

Date of Filing: 21.06.2023  
Date of Order: 19.12.2023

**BEFORE THE BANGALORE I ADDITIONAL DISTRICT  
CONSUMER DISPUTES REDRESSAL COMMISSION  
SHANTHINAGAR BANGALORE - 27.**

**CONSUMER COMPLAINT NO.171/2023**

**DATED ON THIS THE 19<sup>TH</sup> DECEMBER 2023**

**PRESENT**

**Sri.B. Narayanappa, M.A., LL.B. - PRESIDENT**

**Smt.Jyothi N, B.A, LL.B. L.L.M. MEMBER**

**Smt.Sharavathi S.M, B.A, LL.B., MEMBER**

**COMPLAINANT :**

M/s.NORTHFACE CONSULTANCY  
Services Private Limited,

Represented by its  
Authorized Person  
Sri.Kali Prasad Raju R

Office Located at Site No.23,  
4<sup>th</sup> Lane MSR Greencity Layout,  
Vijayanagara, Whitefield,  
Bangalore-560066.

Adv: Sri.Amudhavalli.P.R.


**Vs**

**OPPOSITE PARTY/S:**

JOHN ELEVATORES PRIVATE  
LIMITED

Address: 33/3, 3<sup>rd</sup> Floor,  
Hennur Cross, Opp.Reliance Fresh,  
Bangalore-560043.  
Karnataka

Exparte

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<b>Nature of complaint</b>	<b>Deficiency in service</b>
<b>Date of filing of complaint</b>	<b>21.06.2023</b>
<b>Date of Issue of Notice</b>	<b>04.07.2023</b>
<b>Date of Order</b>	<b>19.12.2023</b>
<b>Duration of Proceeding</b>	<b>05 Months 29 Days</b>

### **ORDERS PASSED BY SRI B.NARAYANAPPA, PRESIDENT**

1. The complainant M/s.Northface Consultancy Service Private Limited, Represented by Mr.Kali Prasad Raju.R, resident of Bangalore has filed this complaint U/s.35 of the Consumer Protection Act, 2019 against the OP John Elevators Private Limited, Bangalore praying to direct the OP to refund a sum of Rs.7,00,000/- paid for the services and Rs.7,00,000/- as compensation for causing delay, losses incurred due to non-performing elevator and cost and grant such other reliefs as this Commission deems fit to grant under the facts and circumstances of this case.


#### **2. The brief facts are that:-**

The complainant is running business since several years under the name and style as M/s.North Face Consultancy Services Pvt. Ltd. located at site No.23, 4<sup>th</sup> Main, MSR Green City Layout, Vijayanagar, White Field, Bangalore. In the month of July 2020, the

  
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OP approached the complainant and shown interest to provide services of the installation of lift in the office building of the complainant. The complainant agreed and accepted the proposal of the OP and paid advance amount of Rs.20,000/-. The OP confirmed that at the earliest the installation work will be undertaken and finish the same within three months and the complainant had paid two installments to OP and entered into agreement with OP on 25.09.2020 for installation of one John Automatic Electric Passenger Lift. As per the terms and conditions of the agreement, the materials were to be delivered and lift shall be erected within three months from the date of receipt of the order by the company, but due to unprecedented Covid-19 pandemic situation, during the early 2021 across the globe, the builder could not complete the construction as per agreed timeline. Therefore, the OP was unable to complete their lift work.

On 09.04.2022 the complainant had paid Rs.3,00,000/- to OP and he assured to commence the lift work immediately by dumping the required materials at the site. Hence, the complainant arranged

  
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required scaffolding set up to start the work on rent basis for two months and requested the OP to proceed with the installation of the lift. On 01.08.2022 the OP assured to complete the delivery of the lift by 31.08.2022 without any further delay. But, failed to deliver the same and the complainant has paid total sum of Rs.7,00,000/- to the OP as on 31.10.2022, but OP failed to install the lift. Therefore, the complainant suffered enormous business loss and all the employees and prospective clients visiting the office of complainant have suffered physical discomfort due to unavailability of the lift. The inordinate delay in execution of the lift does not only amounts to deficiency of service but also amount of breach of contractual obligations under the agreement date 25.09.2020. Hence, on 09.03.2023 the complainant got issued legal notice calling upon OP to refund the amount paid. In reply to notice the OP interacted with the complainant and assured to complete the proposed lift work within one month and to that extent a Memorandum of Understanding was executed between them. Even after execution of Memorandum of Understanding the OP failed to keep-up its words

  
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and failed to fulfill the contractual obligations as agreed by them. Hence, this complaint.

3. After registration of this complaint, notice was ordered to be issued to OP. In spite of service of notice upon OP, OP doesn't turn up. Hence, OP was placed, *exparte*.

4. The complainant has filed his affidavit by way of examination in chief, the same was taken as PW-1 and got marked Ex.P-1 to Ex.P-8. The complainant counsel has filed written arguments.

