

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-VI
(NEW DELHI), 'M' BLOCK, 1STFLOOR, VIKAS BHAWAN,
I.P.ESTATE, NEW DELHI-110002**

Case No.CC/166/2024

IN THE MATTER OF:

Wing Commander Mohit Kumar Garg (Retd.)

S/o Late Surendra Kumar Garg,
C/o Akash Air Force Officer Mess,
Dr. Zakir Hussain Marg, Connaught Place,
New Delhi-110001

And

Mrs. DivyaGarg

W/o Mr. Mohit Kumar Garg,
R/o Flat No. 103, Aspire-1,
Supertech Emerald Court,
Sector-93A, Noida-201301

...Complainant's

VERSUS

M/s SY Interiors Pvt. Ltd.,

Through its MD/Director/Authorized signatory,
3B, Rajendra Nagar, Pusa Road,
New Delhi-110060

Also At:

M/s Square Yard,

B1 & B2, Sector-1,
NOIDA-201301

...Opposite Party

Quorum:

Ms. PoonamChaudhry, President

Mr. Bariq Ahmad, Member

Mr. Shekhar Chandra, Member

Date of Institution: 10/05/2024

Date of Order: 12/01/2026

ORDER

SHEKHAR CHANDRA, MEMBER:

1. The present complaint has been filed under Section 35 of Consumer Protection Act, 2019 (in short CP Act) against Opposite Party (in short OP) alleging deficiency of service.
2. The facts in brief as narrated in the complaint case are that OP claimed that they have necessary domain expertise. The OP engaged with Complainants for the interior renovation at complainants residence. The scope of work broadly included site survey, fabrication, assembly of prefabricated wooden items, their installation and commissioning, internal painting of rooms with associated activities; creation of false ceiling in small sections in two rooms; clearance of debris/salvage etc., from the premises and maintenance thereafter 10 year warranty support as per the contract. A copy of the contract is placed on record.
3. For contract and coordination/communication, a WhatsApp group by the name 'Inco- Mr. MohitGarg was created by one of the employee of OP on 09/02/23. All major correspondence besides the telephone

calls, emails, messages have been exchanged on this WhatsApp group and contains important records.

4. That contract was for Rs. 5,10,971.10/-, and the entire amount of Rs. 5,10,971.10/- was paid by Complainants by online transfers from bank account or by credit/debit cards as demanded from time to time by OP.
5. It is submitted by the complainants that while some of the works were removed from the scope of work before the start of the project and some during the project review for lack of execution feasibility at site or was likely to cause extensive damage to existing fixtures etc., repair/replacement of which was not part of the contract. The survey/design team was separate teams and because of their internal miscommunication they created an inflated scope of work and made unrealistic commitments to the Complainants. The work was also dropped on account of poor quality of work, lack of skilled manpower working almost without or little supervision or guidance and substandard material was used/supplied and installed by OP. The execution at site was not as per the standards promised nor was meeting the commitments. Most of the instances were hoisted on the WhatsApp group multiple times and were duly received and were duly viewed by OP.

6. During the execution of the work there were instances of gross shortfall in the supervision by OP supervisor, project in-charge executive and by the contractors independently and solely appointed by OP due to which adequate measures to safeguard the fixtures, furniture, objects etc., and thereby items belonging to Complainants were not adequately protected as promised in the contract and as followed as standard practices in the industry. Further, the OP have charged for amount of material way beyond reasonable estimates.
7. It is further submitted by the complainants that due to OP's gross negligence even an underage worker (minor) was engaged and deployed by one of the contractors who worked at work site for one day, and same was identified by the security guard at the society gate of the society and was denied entry on the consecutive day, this instance was duly reported to OP by WhatsApp and even by phone to OP designated project in-charge. This instance was viewed very seriously by the RWA of the society and has caused embarrassment and disrepute to the Complainants.
8. It is alleged by the complainants that further part of material used, excavated during the project has not been removed despite repeated requests to OP executives and messages on WhatsApp group. The complainants submit that this material was lying at site on the date of

presenting the present complaint case which has caused environmental pollution, hindrance in free movement and discomfort to complainants' family and staff. Pictures of the debris and material at site on date are part of the record. It is further alleged that some of the work done at site is defective and even rework would cause damage to other parts where these exist and they cannot be accepted as part of work executed or at the same value as quoted, and should therefore be removed/discounted from the bill of material.

9. The complainants state that both Ms. Mehak Dhingra, Interior Designer and Mr. Dhirendra Singh, Project Manager, who were assigned for their respective roles for the duration of the work at the site, were not available during crucial stages for the consultation and verification of the design proposed/offered. It was informed by OP that these individuals have left OP organization, apparently to cover-up and protect their employees. For complainants it has caused incomplete work at complainant's premises and causing discontinuity of work and long undue delays in execution.
10. It is further stated that for the above-mentioned reasons, the OP after a lot of persuasion, designated a new site executive Mr. Manpreet Singh. During his visit to the site for reconciliation of work, he was requested to finish incomplete work, repair the defects and re-

estimate and revise the bill and refund the excess amount paid by the complainants; to which he telephonically first informed that he will revert after the contractors return from Diwali work break, later he informed that the company management has asked him to inform Complainants that since OP has already made payment to its contractors, OP will not be able to refund the excess money paid to OP by complainant. The complainants submit that such statement by OP management is brazen, malafide, unethical and unprofessional amounting to deliberate and intentional to retain the excess money paid to them.

