

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, ERNAKULAM**

**Dated this the 27<sup>th</sup> day of September, 2025**

**Filed on: 11. 01. 2024**

**PRESENT**

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

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

**CC.No. 56 of 2024**

**COMPLAINANT:**

Deepanjali.P.B, W/oViju.V, Perumchery Puthen Veedu, Mudakkuzha.P.O, Akanad,  
Vengoor West, Ernakulam,Kerala -683546.

*(Adv. Mishal.M.Dasan, Flat No.55/2332, Cheruparambath Apartments, Mattalil  
Temple Road, Kadavanthra.P.O, Pin -682020. Ernakulam)*

**VS**

**OPPOSITE PARTY:**

Pradeep Kumar.S (Owner of M/s Prima Everlast Roof Makers), Sangeetha  
Apartment, Azad Road, Ernakulam-682017

**FINAL ORDER**

**D.B. Binu, President:**

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

The complaint was filed under Section 35 of the Consumer Protection Act, 2019. The complainant engaged the opposite party to execute truss roofing for her house on her family property at Perumbavoor. Relying on the opposite party's representations of ample experience and an efficient workforce, the complainant executed an agreement dated 25.11.2022, supported by a quotation issued by the opposite party. Though work was to commence on 28.11.2022, materials for the framework arrived only on 30.11.2022 and were initially of inferior quality; these

were replaced after the complainant objected. Following a brief pause due to the complainant's father's demise on 01.12.2022, work resumed on 05.12.2022. Despite assuring on-site supervision, the opposite party were largely absent during execution. On 12.01.2023, they declared the truss work complete. The complainant made all payments via bank transfer as per the agreement.

On 03.06.2023, with the onset of monsoon, serious defects emerged: rainwater entered through multiple holes in the roofing sheets, and inadequate truss proportions along the four sides of the "naduthalam" allowed further ingress. Although the complainant had flagged improper sheet arrangements during execution and later shared the condition via WhatsApp, only a superficial visit occurred in December 2023, when a few screws were inserted; no substantive rectification followed despite repeated requests. The complainant, having paid ₹7,72,200/-, alleges deficiency in service and negligence by the opposite party, supported by bank records and fifteen photographs showing uneven sheet cutting, improper nailing, and water damage.

## **2. NOTICE:**

A notice was issued to the Opposite Party on 07. 02. 2024. The postal article was returned endorsed "unclaimed"; accordingly, service is deemed to have been duly effected. As the Opposite Party did not file its written version within the statutory period prescribed by law, the Commission proceeds against it ex parte.

## **3. EVIDENCE:**

The complainant filed a proof affidavit and produced four documents along with the complaint, marked as **Ext.A1 to Ext.A3 and Ext.A4 (series)**. In addition, the Expert Commissioner's Report is on record and marked as **Ext.C1**.

- **Ext.A1** – True copy of Agreement.

- **Ext.A2** – True copy of Quotation for roofing work.
- **Ext.A3** – True copy of Bank Account Statement.
- **Ext.A4 (series)** – Photographs
- **Ext.C1** – Expert Commissioner’s Report

#### **4. POINTS FOR CONSIDERATION:**

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

#### **5. Summary of Written Argument Of the Complainant:**

The complainant decided to install truss roofing for the house situated on her family property at Perumbavoor and, after enquiring about reliable firms, engaged the opposite party, who represented that he had ample experience and an efficient workforce. Relying on these assurances, the complainant executed an agreement dated 25.11.2022 with the opposite party for the truss work (**Ext.A1 – true copy of Agreement**), based on the quotation issued by him (**Ext.A2 – true copy of Quotation for roofing work**).

- a. As per the agreement, work was to commence on 28.11.2022. However, the opposite party brought pipes for the framework only on 30.11.2022, and these were of inferior quality; upon the complainant’s immediate objection, the opposite party replaced them with better-quality pipes. Due to the complainant’s father’s demise on 01.12.2022, she requested that work be paused until 04.12.2022. Work recommenced on 05.12.2022. Contrary to his assurance, the opposite party did not

supervise the work in person, stating over the phone that he was arranging matters to ensure perfect finishing as per the agreement (**Ext.A1**).

b. On 12.01.2023, the opposite party informed the complainant that the truss work was complete. All payments were made strictly as per the agreement through the complainant's bank account, as evidenced by the bank statement (**Ext.A3 - true copy of Bank Account Statement**).

