

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, ERNAKULAM
Dated this 31st day of July 2024

Filed on: 16.05.2018

PRESENT

Shri. D.B. Binu
Shri. V. Ramachandran
Smt. Sreevidhia T.N

Hon'ble President
Hon'ble Member
Hon'ble Member

C. C.No.209/ 2018

COMPLAINANT

P. K. Asokan
[REDACTED]

(By Adv.T.J.Lakhmanan, Adv. P.B Jefin, Mega Arcade, Power House Road, Cochin-18)
V/s

OPPOSITE PARTIES

1.) Peekay Tiles Centre, 34/139, C.D., NH Bypass, Edappally,
Ernakulam- 682024, Represented by its Manager

(Op 1 rep. by Adv.Philip T.Varghese, Adv.Thomas T.Varghese, Adv.Achu
Shubha Abraham, Adv.G.Padmakumar, Adv.Litha V.T., Adv.Afsana Ashraf,
Adv.Jayasankar K, Adv.Denny Varghese, Adv.Lijo Raju, Adv.Prabha Jose,
Adv.Jaisy T.A., Adv.Renji John, Adv.Reni John, Adv.Sruthi Sara Jacob, T.D
Road, Ernakulam, Cochin-682 011)

2) K. A. Pius, Proprietor, N.S. Marble Works, Karipai Sundaragiri Road, N
Kalamassery, Ernakulam
(op 2 rep. by Adv.Denny Varghese, Cochin-682 011)

3) Kerala AGL World Kochi, Door No. 34/134, New No. 38/134,
Edappally Anjumana Junction, N.H Bypass, Kochi – 682024
(op 3 rep. by Adv.Denny Varghese, Cochin-682 011)

FINAL ORDER

D.B. Binu, President

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

This complaint was filed under Section 12 of the Consumer Protection Act, 1986. The complainant is a cine actor and a consumer of the opposite parties. The first opposite party is a distributor of tiles and other laying materials. The second opposite party is involved in laying tiles and performing

related masonry work. The third opposite party is the manufacturer and importer of foreign-made tiles and other flooring materials.

The complainant purchased 2500 sq. ft. (800 x 800 mm) of Diana white tiles, manufactured and imported by the third opposite party, from the first opposite party for Rs. 2,75,000/-. The first and third opposite parties assured the complainant that the tiles were of international standard and quality, suitable for in-house use with good finishing. Based on these assurances, the complainant purchased the tiles. The first opposite party recommended the second opposite party for laying the tiles, which the complainant agreed to, paying Rs. 1,00,000/- for the service.

Subsequently, the complainant discovered that the tiles were not properly adhered, with gaps and misalignment causing inconvenience. The second opposite party denied responsibility, attributing the issues to manufacturing defects and poor quality of the tiles supplied by the first and third opposite parties. The complainant approached the first and third opposite parties for rectification and replacement, even though Opposite Parties gave assurances for rectification no action was taken by them.

The complainant alleges deficiency in service by the opposite parties, as defined under the Consumer Protection Act. Additionally, the opposite parties engaged in unfair trade practices by misrepresenting the quality of the tiles given to the complainant, poor workmanship and lack of expertise by the second opposite party also contributed to the problem.

The complainant suffered significant inconvenience and mental agony.

The complainant issued a notice through his counsel on 17/02/2018, to which the opposite parties responded, admitting the incident but denying liability. The cause of action arose when the defects were noted and subsequently when the complainant informed the opposite parties and issued the notice.

The complainant had filed an Amendment Petition I.A No. 255 of 2023 on the basis of expert commission report C1 which was allowed by the

commission and the complainant filed amended petition before the commission.

On the basis of the above circumstances, the complainant approached this Commission praying for issuing directions to the opposite parties to:

- a) Pay Rs. 1,25,000/- as compensation for deficiency in service and unfair trade practices.
- b) Cover the entire cost of these proceedings.
- c) Pay Rs. 50,000/- as the cost of the proceedings.
- d) Pay Rs. 1,25,000/- as compensation for mental agony and hardship.
- e) Pay Rs. 16,59,000/- for the damage suffered.