5. The point that would arise for our consideration are as under:-

**1. Whether the complainant proves that the alleged deficiency in service on the part of the OP and thereby he is entitled to the reliefs as sought for?**

**2. What order?**

6. Our finding on the aforesaid points are as follows:


**Point No.1: Partly in Affirmative.**

**Point No.2: As per final order for the following**

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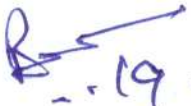
**::REASONS::**

**7. Point No.1.**- It is the case of the complainant that he is running business since several years under the name and style as M/s.Northface Consultancy Services Pvt. Ltd. located at site No.23, 4<sup>th</sup> Main, MSR Green City Layout, Vijayanagar, White Field, Bangalore. In the month of July 2020, the OP approached the complainant and shown interest to provide services of the installation of lift in the office building of the complainant. The complainant agreed and accepted the proposal of the OP and paid advance amount of Rs.20,000/-. The OP confirmed that at the earliest the installation work will be undertaken and finish the same within three months and the complainant had paid two installments to OP and entered into agreement with OP on 25.09.2020 for installation of one John Automatic Electric Passenger Lift. As per the agreement the materials were to be delivered and lift shall be erected within three months, but due to unprecedented covid-19 pandemic situation during the early 2021 across the globe, the builder could not complete the construction as per


  
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agreed timeline. Therefore, the OP was unable to complete their lift work.

8. On 09.04.2022 the complainant had paid Rs.3,00,000/- to OP and OP assured to commence the lift work immediately by dumping the materials at the site. Hence, the complainant arranged required scaffolding set up to start the work on rent basis for two months and requested the OP to proceed with the installation of the lift. On 01.08.2022 the OP assured to complete the delivery of the lift by 31.08.2022 without any further delay. But failed to deliver the same and it is the further case of the complainant that he has paid total sum of Rs.7,00,000/- to the OP as on 31.10.2022, but OP failed to install the lift. Therefore, the complainant suffered enormous business loss and all the employees and prospective clients visiting the office of complainant have suffered physical discomfort due to unavailability of the lift and it is further alleged that inordinate delay in execution of the lift does not only to amounts deficiency of service but also amount of breach of contractual obligations under agreement dated 25.09.2020. But

  
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the complainant has nowhere stated that the OP has not yet commenced the installation work of the lift, except saying inordinate delay in the execution of the installation of lift which means to say that the OP has commenced the work but not completed. Therefore, the complainant has come up with present complaint seeking directions to the OP to refund Rs.7,00,000/- and to pay compensation of Rs.7,00,000/- for causing delay, loss incurred and mental harassment caused to the complainant. In support of his case the complainant has filed affidavit by way of examination in chief and the same was taken as PW-1 and got marked Ex.P-1 to P-8, Ex.P-1 is the installation of one John Automatic Electric Passenger Lift which includes technical specification, price and terms of payment warranty and guarantee, preparatory work issued by John Elevator Pvt. Ltd i.e. OP, Ex.P-2 is handing over of one No.1 John Automatic Electric Passenger Lift by 31.08.2022 without delay. Ex.P-3 is the statement of payment details, Ex.P-4 is legal notice, Ex.P-5 is the pendrive, Ex.P-6 is Memorandum of Undertaking, Ex.P-7 is whatsapp message exchanged between both

  
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the parties, Ex.P-8 is copy of aadhar of the complainant.

9. From the material documents placed on record by the complainant prima facie it is clear that the OP has undertaken to provide installation of one John Automatic Electric Passenger Lift to the office building of the complainant and received total sum of Rs.7,00,000/- from the complainant and entered into agreement dated 25.09.2020 with the complainant agreeing to deliver the lift and to complete the installation of the lift within three months, but according to the complainant the OP failed to install the lift within the agreed date i.e timeline fixed within three months from the date of agreement, but contended that the inordinate delay has been caused by the OP in execution of installation of the lift. Therefore, from the contention of the complainant it appears that the OP caused inordinate delay in installing the lift. The complainant has nowhere stated in the complaint that the OP has not commenced the installation work of lift and from the whatsapp messages exchanged in between the complainant and


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OP it appears that the OP placed order with the company for supply of materials for installation of lift and the OP commenced the work of installation of the lift in office building of the complainant, but not completed the work within the timeline fixed i.e. within three months from the date of execution of agreement dated 25.09.2020, inspite of receipt of Rs.7,00,000/- from the complainant. The delay in installation of the lift by the OP which itself is nothing but deficiency in service on its part. Therefore, we are of the considered view that the OP is to be directed to complete installation of the lift within two from the date of this order by receiving balance amount if any from the complainant failing which OP is liable to refund Rs.7,00,000/- to the complainant with interest and to pay compensation of Rs.1,00,000/- and cost. Hence, we answer ***Point No.1 Partly in Affirmative.***

**10. Point No.2**:- For the aforesaid reasons, we proceed to pass the following:

**:: ORDER ::**

- 1. The complaint of the complainant is hereby allowed in part.**

  
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2. The OP is hereby directed to complete the installation of the lift in the office building of the complainant within two months from the date of this order, failing which the OP shall refund Rs.7,00,000/- to the complainant with interest at 10% p.a. within three months thereafter till payment.
3. Further OP is directed to pay compensation of Rs.1,00,000/- for the deficiency in service and mental harassment caused to the complainant and cost of litigation of Rs.5,000/- within two months from the date of this order, failing which the said amount shall carries interest at 10% p.a. till payment.
4. Furnish the copy of order to both parties free of cost.


(Dictated to the Stenographer transcribed, typed by her, corrected by us and then pronounced in Open Commission on this the 19<sup>th</sup> day of December 2023)

  
(SRI.B NARAYANAPPA)  
PRESIDENT

19.12.2023

  
(SMT.JYOTHI.N)  
MEMBER

19/12/2023

  
(SMT.SHARAVATHI.S.M)  
MEMBER