

Heading1
Heading2

Complaint Case No. CC/10/2022
(Date of Filing : 15 Feb 2022)

1. DR. SHOBHIT SINGH

.....Complainant(s)

Versus

1. UJJAWAL PACKERS & MOVERS

.....Opp.Party(s)

BEFORE:

HON'BLE MR. SH,SURESH KUMAR GUPTA PRESIDENT
HON'BLE MS. HARSHALI KAUR MEMBER
HON'BLE MR. RAMESH CHAND YADAV MEMBER

PRESENT: None

.....for the Complainant

Dated : 31 May 2024

Final Order / Judgement

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/10/22

Date of Institution:- 10.10.2012

Order Reserved on:- 20.05.2024

Date of Decision:- 31.05.2024

IN THE MATTER OF:

Dr.Shobit Singh

Flat no.205, T-3, CSP,

DLF Capital Greens

Moti Nagar, New Delhi

..... Complainant

VERSUS**1. The Proprietor/Manager**

M/s Ujjawal National Packers and Movers,

Plot No.10, Gali No.5-A,

MunirkaKunj, Najafgarh, New Delhi - 110043

Per Dr.HarshaliKaur, Member

1. The complainant hired the services of the OP packers and movers to transfer his household goods from New Delhi to Ernakulam (Kochi) on 18.02.2021, which was delivered to him after one month on 18.03.2021.
2. The complainant alleges that as per the agreed terms and conditions between the complainant and the OP, it was decided that the OP would provide the packing and shifting of his household items from Delhi to Kochi and unpacking of the same at the destination, i.e., Kochi. The complainant paid Rs. 54,000/- for this service. The OP issued a bill no. 087 dated 18.02.2021 towards the consideration amount paid by the complainant.
3. It is the complainant's case that the goods arrived after a considerable delay and beyond the promised day, and the OP did not provide the unloading and unpacking service despite the complainant requesting the same. He, therefore, had to pay an additional cost of Rs. 5000/- to local labourers, above and beyond the amount paid for the same service of unloading and unpacking the transported household goods to the OP.
4. Further, the complainant alleges that one item, an IKEA tabletop worth Rs. 7,500/- was missing when he received his household goods in Kochi. The complainant informed the OP, who did not give him any clear answer. Only after repeated follow-ups did, the OP personnel admit that the IKEA Table Top was lying in the godown of the OP in Delhi.
5. The complainant was assured that the OP would deliver the IKEA tabletop to the complainant whenever any other truck would be going from Delhi to Kochi. But despite the passing of 8 months, the OP has not delivered the missing item, due to which he had to purchase a new tabletop worth Rs. 15,000/- which caused him mental trauma, financial loss and embarrassment.

6. Hence, alleging deficiency in service, the complainant filed the present complaint under Section 35 of the Consumer Protection Act, 2019 praying for directions to the OP to pay Rs. 45,000/- including compensation and damages along with interest @ 18% p.a. from February 2021 till realization and Rs. 25,000/- towards litigation cost.
7. Notice was issued to the OP who did not appear before this commission despite adequate service. Hence, the OP was proceeded ex-parte vide order dated 28.10.2022.
8. Thereafter, the complainant filed the ex-parte evidence reiterating the averments as made in his complaint and filed his written arguments. We have heard the Ld. counsel of the complainant alone, as the OP did not appear to address the oral final arguments.
9. We have considered the facts and circumstances of the present complaint and have carefully perused the documents filed by the complainant to substantiate his testimony. The complainant has filed a copy of the bill issued by the OP dated 18.02.2021 for the amount of Rs. 54,000/-. A bare perusal of the bill clarifies that the OP charged Rs. 40,000/- towards Transportation Charges, which included a Loading Charge and Unloading Charge on page no. 12 of his complaint. Pages no. 14 and 15 are the copies of the Article List in which Point 45 is the 'dining top' duly received by the OP on 18.03.2021 for transporting the 64 household items of the complainant to Kochi. The complainant has also annexed the copy of the legal notice sent to the OP along with the tracking report and postal receipt to show that the same was duly received by the OP.
10. The complainant's grievance is that the OP misplaced an item, an IKEA tabletop, which he claims was worth Rs. 7,500/- and has not been returned to him to date. The OP also did not provide the unloading and unpacking service at Kochi which was included in the amount paid by him to transport his goods from Delhi to Kochi.
11. Since the OP is ex-parte, we have no reason to disbelieve the complainant's unrebutted and uncontroverted testimony, which he has corroborated with documentary evidence.
12. Hence, besides the IKEA Table Top worth Rs. 7,500/- which was lost by the OP and the complainant had to pay an additional cost for unloading and unpacking his household goods of Rs. 5000/- to the labourers, the complainant received the rest of the 63 items at the destination, as admitted by the complainant.

13. Hence, allowing the complaint, we direct the OP to pay a lumpsum amount of Rs. 30,000/- towards refund, compensation for mental agony suffered by him, inclusive of litigation cost.

- 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 31.05.2024.

**[HON'BLE MR. SH. SURESH KUMAR GUPTA]
PRESIDENT**

**[HON'BLE MS. HARSHALI KAUR]
MEMBER**

**[HON'BLE MR. RAMESH CHAND YADAV]
MEMBER**