2. Notice

The Commission sent notice to the Opposite Parties. All Opposite Parties have filed their versions in response.

3. THE VERSION OF THE 1st OPPOSITE PARTY

The 1st opposite party states that this complaint is not maintainable in law or on the facts of the case. They claim to be merely the retailer who sold the tiles distributed by the 3rd opposite party. Additionally, they contended that the complaint is barred by limitation and should be dismissed outright.

The complainant purchased Dyna White Asian vitrified tiles from the 1st opposite party on multiple occasions in 2014, as evidenced by several invoices. The 1st opposite party notes that nearly four years passed between the purchase and the filing of the complaint, during which the complainant alleges manufacturing defects and poor quality. The 1st Opposite Party further claims that the complainant has failed to disclose the exact dates of tile purchase and installation, which is crucial for addressing the limitation issue. The 1st opposite party states that they have been in the business of retailing tiles and sanitary wares for 18 years and have earned a good reputation. They assert that they only sell high-quality products from reputable manufacturers, importers, and distributors. The complainant, they claim, approached the

Commission with unclean hands, omitting to produce the retail invoices received from the 1st opposite party.

The 1st opposite party clarifies that the tiles were indeed Dyna White Asian tiles (800 x 800), distributed by the 3rd opposite party, not manufactured by them. They deny the complainant's claim of paying Rs. 2,75,000/- and state that the actual amount was Rs. 2,13,161/-, as per the invoices. The 1st opposite party also refutes the complainant's allegation that they recommended the 2nd opposite party for laying the tiles, stating that the complainant chose someone independently for the task.

They deny any knowledge of the alleged defects and assert that any issues with the tiles stem from improper laying, use of low-quality materials, or lack of required spacers. They also claim that the complainant did not raise any complaint until January 2018 and that the initial inspection revealed improper laying as the cause of the issues.

The 1st opposite party denies engaging in any unfair trade practices or selling substandard tiles. They attribute the defects to poor workmanship during the laying process and insist that they are not responsible for the actions of the complainant's workers or agents. The claim of mental agony and exaggerated costs is also denied.

Upon receiving the complaint, the 1st opposite party inspected the property and advised the complainant to re-lay the tiles properly due to the identified issues with proper laying techniques and materials. They state that there is no cause of action against them and request that the complaint be dismissed with costs awarded to the 1st opposite party for being unnecessarily dragged before the commission.

4. THE VERSION OF THE 2nd OPPOSITE PARTY

The 2nd opposite party asserts that they have had no transaction with the complainant, making the case invalid due to the improper joinder of parties. The claim that the 2nd opposite party was entrusted with the tile laying

work is false. Although initially approached and having provided a quotation, the complainant did not assign the work to the 2nd opposite party.

The 2nd opposite party denies undertaking the work as alleged in the complaint and refutes the claim that they were paid Rs. 1,00,000/- for the laying work. Their inquiries reveal that the complainant hired a contractor named Mr. Felix from Palluruthy for the laying work, and the 2nd opposite party had no involvement.

The 2nd opposite party denies all allegations of involvement in laying tiles at the complainant's house and asserts that they have not committed any service deficiency. They claim to have been unnecessarily included in this complaint without any cause of action against them.

Upon receiving the lawyer's notice accusing them of substandard work, the 2nd opposite party met with the complainant. The complainant admitted that the allegations were made to exert pressure on the manufacturers for compensation and that the 2nd opposite party's name was included to strengthen the case. The complainant assured the 2nd opposite party that such allegations would not be repeated.

Therefore, the 2nd opposite party requests to the Commission to dismiss the complaint against them with costs.

5. THE VERSION OF THE 3rd OPPOSITE PARTY

The complaint is not maintainable either in law or on the facts of the case, claiming it was filed on an experimental basis and without genuine intent. The complainant has not provided purchase invoices or specific dates of purchase, thus putting the burden of proof on the complainant to show that he purchased the tiles.

The 3rd opposite party clarifies that they are involved in the manufacturing and distribution of various tiles, but they only distribute Dyna White tiles, which are imported by M/s Camron International from China. They deny being the manufacturer of these tiles and claim there is no direct contractual relationship between themselves and the complainant. They argue that the complaint is barred by limitation and should be dismissed on these grounds.

