

**Consumer Disputes Redressal Forum, Kottayam  
Kottayam**

**Complaint Case No. CC/204/2023  
( Date of Filing : 01 Jul 2023 )**

1. Prakashan A V  
Arackal House, Kallara P O Kottayam.  
Kottayam  
Kerala

.....Complainant(s)

Versus

1. Reecco Energy India Pvt Ltd  
Pala road, Chungam. Thodupuzha

.....Opp.Party(s)

**BEFORE:**

**HON'BLE MR. V.S. Manulal PRESIDENT  
HON'BLE MRS. Bindhu R MEMBER  
HON'BLE MR. K.M.Anto MEMBER**

**PRESENT:**

**Dated : 31 Oct 2023**

**Final Order / Judgement**

**IN THE CONSUMER DISPUTES REDRESSAL COMMISSION, KOTTAYAM**

**Dated this the 31st day of October, 2023**

**Present: Sri.Manulal.V.S, President**

**Smt.Bindhu.R, Member**

**Sri.K.M.Anto, Member**

**CC No.204/2023 (Filed on 01/07/2023)**

Complainant : Prakasan A.V,  
Arackal House,  
Kallara South P.O,  
Kottayam – 686

611.

**Vs.**

Opposite party : REECO Energy India (P)  
Limited,  
Pala Road,  
Chungam, Thodupuzha –  
685 584.

### **ORDER**

#### **Smt.Bindhu.R, Member**

The complaint is filed under Section 35 of the Consumer Protection Act 2019.

The complainant paid Rs.80,000/- to the opposite party on 11/03/2023 for installation of solar power generation unit in his house but till date no move has been made by the opposite party to install the solar power generation unit. During this time the complainant contacted the opposite party several times over phone and they said many excuses and told that the work would be done on 8/06/2023. But on that day also they did not turn up. After that on phone when trying to contact no response was available. On 13/06/2023, the complainant went directly to the opposite party's company in Thodupuzha. Even then they asked for more time. The opposite party finally fixed the date of commencement of work as 23/06/2023. The complainant has done some works in connection with the proposed solar unit in the house and the opposite party has not taken any steps to install the solar power unit even after this long time due to lack of service and improper business policy on the part of the opposite party. That is why this complaint has been filed for getting compensation from the opposite party to obtain a direction to the opposite party to install the unit as soon as possible or refund the advance amount along with interest and to pay Rs.5,000/- as cost and Rs.10,000/- as compensation.

Even after receipt of notice, the opposite party did not appear or file version within the statutory period. So the opposite party was set exparte.

The complainant filed evidence affidavit and 8 documents which were marked as Exhibits A1 to A8.

On the basis of the pleadings and evidence on record we would like to frame the issues as whether there is any deficiency of service made out by the opposite party and if so what are the reliefs to be granted.

The case of the complainant is that he had paid Rs.80,000/- as an advance payment for the installation of a solar power generation unit to the opposite party but even after months the opposite party is not taking any steps to install the unit which is a deficiency in service on the part of the opposite party.

The document Exhibit A1 is the cash receipt issued by the opposite party to the complainant upon receipt of Rs.80,000/- dated 11/03/2023. Exhibit A3 is the letter issued by the opposite party seeking time for the installation of the unit after 3 months of payment of money.

The opposite party did not care to appear before the Commission and contest the case.

From the complaint and the documents produced by the complainant it is evident that the opposite party has received Rs.80,000/- from the complainant towards the advance payment for the installation of the 3KWp Solar power generating system under Soura program of KSEB as consumer number 114 648-501-4897. The amount was transferred through bank account as per Exhibit A2, Exhibit A4 and Exhibit A5.

Even after 7 months of accepting the advance amount for the installation of the solar unit the non-installation from the part of the opposite party can be considered as a deficiency in their service. A service provider is expected to render its service without any imperfection shortcoming or inadequacy in the quality, nature and manner of performance. Moreover any act of negligence or omission also will be considered as a deficiency in service.

As per the Consumer Protection Act 2019 Section 2(11) Deficiency means any fault, imperfection, shortcoming or inadequacy in the quality, nature and manner of performance it 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 in relation to any service and includes

- i. any act of negligence or omission or commission by such person which causes loss or injury to the consumer and
- ii. deliberate withholding of relevant information by such person to the consumer.

The complainant has produced taxi fare receipts of Rs.7,000/- in total because of the deficient act of the opposite party.

Hence we find that the omission on the part of the opposite party to perform the service expected to be done from them is a gross deficiency and so we allow the complaint vide following order :

### **ORDER**

(1) The opposite party is directed to install the solar power generation unit in the promised specification in the complainant's house failing which return the advance amount of Rs.80,000/- with 9% interest p.a. from the date of receipt 11/03/2023 within 30 days of receipt of the copy of this order.

(2) The opposite party is directed to pay Rs.7,000/- (Rupees Seven Thousand only) towards the compensation along with Rs.1,000/- (Rupees One Thousand only) towards the litigation cost.

The order shall be complied within 30 days from the date of receipt of a copy of this order, failing which the award amount shall carry an interest @ 9% p.a. till realization.

Pronounced in the Open Commission on this the **31st** day of **October, 2023**

**Smt.Bindhu.R, Member**                      Sd/-

**Sri.Manulal.V.S, President**              Sd/-

**Sri.K.M.Anto, Member**                      Sd/-

### **APPENDIX :**

#### **Exhibits from the side of the Complainant :**

- A1 - Copy of Cash Receipt dated 11/03/2023 for Rs.80,000/-  
as advance
- A2 - Copy of cash transaction slip dated 11/03/2023  
for Rs.80,000/-
- A3 - Copy of opposite party's letter dated 13/06/2023  
regarding request for extension of time for the  
delivery of the material
- A4 - Copy of letter of Acceptance
- A5 - Copy of Solar Power Project Proposal
- A6(series) - Copy of Taxi Vouchers(6 Nos)
- A7 - Copy of Adhar Card of the complainant
- A8(series) - Copy of Medical records issued by Bharath  
Cardiovascular Institute, Kottayam

**Exhibits from the side of Opposite party :**

Nil.

**By Order,**

**Sd/-**

**Assistant Registrar**

**[HON'BLE MR. V.S. Manulal]  
PRESIDENT**

**[HON'BLE MRS. Bindhu R]  
MEMBER**

**[HON'BLE MR. K.M.Anto]  
MEMBER**