

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION
ERNAKULAM**

Dated this the 15th day of November, 2024

Filed on: 05/11/2023

PRESENT

Shri.D.B.Binu

Shri.V.Ramachandran

Smt.Sreevidhia.T.N

President

Member

Member

C.C. NO. 803/2023

COMPLAINANT

Eapen John, Puthenpurayil House, Koothattukulam 686642.

(Rep. Adv. Tom Joseph, Court Road, Muvattupuzha 686661)

Vs.

OPPOSITE PARTY

M/s. Jose Brothers Drycleaners, Jos Junction, MG Road, Ernakulam, Kochi
682016. Rep. by its Proprietor.

FINAL ORDER

Sreevidhia T.N., Member:

1. A brief statement of facts of this complaint is as stated below:

The complaint had entrusted two branded new churidars after its first time use with the Kundanoor Collection Centre of the opposite party on 15/03/2023 for dry cleaning by receipt number 2024. The complainant had paid Rs.743/- towards dry cleaning. The churidars were purchased by the complainant for his daughter on 07/01/2023 from M/s. Milan, Kochi for Rs.16,360/-

When the churidars were taken for use after the dry wash the daughter of the complainant was shocked to notice that the churidars became defective due to the negligence of the opposite party. The matter was brought to the notice of the Kundanoor collection centre of the opposite party and the officer in charge of the shop promised to take up the matter with the opposite party. Thereafter one Jinish from the opposite party contacted the complainant and told that the defect of one churidar is minor and he will look on the defect of the other churidar. Then the complainant personally approached the opposite party on 21/06/2023 and handed over the churidar to the opposite party.

Thereafter the complainant had sent a letter to the opposite party seeking redressal of his grievances. The complainant states that the churidars became

defective only due to the negligent work carried out by the opposite party. The complainant had to suffer huge mental agony, pain and other hardships due to the negligent acts of the opposite party. The purposeful omission on the part of the opposite party to compensate the complainant amounts deficiency in service and unfair trade practice. Hence the complainant approached the Commission seeking the redressal of his grievance.

2) NOTICE

Notice was issued to the opposite party from this Commission on 15/11/2023. The notice sent to the opposite party seen served on 18/11/2023 and the case posted for version of opposite party to 04/03/2024. On 04/03/2024, when the case was taken on file, opposite party was absent and version is seen not filed by the opposite party. Due to the non-filing of version within the statutory period opposite was set as ex-parte and the case posted for evidence of the complainant.

3) Evidence

Evidence in this case consists of the proof affidavit filed by the complainant and the documentary evidence filed by the complainant which were marked as Exbt. A1 to A5. No oral evidence from the side of the complainant.

Being ex-parte, opposite party has not adduced evidence.

Heard the counsel for the complainant

4) The issues came up for consideration in this case are as follows.

1. Whether any deficiency in service or unfair trade practice is proved from the side of the opposite party towards the complainant?
2. If so, reliefs and costs?

For the sake of convenience we have considered issues No. (1) and (2) together.

The complaint is regarding the negligent dry cleaning work carried out by the opposite party causing damage to the churidars purchased by the complainant from M/s. Milan, Kochi.

Exbt. A1: Copy of the order form showing the payment of Rs.743/- towards the dry cleaning charges.

Exbt. A2: Copy of the cash bill showing the purchase of two churidars for Rs.16,360/-

Exbt. A3: Copy of the service bill towards switching charges for the churidars for Rs.1,940/-

Exbt. A4: Photographs of the defective churidars and the receipt showing the acceptance of the churidar tops for rectification of the complaint.

Exbt. A5: Copy of the letter sent to the opposite party seeking redressal of his grievance.

We have verified the facts of the case and the documentary evidence filed by the complainant. The complainant has purchased the churidar materials for Rs.16,360/- on 07/01/2023 as evidenced by Exbt. A2. As per Exbt. A1, the opposite party had charged Rs.743/- towards dry cleaning charges for two churidar tops, shawl and bottom. Exbt. A3 shows that the complainant had spent Rs.1,940/- for stitching these two churidars at a shop called Teresa, near Private Bus Stand, Thodupuzha on 16/01/2023. The churidar were entrusted to the opposite party on 23/03/2023, after its first use. The complainant states in his complaint that due to the negligent dry cleaning work carried out by the opposite party, the churidars became defective. Exbt. A4 photographs also show that the churidars became defective.

The opposite party has not appeared before the Commission after accepting notice on 18/11/2023. Due to the non-filing of version they were set as ex-parte. Being ex-parte non-contra evidence adduced by the opposite party. Since no contra evidence adduced by the opposite party in this case, the contentions raised by the complainant stands unchallengeable and hence the Commission can't disbelieve the words of the complainant. Deficiency in service or negligence is proved from the side of opposite party towards the complainant as per the available evidence produced by the complainant. The Hon'ble National Commission in its order dated 09/10/2017 in R.P. No. 579/2017 (2017(4)(CPR590) has held a similar stance. The opposite party is not interested to redress the grievance of the complainant eventhough Exbt. A5 notice was sent to the opposite party. The opposite party is

not interested to compensate the complainant even though the two churidars were defective within a few days from its first use.

We are of the opinion that the complainant has suffered mental agony, pain and other difficulties due to the negligent acts of the opposite party. The complainant is eligible to get the price of the two churidars along with its stitching charges. Hence the complainant is eligible to get Rs.18,300/- from the opposite party. He is also entitled for compensation and cost of proceedings from the opposite party. The issues No. (1) and (2) are found in favour of the complainant and the following orders are hereby passed.

1. The opposite party shall pay an amount of Rs.18,300/- (Rupees eighteen thousand three hundred only) to the complainant being the price of the two churidar materials and its stitching price.
2. The opposite party shall pay an amount of Rs.5,000/- (Rupees five thousand only) as compensation towards the negligent work carried out by the opposite party.
3. The opposite party shall pay an amount of Rs.4,000/- (Rupees four thousand only) as cost of proceedings to the complainant.

The above order shall be complied by the opposite party within 45 days from the date of receipt of this order.

Pronounced in the Open Commission on this the 15th day of November, 2024.

Sreevidhya.T.N., Member

D.B.Binu, President

V.Ramachandran, Member