Records show that the Dyna White Asian vitrified tiles were sold to the 1st opposite party during 2013-2014, and the complainant approached the commission almost four years later, alleging manufacturing defects and lack of quality. The omission of the details regarding the purchase and installation of the tiles in the complaint appears intentional, suggesting the complainant has approached the commission with unclean hands after using the tiles for four years. The question of limitation should be addressed as a preliminary issue.

The 3rd opposite party denies knowledge of the allegations in the complaint and demands strict proof from the complainant. They argue that the defects described do not indicate manufacturing issues but rather improper installation by inexperienced workers or the use of low-quality materials, including the non-application of necessary spacers.

Upon receiving the complaint, the 3rd opposite party sent Mr. Ravi Shirikar, the customer care manager responsible for quality control, to inspect the complainant's house. The inspection revealed that improper tile laying caused the issues, not any deficiency on the part of the 3rd opposite party. They deny committing any unfair trade practices or distributing substandard tiles, attributing the defects to poor workmanship in laying the tiles, which was not under their supervision.

The 3rd opposite party denies all allegations and asserts that the complainant has not suffered any mental agony due to their actions. They submit that the complainant has unnecessarily dragged them before the commission and should bear the costs. There is no cause of action against the 3rd opposite party, and they request the Commission to dismiss the complaint with costs awarded to them.

6. EVIDENCE

The complainant submitted a proof affidavit along with three documents in series and an Expert Commission report, marked as **Exhibits A1 to A3 and C1** respectively. The complainant was examined as **PW1**.

Exhibit A1 series: The Original invoice no's- 823 dated 29/04/2014, 6414 dated 24/11/2014, 3137 dated 19/07/2014, 3267 dated 24/07/2014, 2708 dated 03/07/2014, 845 dated 30/04/2014, 2985 dated 12/07/2014, and 2945 dated 11/07/2014 issued by first Opposite Party.

Exhibit A2 series: Statement of Account of the joint account of the complainant and his wife maintained at State Bank of India, CEPZ Branch, for the period from 02/04/2014 to 31/08/2014.

Exhibit A3 series: Photocopy of the ledger Account maintained by the complainant.

Exhibit C1: Expert commissioner's report.

The first Opposite Party also submitted a proof affidavit and documents, which are identical to those submitted by the complainant and Exbt.B1 series marked from the side of the 1st opposite party at the time of cross examination of the 1st opposite party. The opposite party filed witness list along with Interlocutory Application. Expert witness Sri.Nymel Thokliyath was examined by the opposite party's counsel as 'DW2'. The first Opposite Party was examined as DW1.

7. Points for Consideration:

The main points to be analysed in this case are as follows:

- i) Whether the complaint is maintainable or not?
- ii) Whether there is any deficiency in service or unfair trade practice from the side of the opposite party to the complainant?
- iii) If so, whether the complainant is entitled to get any relief from the side of the opposite party?
- iv) Costs of the proceedings, if any?

Point No. (i)

i) Whether the complaint is maintainable or not?

For the sake of convenience we have considered issue Nos. 2, 3 4 and 5 together.

A. As per Section 2 (1) (d) of the Consumer Protection Act, 1986, a consumer is a person who buys any goods or hires or avails of any services for a consideration that has been paid or promised or partly paid and partly

promised, or under any system of deferred payment. **Exhibit A1 series** transactions show that consideration is paid by the Complainant to the 1st Opposite Party. Hence, the complainant is a consumer as defined under the Consumer Protection Act, 1986.

B. Whether the complaint is barred by limitation?

The issue of limitation was called into question by the 2nd Opposite Party before this Commission in I.A 146/2024, which was dismissed vide order dated 08.02.2024. A Revision Petition was filed by the 2nd Opposite before the Hon'ble State CDRC in R P No. 7 of 2024, which was allowed, setting aside the order of this Commission in I.A 146/2024, dated 08.02.2024 and the matter was remanded back to this Commission with a direction to consider the matter of limitation raised in the I.A at the time of final disposal of the complaint.