11. The complainants submit that the work at this site still as on date remains incomplete, poorly executed, looks shoddy and is simply unfair trade practices and harassment and causing mental agony to Complainants. The act & activities of the respondent/OPs are unfair trade practices wherein substantial amount of Complainants money has been withheld by the OP which amounts to deficiency of services, breach of ethics and immoral conduct and cheating.
12. A legal notice was issued by the complainants for remedial actions within a fortnight to settle the issues. However, no action was taken by OP despite receipt of the notice nor any response was received

nor issues addressed, hence the present complaint with the following reliefs:

- (I) Direct the OP to refund the excess amount of Rs 2,00,000 charged by OP and paid by the Complainants with interest @18% per annum;
- (II) Direct the OP to pay Rs. 1,00,000/- as compensation for harassment.;
- (III) Direct the OP to pay Rs. 33,000/- as litigation expenses; and
- (IV) Any other relief which this Commission may deem fit and proper in the facts and circumstances of the case be also awarded in favour of the complainants and against the OP.

13. On receipt of notice, written statement has been filed on behalf of OP opposing the complaint inter alia on the grounds that the present complaint is false, frivolous, mischievous and motivated and is liable to be dismissed at the outset. It is submitted that the Complainants have approached this court with unclean hands and on this ground alone the present suit deserves to be dismissed. The OP states that the complainants have concealed material facts which are paramount for the adjudication of the present matter.

14. Further, it is contended by the OP that the present complaint is not maintainable and is liable to be dismissed as per the Order VII Rule 11 of the Code of Civil Procedure, 1908. However, it is denied by the OP that it ever claimed that OP is a multinational company with lucid and false publicity stating that they have necessary domain expertise engaged with complainants for the interior renovation at complainant's residence. It is further denied that scope of work broadly included site survey, design, fabrication, assemble of prefabricated wooden items, their installation and commissioning, internal painting of rooms with associated activities, creation of false ceiling in small sections in two rooms, clearance of debris/salvage etc from the above premises and maintenance thereafter 10 years warranty support as per the above contract. It is vehemently denied that the while some scope of works were removed from the scope of work before the start of the project and some during the project review for lack of execution feasibility at site or was likely to cause extensive damage to existing fixtures etc repair/replacement of which was not part of the contract. It is further denied that the survey/design team was separate teams and because of their internal miscommunication they created an inflated scope of work and made unrealistic commitments to the complainants. It is

further denied by OP that the work was dropped on account of poor quality of work, lack of skilled manpower working almost without or little supervision or guidance and substandard material was used/supplied and installed by opposite party. It is further denied that the execution at site was not as per the standards promised nor was meeting the commitments.

15. That the contents of the Para 6 of the complaint under reply are denied as wrong and false. It is vehemently denied that during the execution of the work there were instances of gross shortfall in the supervision by opposite party supervisor, project in charge executive and by the contractors independently and solely appointed by opposite party due to which adequate measures to safeguard the fixtures, furniture, objects etc. and thereby items belonging to Complainants were not adequately protected as promised in the contract and as followed as standard practices in the industry.
16. That the contents of the Para 7 of the complaint under reply are denied as wrong and false. It is vehemently denied that the Opposite Party has charged for amount of material way beyond reasonable estimates. It is submitted that complainant willingly and out of his own free consent accepted the Bill of Quantities raised by the

Opposite Party and no coercion was exercised by the opposite party nor deceptive tactics were deployed by the Opposite Party.

17. As regard the allegation of the complainants that services of Interior Designer and Project Manager were not available, the OP has not denied the same but in the same breath the OP states that it is denied that the aforementioned employees were not available during crucial stages for the consultation and verification of the design proposed/offered. The OP states that leaving of the employees is irrelevant to the execution of the project at the complainants' premises as new employees were duly designated in the place of the aforementioned employees so as to provide the complainants a seamless experience in the execution of the project.
18. The OP has admitted that it received a legal notice from the complainants; however, it is silent as to why the OP did not respond or act on it.
19. We have gone through the record and heard the arguments. On a specific query as to why the OP did not react when it was clearly alleged by the complainants in their legal notice that the OP has failed to discharge its work and obligation, there is no satisfactory reply. As already mentioned a legal notice was duly issued to the OP calling

upon it to complete the assigned work. Despite receipt of the said notice, the OP failed to respond. An adverse presumption is therefore liable to be drawn that there was a deficiency or lapse on the part of the OP in the performance of its contractual obligations. Furthermore, the OP has not adduced any documentary or oral evidence to demonstrate that the work was completed as per the agreed terms, thereby clearly establishing deficiency in service. Further, such unexplained silence on the part of OP warrants drawing an adverse presumption under Section 114(g) of the Indian Evidence Act, 1872 that the OP was deficient in performance of its contractual obligations.

20. In view of the discussion as above, this Commission is of the view that the OP must refund the money charged for the work assigned which the OP failed to fulfill its part of the contract. The OP is directed to refund the amount of Rs. 2,00,000/- to the complainants within four weeks from the date of receipt of the order, failing which the OP shall be liable to pay interest @ 9% per annum from the date of filing of complaint till realization. A sum of Rs. 25,000/- be paid by the OP to the complainants as litigation expenses.
21. With the aforesaid directions, the complaint case is disposed of. A copy of order be sent to the parties under registered/speed post free

of cost. The order be also uploaded on the website of this Commission, promptly.

File be consigned to the record room with a copy of order.

[Poonam Chaudhry]
President

[Bariq Ahmad]
Member

[Shekhar Chandra]
Member