ISBT Building, Kashmere Gate, Delhi

Complaint Case No.80/2022

Sh. Narender Rathi s/o Late Sh. Ramesh Chand

67/7A, New Rohtak Road

Karol Bagh, New Delhi-110005

...Complainant

Versus

OP1- Regalo Kitchens Pvt. Ltd.

(through its Director)

Sh. Surendera Kumar

328, FIE, Patparganj Industrial Area, Delhi-110092

OP2-Sh. Surender Kumar

Director of Regalo Kitchens Pvt. Ltd.

328, FIE, Patparganj Industrial Area, Delhi-110005

OP3-Sh. Shiv Kumar

Director of Regalo Kitchens Pvt. Ltd.

328, FIE, Patparganj Industrial Area, Delhi-110005

... Opposite Parties

Date of filing: 11.07.2022

Date of Order: 30.09.2023

Coram: Shri Inder Jeet Singh, President

Ms. Shahina, Member -Female

Shri Vyas Muni Rai, Member

Shahina

ORDER

1.1 The complainant has filed the present complaint against the OPs under section 34 of the Consumer Protection Act-2019 by stating him a consumer. The facts as alleged in the complaint are that Ms. Khushi authorized agent of the OPs had approached to the complainant at the property of complainant, she had given the full assurance and promise to the complainant that the OPs are having the best team professional and skilled persons to install the Modular Kitchen and they will provide the service of good quality and standard. Complainant had visited the showroom of the OPs and agreed for installation of Modular Kitchen at the property bearing no. 67/7, New Rohtak Road, Karol Bagh, New Delhi for the consideration Rs. 4,35,000/- (Rupees four lakh thirty five thousand only)

1.2. Complainant states that he had paid a sum of Rs. 1,00,000/- on 21.12.2021, a sum of Rs. 53,000/- as an advance on 03.01.2022, sum of Rs. 62,500/- on 04.03.2022 and Rs. 2000/- on 05.03.2022 as advance. Complainant had paid a total sum of Rs. 2,17,500/- as per the direction of the OPs, however, the OPs have taken the financial benefit/advantage and gain to the sum of Rs. 2,17,500/- from the complainant without doing anything on their part.

1.3. Complainant further alleged that the authorized agents, servants, employees of the OPs had not provided the blue print of electrical and plumbing design to the complainant despite of repeated requests by the complainant. Although, they had visited the site on 22.01.2022 but they intentionally delayed the handling of electrical and plumbing drawings till 19.02.2022. Moreover, they had pressured the complainant to the 50% of full payment and sent the e-mail to the complainant without performing the obligation on their part.

1.4. Complainant has alleged that the authorized agents, servants, employees of the OPs' were solely responsible for the delay of drawing of the Modular Kitchen. Mr. Alok and Ms. Chandra Jita were handling the site of the complainant.

1.5. Complainant stated that OPs required to raise the performa invoice and to provide to complainant the production drawing just after the tiling, plumbing, electrical work, since all details of appliances given to the OPs but the OPs deliberately delayed the production drawing but informed complainant by e-mail that delivery has been rescheduled and asked for the approval of the production drawing.

1.6. Complainant has stated that the OPs ought to have installed the Modular Kitchen upto 01.04.2022 but the authorized agent, servants, employees of OPs failed to furnish and handover the Modular Kitchen till 01.04.2022. Thereafter, the date was again rescheduled for 15.05.2022 and OPs sent an e-mail to the complainant without any reason. The act of the OPs are dishonest and fraudulent and to extort the money from the complainant without performing the job on their part and pick the date on their own without any consultation with complainant. However, the complainant sent e-mails to the OPs that how the delivery date may be changed unilaterally, without approval and consent of the complainant.

1.7. Complainant further alleged that the OPs had started creating a pressure, force and coercion upon him to make the full payment despite the complainant had already paid a sum of Rs. 2,17,500/- as advance. Complainant was always ready and willing to make the payment to the OPs subject to the condition of performing the obligation on their part.

1.8. Complainant stated that he had sent the messages on 25.04.2022, 29.04.2022 on phone of Ms. Rachna on the confirmation of delivery date. Although, all the drawings approved but the OPs had misled by their message and conversation that the production process is underway, and delivery date will be given soon. On 05.05.2022 Ms. Rachna & Mr. Asad (authorized agents, employee of OPs) had informed to the complainant that they will start the production of Modular Kitchen only after receiving the entire payment but it was never told that production will start after 100% payment.

However, both the executives of the OPs deliberately used different wordings on the production process, where Ms. Rachna used to say that process is underway and Mr. Asad used to

say that production will not start before the full and final payment. They never intimated to the complainant as to when the Modular Kitchen will come in operation.