C. The question of limitation is hence considered as per the orders of the Hon'ble State Commission in RP No.7/2024

The complainant had approached the 1st and 3rd Opposite Party to rectify and replace the tiles as the 2nd Opposite Party denied liability claiming that the said problem occurred due to manufacturing defect and lack of quality of tiles sold by the opposite party 1 and 3.

During cross-examination, DW1 testified that the 3rd Opposite Party, the tile manufacturer, provides a warranty. However, when questioned about the duration of this warranty, he stated that he could not specify a 'specific period.' From this, it can be clearly inferred that the first opposite party does not limit the warranty period of the tiles in question to a specific timeframe which would attract the question of limitation here. Once the question of warranty is admitted by the 1st and 3rd Opposite Parties the burden of proof for showing the duration of the warranty is on them.

Moreover, the 3rd Opposite Party, in their submission, acknowledged that a representative from their side visited the complainant's home for inspection, though the exact date of this inspection was not disclosed in their version. Additionally, DW1 admitted during cross-examination that the

inspection occurred around 2018 and did not disclose about the duration of the warranty of the tiles.

The Honourable Supreme Court's decision in Civil Appeal No. 3883/2007 (National Insurance Co. Ltd v. Hindustan Safety Glass Works Ltd) supports that the provisions of the limitation act should not disadvantage a consumer when the supplier causes delays.

The opposite parties' failure to provide crucial evidence, such as warranty and test reports on the quality of the tiles even after the dispute was raised to them as evidenced by the deposition of **DW1** during cross-examination fortifies the argument of the Complainant that there is continuing cause of action which should be construed in favour of the consumer. Hence issue No (i) is proved in favour of the complainant and thereby the orders issued by the Hon'ble State Commission in RP No.7/2024 is complied with by this Commission.

Pont No. (ii), (iii) and (iv)

Deficiency in service or unfair trade practice on the part of the opposite parties is alleged by the complainant as the tiles de-bonded, cracked, and remained in a dilapidated condition soon after installation, causing significant inconvenience and hardship. To ascertain the fact of the matter an expert commissioner was appointed by this Commission who filed a report in I. A 208 of 2021 which was objected by the complainant alleging that it had some defects and errors and no lab report was attached to the expert commissioner's report. Hence, another I.A 525 of 2022 filed by the complainant along with the panel of experts which was allowed and Shri. Nymel Thokliyath was appointed as the Expert Commissioner.

A) Summary of the Expert Commissioner's report

Expert Commissioner Sri. Nymel Thokliyath inspected the complainant's residence "Punjabi House" on 29-11-2022, in the presence of the complainant, his counsel, Sri.K.A.Pious (2nd opposite party) and Sri.Felix and representatives from the opposite parties. His final report dated 11-01-2023 revealed that the tiles met IS 13630 standards for colour, texture, quality, and

durability, with lab results attached as Annexure 1. Measurements of the rooms and current floor conditions showed significant damage, documented with photos (Annexures 2 and 3). The tiles, 800mm x 800mm and 9.5mm thick, were improperly laid without spacers or adhesives, leading to damage. Relevant IS code pages are attached as Annexure 4. The estimated cost for dismantling and replacing tiles, including labour, is ₹7,58,641. Additionally, due to flooring damage and insufficient waterproofing, dampness affected wardrobes and cupboards, with replacement costs estimated at ₹3,50,000 and interior rectification at ₹5,50,000. Thus, the total cost required for rectification is ₹16,58,641/- (Rupees Sixteen Lakhs Fifty-Eight Thousand Six Hundred Forty-One Only). The materials used are of sound quality and meet IS specifications, but improper laying techniques caused the damage.

B) Objection of the 2nd Opposite Party to the Expert Commission Report

The 2nd opposite party, objects to the commission report by expert commissioner Sri. Nymel Thokliyath, stating that the estimated costs of materials and labour are exaggerated and unreasonable, intended to benefit the complainant without a basis. The report is criticized for using current practices rather than those at the time of the house's construction. The assessment of interior work is deemed unreliable, based on indirect opinions without proper inspection or expert presence, making Rs. 5,50,000/- estimate baseless. Additionally, the expert commissioner failed to check the water level under the kitchen and dining area's concrete floor.

