

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION

SOUTH WEST

CONSUMER COMPLAINT NO. DC/84/CC/91/2024

GYANENDRA SRIVASTAVA

PRESENT ADDRESS - H.NO. 7G SHIVALIKA APARTMENT PLOT NO 16 SEC 9 DWARKA DEL-77SOUTH WEST,DELHI.

.....Complainant(s)

Versus

HOMSTYL FURNITURE

PRESENT ADDRESS - C-25 MANSAROVER GARDEN KIRTI NAGAR MAIN ROAD NEW DEL-15SOUTH WEST,DELHI.

.....Opposite Party(s)

BEFORE:

HON'BLE MR. SH,SURESH KUMAR GUPTA , PRESIDENT

HON'BLE MS. HARSHALI KAUR , MEMBER

HON'BLE MR. RAMESH CHAND YADAV , MEMBER

FOR THE COMPLAINANT:

NONE

DATED: INVALID DATETIME

ORDER

CONSUMER DISPUTES REDRESSAL COMMISSION-VII

DISTRICT: SOUTH-WEST

GOVERNMENT OF NCT OF DELHI

FIRST FLOOR, PANDIT DEEP CHAND SHARMA SAHKAR BHAWAN

SECTOR-20, DWARKA, NEW DELHI-110077

CASE NO.CC/91/24

Date of Institution:- 12.03.2024

Order Reserved on:- 20.12.2024

Date of Decision:- 11.03.2025

IN THE MATTER OF:

Gyanenda Srivastava

R/o H No.7G, Shivalika Apartment,

Plot No.-16, Sector-9, Dwarka,

Delhi - 110077

..... Complainant

VERSUS

Homstyl Furniture
Through its Proprietor
Sukhdeep Singh
Address C-15, Mansarover Garden,
Kirti Nagar Main Road,
New Delhi - 110015

.....Opposite Party

ORDER

Suresh Kumar Gupta, President

1. The complainant has filed the complaint under section 35 of Consumer Protection Act, 2019 (hereinafter referred to as Act) with the allegations that OP is manufacturer, importer and wholesaler of furniture under the name and style of Homstyl furniture at Kirti Nagar, New Delhi. On 10.02.2024, he has purchased a bed from OP from a sum of Rs.60,000/- along with mattresses for a sum of Rs.13,000/-. A sum of Rs.30,000/- was paid in cash and balance was to be paid on the delivery of the bed and mattresses on 27.02.2024. The time was essence as the bed of his son was to be replaced urgently as same was worn out. The OP failed to deliver the bed and mattresses on 27.02.2024. He sent whatsapp message and made calls to OP but in vain. The deficiency is writ large on the part of OP as OP did not revert back. His son had to manage without bed in the peak winter in the month of February and March due to which his sleep was badly affected. The bed was not delivered even after two weeks from the date of delivery. The OP ultimately in a one of the chats with him promised that he will deliver the bed by 11.03.2024 failing which he will refund the amount. The OP has failed to deliver the bed. There is not only deficiency of service on the part of OP but also it amounts to unfair trade practice. Hence, this complaint.
2. The OP was duly served. The OP did not appear despite due service and

accordingly proceeded ex-parte on 02.05.2024.

3. The complainant has filed his own affidavit in ex-parte evidence wherein he has corroborated the version of complaint and placed reliance on the documents i.e. copy of bill dated 10.02.2024 Ex.CW1/2, copy of adhaar card Ex.CW1/1, copy of whatsapp chat Ex.CW1/3 and postal packet showing the refusal on the part of OP Ex.CW1/4 though exhibits are not put on the documents.
4. We have heard the Ld. Counsel for the complainant and perused the entire material on record.
5. The perusal of the bill dated 10.02.2024 shows that complainant has purchased bed and mattresses for a sum of Rs.73,000/- and paid a sum of Rs.30,000/- at the time of purchase and balance was to be payable on the date of delivery i.e. 27.02.2024. The whatsapp chat on record shows that bed and mattresses were not delivered on 27.02.2024. The OP had promised to deliver it by 11.03.2024 otherwise advance will be refunded. The OP has neither delivered the bed and mattress to the complainant nor refunded the advance amount. This tantamounts to deficiency of service as well as unfair trade practice on the part of OP.
6. In view of our aforesaid discussion, the complaint of the complainant is allowed to the effect that OP shall pay a sum of Rs.30,000/- along with an interest @6% from the date of filing the complaint i.e. 12.03.2024 till its realization. The complainant is entitled for compensation of Rs.10,000/- for mental harassment, agony and litigation expenses. The OP is directed to comply with the order within 45 days from the receipt of the order failing which complainant will be entitled for interest @6% p.a. on the amount of mental harassment, agony and litigation charges i.e. from the date of order till its realization.

- A copy of this order is to be sent to all the parties as per rule.
- File be consigned to record room.
- Announced in the open court on 11.03.2025.

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SH,SURESH KUMAR GUPTA
PRESIDENT

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HARSHALI KAUR
MEMBER

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RAMESH CHAND YADAV
MEMBER