c. On 03.06.2023, during the onset of the monsoon, serious defects became evident: rainwater infiltrated the house through multiple holes in the roofing sheets; further, the truss work along the four sides of the "naduthalam" (central ridge) was inadequately proportioned, causing additional ingress of water. The complainant had earlier flagged improper sheet arrangements during the work in December 2022, but the opposite party dismissed the concern as sufficient to prevent leakage. After completion, the complainant sent a video of the condition to the opposite party via WhatsApp and requested rectification.

d. Despite the complaint on 03.06.2023, the opposite party visited the site only in December 2023, when his workers merely inserted a few screws where visible holes were found, promised to rectify the remaining defects shortly, and then left. No further rectification was undertaken despite repeated follow-up calls.

e. The defective workmanship is documented in fifteen photographs showing uneven cutting of roofing sheets, improper nailing, and damage caused by water ingress into the house (**Ext.A4 series - Photographs**).

f. The Expert Commissioner's Report corroborating the deficiencies in the truss work and roofing is on record (**Ext.C1 - Expert Commission Report**).

g. The opposite party failed to appear and did not file any version; he has, therefore, been set ex parte.

The foregoing facts, supported by **Ext.A1, Ext.A2, Ext.A3, Ext.A4 series, and Ext.C1**, establish a clear deficiency in service, negligence, and unfair/deceptive trade practice by the opposite party, causing the complainant monetary loss, mental agony, and hardship.

The record shows that notice was duly issued to the Opposite Party; however, no written version was filed despite the opportunity. The Opposite Party was therefore set ex parte. The complainant produced documents marked **Ext.A1 and Ext.A4 (series)**. The Expert Commissioner's Report (**Ext.C1**) is also marked. All in support of her case. However, the opposite party did not make any attempt to appear in the case and participate in the above proceedings before this commission or set aside the ex parte order passed against them. It was further stated that this illegal, arbitrary and unjustified act of the opposite party amounted to a deficiency in service, indulgence in unfair trade practice, and caused mental agony and hardship to the complainant.

The opposite party's conscious failure to file their written version in spite of having received the Commission's notice to that effect amounts to an admission of the allegations levelled against them. Here, the case of the complainant's stands unchallenged by the opposite party. We have no reason to disbelieve the words of the complainant. The **Hon'ble National Commission** held a similar stance in its order dated 2017 (4) CPR page 590 (NC).

The Commission has carefully perused the complainant's proof affidavit and the documents on record. It is also noted that, despite being afforded an adequate opportunity, the opposite party has not filed written argument notes.

## **6. THE SUMMARY OF THE EXPERT COMMISSIONER'S REPORT ( Ext.C1):**

The Commission has perused the Inspection Report submitted regarding the truss work in the complainant's house. The following material findings are recorded:

1. Total Roofing Area – The total aluminium sheet roofing measures 3558 sq. feet (331 sq. meters).
2. Defects in Workmanship – The roofing work has not been executed in a proper engineering manner. Specific defects were noted in the Nadumuttom canopy, gutter alignment, roof valley/hip portion, drop-down pipe, ridge sheet fixing, and gable work. The workmanship was unskilled and lacking in precision.
3. Leakage Issues – The inspection revealed 64 leakage holes caused by improper drilling and insufficient overlaps. Rainwater enters through these defects during the rains.
4. Cause of Deficiency – The use of unskilled workers and hand drills during the fixing of sheets to purlins is the direct cause of leakage.
5. Feasibility of Repairs – The report categorically states that there is no permanent solution to leakage except re-roofing with new sheets. Temporary repairs estimated at ₹58,000/- may provide partial relief but will not remove the root defect.
6. Cost of Permanent Rectification – The cost for re-roofing with new sheets and rectifying the truss work is assessed at ₹7,11,600/- (Rupees Seven Lakhs Eleven Thousand Six Hundred only).

The Commission adopts the expert findings and holds that the truss work executed in the complainant's house is deficient in service and not in conformity with sound engineering standards. The defects are structural and widespread.

**Issue (i): Maintainability.**

The complaint is maintainable under the Consumer Protection Act, 2019. The complainant qualifies as a "consumer" (Section 2(7)) having hired the opposite party's services for consideration to execute truss roofing for her residence; privity and consideration are evidenced by **Ext.A1 (Agreement)** and **Ext.A3 (Bank Account Statement)**. The subject matter pertains to "service" within the meaning of Section 2(42). Accordingly, the complaint is held to be maintainable. Finding on Issue (i) is in favour of the complainant.