The 1st and the 3rd Opposite Parties did not file any objection to the Expert Commission Report (**Exhibit C1**).

The counsel for the complainant filed a detailed argument note.

Heard the learned counsel for both parties. Opposite Parties have not filed any argument note.

The complainant was made to believe by the 1st and 3rd opposite parties that the tiles in question were of international standard and quality, suitable for in-house use with excellent perfection and finishing. Based on these assurances, the complainant purchased the tiles. The 1st Opposite Party

has denied any involvement of the 2nd Opposite Party for entrusting them in laying the tiles as per their version and the deposition of DW1. Exhibit A3 the ledger was produced by the complainant to substantiate the involvement of the 1st Opposite Party in the laying of tiles.

The complainant entrusted the laying of the tiles to the 2nd opposite party, who demanded Rs. 1,00,000 as laying charges, which the complainant paid in instalments to the 2nd opposite party and his co-worker. The payment details are documented in Ext.A2 series, which was not contested by the opposite parties, thereby conclusively proving the contentions. (**Exhibit A2 series**).

We have meticulously considered the detailed submissions of both parties, as well as thoroughly reviewed the entire record of evidence, including the argument notes.

In this case, the complainant alleges that the 1st opposite party suggested and recommended the 2nd opposite party for laying the tiles. However, the complainant has not produced any evidence to substantiate this allegation. Upon verification of **Exhibit A2**, it is evident that the payment for the work was made directly by the complainant to the 2nd opposite party. This clearly establishes the involvement of the 2nd opposite party in the execution of the work. Therefore, the allegation that the 1st opposite party entrusted the 2nd opposite party with the work is not supported by any evidence.

The complainant also provided evidence of payments to the second opposite party and his co-worker, marked as **Exhibit A2 series**. These were not contested by the opposite parties, thereby confirming their authenticity. Additionally, a bank transaction to the second opposite party, marked as **Exhibit A3 series**, was also uncontested and conclusively proven.

The Consumer Protection Act 1986 defines '**deficiency**' as any fault, imperfection, shortcoming or inadequacy in the quality, nature, and manner of performance which is required to be maintained by or under any law for the time being in force or has been undertaken to be performed by a person in pursuance of a contract or otherwise concerning any service.

In the facts of the present case, there is a clear '**deficiency in service**' on the part of the opposite parties as envisaged under the provisions of the Consumer Protection Act 1986.

The opposite parties are accused of adopting **unfair trade practices**, defined as methods or practices intended to promote sales or services through unfair or deceptive means. This includes falsely representing goods as being of a particular standard, quality, quantity, grade, composition, style, or model. The complainant asserts that there is a clear deficiency in service by the opposite parties, who have engaged in such unfair trade practices, misrepresenting the quality and standard of the tiles sold. This act of the opposite parties violates consumer trust and reflects a significant lapse in service quality and ethical business conduct.

The complainant alleged that the tiles manufactured and imported by the 3rd opposite party, and sold through the 1st opposite party, were of substandard and inferior quality. However, no proof was provided by the complainant to support this claim, and this allegation was not substantiated in the report of the Expert Commissioner (**Exhibit C1**).

The 2nd opposite party demonstrated deficient service due to poor workmanship and lack of expertise, leading to tile de-bonding. The 2nd opposite party failed to show due diligence, good workmanship, or use quality adhesives or cement in laying the tiles. These actions amount to a deficiency in service and unfair trade practices. Consequently, the complainant has suffered severe mental agony due to these deficiencies and deceptive practices.

It is further submitted that in the cross-examination **DW 1** had deposed that on receiving the complaint from the complainant about the defects in the tiles and their laying, The 1st and 2nd opposite parties and the 3rd opposite party had visited the residential building of the complainant and assured to resolve the issue. He also deposed that he is not aware of the period when the defects are noted in the tiles. According to him, the defects are caused due to the improper laying of the tiles. He also deposed that he was not the person who visited the residential building of the complainant before 2018, but a person from the 1st opposite party had visited the building of the complainant. He further submitted that according to **DW 1**, a warranty is provided for the tiles purchased by the complainant, and he does not remember the warranty period.