1.9. The above such conduct on the part of the OPs amounts to deficiency of services on their part.

1.10. Complainant had also sent a legal notice dated 12.05.2022 by post to the OPs; to refund Rs. 2,17,500/- with interest & damages which was received by the OPs but no reply by them.

1.11. The complainant has prayed that the OPs jointly and severally directed to pay a sum of Rs. 2,17,500/- along with interest @ 18% pa which was given to the OPs as advance by the complainant and further direction to pay Rs. 1,00,000/- on account of deficiency of service for not installing the Modular Kitchen and further be directed to pay compensation of Rs. 1,00,000/- on account of mental torture, pain, agony and suffering by the complainant apart from litigation charges of Rs. 31,000/-.

2. The notice on the complainant was issued and it duly served at the addresses of OPs on 30.07.2022 through registered post but OPs did not appear to contest the case, accordingly OPs were proceeded ex-parte on 18.11.2022.

3. The complainant filed his own affidavit affirming the facts alleged in the complaint. The complainant has tendered his ex-parte evidence and documents which were filed with the complaint.

4. Complainant has filed written arguments.

5. We have heard the counsel for the complainant and have also gone through the record of the case.

6. The complainant on the assurance and promise of the authorized agent, servant and employees of OPs had agreed for installation of Modular Kitchen at the property bearing no. 67/7, New Rohtak Road, Karol Bagh, New Delhi against the consideration amount to the tune of Rs. 4,35,000/- (Rupees four lakh thirty five thousand only). Thereafter, the complainant had paid a sum of Rs. 2,17,000/- as advance but without doing anything on OPs' part. On the other hand, the OPs delayed the handling of electrical and plumbing drawings. Moreover, OPs did not hand over the same within agreed period till 19.02.2022. However, the complainant had paid 50% advance of full payment, prior to performing the obligation and responsibility on the part of the OPs. The complainant has asked the OPs regarding expected date of installation of Modular Kitchen; but the OPs failed to furnish and handover the Modular Kitchen upto 01.04.2022. The OPs rescheduled delivery date of 15.05.2022, without any reason and consent of the complainant.

7. After going through the documents placed on record, bank statement of the complainant, legal notice and after hearing of the arguments of Ld. Counsel for the complainant, we are of the considered opinion that the OPs failed to provide services as assured by them and also engaged in unfair trade practices by firstly delayed handling Modular Kitchen and it was not installed.

8. In view of the aforesaid discussion, the act of the OPs attracts deficiency of service on their part and also unfair trade practices. The complainant has proved his case of non-production of Modular Kitchen and its installation despite taking advance amount of Rs. 2,17,500/- (bank statement of

complainant's bank i.e. Saraswati Co-operative Bank Limited bearing account no. SBGEN/230203100000496 has been proved by the complainant) by the OPs from the complainant.

9. Since deficiency of service is proved against OPs; OP1 is held liable to refund Rs. 2,17,500/- to the complainant the advance amount given to OP1 for installation of Modular Kitchen. However, there is no agreed rate of interest, therefore, interest @ 6% pa on the amount of Rs. 2,17,500/- from the date of filing of complaint till its realization of amount is awarded in favour of complainant and against the OPs.

10. The complainant also seeks compensation for mental torture, pain, agony and suffering. Thus, it would justify both the end to quantify damages/compensation of Rs. 10,000/- and accordingly it is awarded, apart from Rs. 5000/- as litigation charges in favour of the complainant & against OP1.

11. The amount of Rs. 2,17,500/- along with compensation of Rs. 10,000/- apart from Rs. 5000/- as litigation charges shall be payable by OP1 to the complainant within 30 days from the receipt of this order, failing which the amount of Rs. 2,17,500/- shall be payable with interest of 7% pa instead of 6% pa. Thus, OP is liable to pay the amount to the complainant.

12. Since OP2 & OP3 are directors of OP1 but they were impleaded in their personal name/capacity, they cannot held liable personally. Complaint against OP2 & OP3 is dismissed.

13. Announced on this 30th September, 2023.

14. Copy of this Order be sent/provided forthwith to the parties free of cost as per rules for necessary compliance.

[Vyas Muni Rai]

Member

[Shahina]

Member (Female)

[Inder Jeet Singh]

President

**[HON'BLE MR. INDER JEET SINGH]
PRESIDENT**

**[HON'BLE MRS. SHAHINA]
MEMBER**

**[HON'BLE MR. VYAS MUNI RAI]
MEMBER**