**Issue (ii): Deficiency in Service / Unfair Trade Practice.**

- The complainant's narrative is supported by **Ext.A1 (agreement)**, **Ext.A2 (quotation)**, **Ext.A3 (bank statement evidencing payments)**, and **Ext.A4 series (fifteen photographs showing uneven cutting, improper nailing and water ingress)**.
- Crucially, **Ext.C1 (Expert Commissioner's Report)** records:
  1. total roofing area of about 3558 sq. ft.;
  2. unskilled workmanship and misalignment/gaps in multiple critical areas (nadumuttom canopy, gutter, valley/hip, ridge, gable);
  3. 64 leakage holes caused by improper drilling and insufficient overlaps;
  4. the use of unskilled workers and hand drills as the proximate cause;

5. no permanent solution short of re-roofing; temporary patchwork (₹58,000) is inadequate; and

6. permanent rectification cost assessed at ₹7,11,600/-.

- The opposite party, despite being deemed service and adequate opportunity, did not file a version, did not cross-examine, and did not rebut **Ext.C1**. The expert findings, therefore, stand unimpeached.

In *New India Assurance Co. Ltd. v. Hilli Multipurpose Cold Storage (P) Ltd.*, (2020) 5 SCC 757, the **Hon'ble Supreme Court** affirmed that the Consumer Commission cannot accept a written version beyond the statutorily prescribed period (now reflected in Section 38 CPA 2019). Non-filing within time permits the commission to proceed ex parte on the complainant's evidence.

### **(C) Application to Facts.**

- The workmanship defects recorded in **Ext.C1** are not superficial; they are systemic and structural, producing sustained leakage and damage immediately upon the monsoon.

- The opposite party's assurances of expertise and absence of on-site supervision are inconsistent with the result. The minimal "screw-fix" visit months later did not cure the defects.

- On these facts, the Commission is satisfied that the opposite party's performance falls squarely within "deficiency in service" as per Section 2(11) CPA 2019.

- The photographs (**Ext.A4 series**) corroborate the expert's technical conclusions, and the bank statement (**Ext.A3**) proves consideration.

- There is also an element of unfair trade practice (Section 2(47)) in representing proficiency and quality that were not delivered, inducing the contract.

**Finding on Issue (ii):** In favour of the complainant; deficiency in service and unfair trade practice are proved.

**Issue (iii): Reliefs.**

- Cost of permanent rectification assessed by the Commission-appointed expert at ₹7,11,600/-.

**Finding on Issue (iii):**

The complainant is entitled to a refund, compensation, and costs to ensure complete and effective redress and to protect the efficacy of this award.

**Issue (iv): Costs — Finding.**

In consumer proceedings, awarding reasonable costs disincentivises non-cooperation, compensates the complainant's litigation expense, and promotes procedural discipline. Accordingly, costs are awarded to the complainant.

**Finding on Issue (iv): Costs awarded.**

We determine Issues (i) to (iv) in the complainant's favour. The record establishes a significant deficiency in service and negligence on the part of the Opposite Party, causing inconvenience, mental distress, hardship, and financial loss.

**Hence, the prayer is partly allowed as follows:**

- I. The Opposite Party shall pay ₹7,72,200 /- (Rupees Seven Lakhs seventy two thousand two hundred only) to the complainant, as evidenced by **Ext.A3**.

II. The Opposite Party shall pay **₹30,000/-** (Rupees Thirty Thousand only) towards compensation for mental agony, inconvenience, and hardship caused by the deficiency in service and unfair trade practice.

III. The Opposite Party shall pay **₹10,000/-** (Rupees Ten Thousand only) towards the costs of these proceedings.

The above directions shall be complied with within 45 (forty-five) days from the date of receipt of this order. In the event of non-compliance within the said period, the amounts awarded under Clauses (I) and (II) shall carry interest at 9% per annum from 11/01/2024 (date of filing of the complaint) until realization.

**Pronounced in the Open Commission on this the 27<sup>th</sup> day of September, 2025.**

**Sd/- D.B. Binu, President**  
**Sd/-V. Ramachandran, Member**  
**Sd/-Sreevidhia T.N, Member**  
 Forwarded/By Order

Assistant Registrar

**APPENDIX**

**Complainant's Evidence:**

**Ext.A1** - True copy of Agreement  
**Ext.A2** - True copy of Quotation for roofing work  
**Ext.A3** - True copy of Bank Account Statement  
**Ext.A4(Series)** - Photographs  
**Ext.C1** - Expert Commissioner Report

Opposite parties' Evidence:- Nil

Date of Despatch

By Hand::

By post::Br/-