In addition to that, DW 1 also deposed that he had seen the guarantee details provided to the tiles in question, but he had not seen the test report of those tiles to ascertain their quality. Thus, from the deposition of **DW 1**, it is proved that there is a guarantee to the tiles purchased by the complainant, and the opposite parties wilfully suppressed those vital documents before this Commission and also did not provide any such warranty details to the complainant. This action of the opposite parties violates the complainant's right to be informed as per **The Consumer Protection Act, 1986, Chapter II, section 6 (b)**:

"The right to be informed about the quality, quantity, potency, purity, standard and price of goods [or services, as the case may be,] so as to protect the consumer against unfair trade practices;" and amounts to unfair trade practice and deficiency in service on their part."

According to **DW1**, there is a warranty and test report for the tiles purchased by the complainant. However, the 1st opposite party and the 3rd opposite party wilfully withheld this evidence before the Commission. This action suggests that if the evidence were presented, it would likely be detrimental to their case.

The Right to Be Informed ensures that consumers are provided with all necessary details about the quality, quantity, potency, purity, standard, and price of goods and services to protect against unfair trade practices. Consumers should seek complete information before making choices to act wisely and responsibly. This consumer right, defined under the Consumer Protection Act, 1986, aims to safeguard consumers from high-pressure selling techniques by providing transparency about products and services. Knowing all relevant details, including ingredients and potential side effects, allows consumers to make informed decisions and avoid deceptive practices.

In this case, the 2nd opposite party, who laid the tiles, filed his version and denied the complainant's allegations. According to the 2nd opposite party, he did not perform any work for the complainant, but he

provided no explanation or evidence to deny the monetary transactions between him and the complainant. The complainant produced **Exhibit A2 series and A3 series** to prove the payment made to the 2nd opposite party, and the 2nd opposite party did not dispute these exhibits. Furthermore, the 2nd opposite party did not raise any issue regarding the non-joinder of necessary parties in his version.

During the hearing, the counsel for the 2nd opposite party argued that other co-workers were involved in the tile laying and that the 2nd opposite party alone should not be held responsible for any defective work. However, the 2nd opposite party had no such pleading in his version and had acknowledged receiving payment from the complainant for the tile laying work. Therefore, this argument is not sustainable.

Additionally, the 2nd opposite party admitted the receipt of the lawyer's notice dated 17/02/2018 and claimed that he visited the complainant's house upon receipt of lawyer notice. Despite trying to establish that he did not perform any tile work for the complainant, the 2nd opposite party did not dispute the acknowledgement of payment as per **Exhibit A2 series and A3 series**. Moreover, he admitted the receipt of the lawyer's notice but did not respond, which further implicates his involvement in laying the tiles and proves his poor workmanship.

Therefore, the 2nd opposite party is liable to pay compensation to the complainant for the deficiency in service. It is also noted that the 2nd opposite party actively participated in the inspection conducted by the Expert Commissioner, as recorded in the Commissioner's report (**Exhibit C1**). If the 2nd opposite party had not done any tile work for the complainant, he would have avoided participating in the inspection conducted by the Expert. His active involvement during the inspection and his requests to the Commissioner to prove his role in laying the tiles at the complainant's residence reveals his involvement doubtlessly.

In this case, the opposite parties failed to prove that there was no deficiency in service or unfair trade practice on their part. They did not provide any cogent and reliable evidence to substantiate their claims and deliberately withheld evidence. According to the 1st opposite party, there is a warranty for the tiles purchased by the complainant and a test report for the tiles. However, neither the 1st opposite party nor the 3rd opposite party produced any documents to prove the warranty or the quality of the tiles through the test report which ought to have been provided to the complainant while these tiles were purchased by him. The withholding of these details constitutes unfair trade practices. The complainant suffered significant hardship and mental agony due to the actions of the opposite parties and is legally entitled to the reliefs requested in the complaint.

