

Complainant to the
opposite party no. 1
and



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Complainant That the complainant is a subscriber of telephone No. 605917 prior to 14.

3. 1991 number whereof was 51917. That his telephone went out of order on 29. 1.

1991. Several complaints were lodged with the department concerned' which did not yield any result. That a written complaint was lodged by him in the office of the opposite party No.

1 and 11. 2. 1991 and also on 11. 3.

1991. Nothing happened. He then approached personally to the Sub Divisional Phones (East) Allahabad and filed a written complaint with him on 11. 3. 1991, on 14. 3. 1991 his telephone line was made operational. That on 1.

4. 1991 the communication system installed at the residence of the complainant was again found paralysed. The matter was again reported to the department. Authorities did not take any action. He then lodged a written complaint in the office of the opposite party No. 2 on 2. 4.

1991. It did not find any response from the opposite parties No. 1 and 2. Another written complaint was lodged in the office of the opposite party No. 2 on 16. 4. 1991.

It also remained unattended. Complainant then moved to the opposite party No. 1 and presented before him a written complaint on 24. 4.

1991 whereafter the telephone service of the complaint was revived on the same day after continuous 24 days fault in the line. That the complainant paid his telephone bill dated 1. 11. 1990 amounting to Rs.

205. 00 on 11. 12. 1990 vide receipt No. 0388.

On 15. 12. 1990 he was asked by the opposite party No. 3 to pay bill dated 1. 9. 1990 by 17. 12.

1990 failing which telephone connection was liable to be disconnected by 5 p. m. same day. The complainant never received bill dated 1. 9. 1990 till date in original.

He approached the opposite party No. 3 for a duplicate bill dated 1. 9. 1990 when he was told by him that another bill dated 1.

11. 1990 be paid on the same day itself without which the payment of bill dated 1. 9.

1990 would not be accepted. Request of the complainant to accept the amount of bill dated 1. 9. 1990 and allow some time to trace and produce receipt of payment of bill dated 1. 11.

1990 was turned down by the opposite party No. 3 and the complainant was forced to pay both the bills on 17. 12. 1990 although the bill dated 1. 11. 1990 stood paid vide receipt No. 0388/83 dated 11. 12.

1990. That Bill dated 1. 5. 1991 charged Rs. 200. 00 on account of rent from 1.

6. 1991 to 31. 7.

1991. Bill dated 1. 6. 1991 charged for rent from 1. 7. 1991 to 31. 8.

1991. Thus, the applicant has been charged rent for the month of July 1991 twice. That on account of dereliction of duty and negligence on part of the opposite parties Nos. 1, 2 and 3 the complainant suffered loss and injury due to deprivation, harassment, mental agony and loss of professional practice and for which he is entitled to compensation and refund of excess amount charged by the department. That the complainant sent a notice to each of the opposite parties Nos. 1, 2 and 3 by registered post asking them to pay him a sum of Rs.

7, 445. 00 which now stands to Rs. 7, 545. 00 along with interest thereon till the date of the actual payment to which none of the three responded. That it is surprising that none of the opposite parties Nos.

1, 2 and 3 has replied to any of the letters and complaints lodged with them till date. That in the interest of justice the complainant should be paid by the department through the opposite parties Nos. 1, 2 and 3 as under :

Compensation of Rs.

6, 900. 00 @ 100. 00 per day for 69 days during which the telecommunication system remained paralysed, for the loss and injury caused to the complainant due to negligence and dereliction of duty on the part of the opposite parties Nos. 1, 2 and 3.

payment of Rs. 205. 00 as stated in para 5 hereto along with interest @ 12% p. a. till the date of actual payment.

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payment of Rs. 230. 00 as refund of rental for 69 days as stated in paras 2, 3 and 4 hereof. payment of a sum of Rs. 100. 00 being amount of rent for the month of July charged by the opposite party No.

3 twice as stated in para 6 hereto. payment of a sum of Rs. 110. 00 towards cost of notices including charges for stationary, postage etc. given to the opposite parties Nos. 1, 2 and 3. That in support of the above averments and claims following documents have been enclosed along with this complaint :

Letter dated 11. 2.

1991 addressed to the Opposite Party No. 1 as annexure No. 1 (Photocopy)

2. Letter (Photocopy) addressed to Opposite Party No. 1 dated 11. 3. 1991 as annexure No.

2. Photocopy of letter dated 13. 3. 1991 addressed to opposite party No. 2 as annexure No. 3. Photocopy of letter addressed to Opposite Party No. 2 dated 2.

4. 1991 as annexure No. 4. Photocopy of the letter dated 16. 4. 1991 addressed to the Opposite Party No.

2 as annexure 5. Photocopy of the letter dated 24. 4. 1991 addressed to the Opposite Party No.

1 as annexure No. 6. Photocopy of bill dated 1. 11.

1990 as the annexure No. 7. Photocopy of receipt No. 0388/83 dated 11.

12. 1990 as annexure No. 8. Photocopy of demand bill for outstanding telephone dues as annexure No. 9. Photocopy of receipt No.

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0391/173 dated 18. 12. 1990 as annexure No. 10. Photocopy of bill dated 1. 5. 1991 as annexure No. 11.

Receipt No. 4243/167 dated 15. 5. 1991 as annexure No. 12 (Photocopy). Photocopy of bill dated 1. 6. 1991 as annexure No.

13. Photocopy of receipt No. 4233/122 as annexure No. 14. Photocopy of legal notice given to the opposite parties Nos. 1, 2 and 3 as annexure No. 15. Affidavit of the complainant as annexure No.

16. That the cause of action arose on 29. 1. 1991 when the telephone of the complainant went out of order and the system remained disrupted for 69 long days merely due to the dereliction of duty and negligence of the opposite parties Nos. 1, 2 and 3. That for the purposes of Section 11 of the Act compensation claimed by the complainant is below Rs. 1, 00, 000.

00 so this Forum has jurisdiction to determine and adjudicate upon this consumer dispute. That there is a duty cast upon the District Manager Telephones, the opposite party No. 1 and the officials working under him to maintain trouble free service of the communication system installed at the premises of the complainant and to which they have miserably failed which has put the complainant to great deal of inconvenience expense and mental agony. That in the interest of justice the claims of compensation and refund should be allowed and also the interest as stated here before. Complainant