The opposite parties raised a contention of limitation, which was not pleaded by the 2nd opposite party in his version. Additionally, there is no case from the opposite parties suggesting that they delivered and had laid damaged tiles at the complainant's residence. Therefore, the limitation period from the date of purchase of the tiles does not apply in this case.

In National Insurance Co. Ltd. v. Hindustan Safety Glass Works Ltd. [(2005) 7 SCC 382], the Supreme Court emphasized:

"In our opinion, in a dispute concerning a consumer, it is necessary for the courts to take a pragmatic view of the rights of the consumer principally since it is the consumer who is placed at a disadvantage vis-à-vis the supplier of services or goods. It is to overcome this disadvantage that a beneficent legislation in the form of the Consumer Protection Act, 1986 was enacted by Parliament. The provision of limitation in the Act cannot be strictly construed to disadvantage a consumer in a case where a supplier of goods or services itself is instrumental in causing a delay in the settlement of the consumer's claim. That being so, we have no hesitation in coming to the conclusion that the

National Commission was quite right in rejecting the contention of National Insurance in this regard."

Based on the above observations and the detailed analysis, we find that the complaint is maintainable, there is a clear deficiency in service and unfair trade practice by the opposite parties, and the complainant is entitled to get relief.

The 1st and 3rd opposite parties are liable for the unfair trade practices, service deficiency, and failure to rectify the defects despite assurances. They wilfully suppressed vital documents before this Commission and did not provide any warranty details to the complainant. This action of the opposite parties violates the complainant's right to be informed as per the Consumer Protection Act. The 2nd opposite party is liable for poor workmanship and deficiency in service.

In our observation, this case exemplifies the profound impact that consumer grievances can have on an individual's life. The complainant, a well-known cine artist, trusted the assurances of the opposite parties and made a significant investment in his dream home, 'Punjabi House,' only to be met with poor workmanship and exploitation. The frustration and mental agony he endured while navigating the labyrinth of broken promises and unfulfilled commitments serve as a stark reminder of the vulnerability of consumers in the face of negligence. The 2nd opposite party demonstrated deficient service due to poor workmanship and lack of expertise, leading to tile de-bonding. The wilful suppression of vital documents, including warranty information and other records of the tiles purchased by the consumer, by the 1st and 3rd opposite parties, constitutes a violation of the consumer's 'right to information,' a fundamental statutory right. We are therefore of the opinion that it is our duty to ensure such injustices are curtailed and rectified, restoring faith in the consumer protection framework and affirming that the rights and dignity of individuals must always be upheld.

We determine that issue numbers (I) to (IV) are resolved in the complainant's favour due to the significant service deficiency and the unfair trade practices on the part of the opposite parties. Consequently, the complainant has endured considerable inconvenience, mental distress, hardships, and financial losses as a result of the negligence of the opposite parties.

In view of the above facts and circumstances of the case, we are of the opinion that the opposite parties are liable to compensate the complainant.

Hence, the prayer is partly allowed as follows:

- I. The 2nd opposite party shall pay ₹16,58,641/- (Rupees Sixteen lakh fifty-eight thousand six hundred forty-one only) to the complainant for the damage suffered due to poor workmanship in the laying of tiles and deficiency in service, as per the expert commissioner's report (**Exhibit C1**).
- II. The opposite parties shall pay ₹1,00,000 (Rupees One Lakh Only) to the complainant as compensation for monetary loss, hardship suffered, unfair trade practices, and the mental agony and physical hardships endured by the complainant.
- III. The opposite parties shall also pay the complainant ₹25,000/- (Rupees Twenty-Five Thousand Only) towards the cost of the proceedings.

The opposite parties are jointly and severally liable for the fulfilment of the above orders, except for point I, which shall be paid by the 2nd Opposite Party alone. This order shall be executed within thirty (30) days from the date of receipt. Failure to comply with the payment of amounts ordered above under points I and II will result in interest accruing at the rate of 9% per annum from the date of filing the complaint (16.05.2018) until full payment is realized.

Pronounced in the Open Commission this the 31st day of July, 2024.


D.B. Binu, President


V. Ramachandran, Member


Sreevidhia T.N. Member