

BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION, REWARI.

Consumer Complaint No: 435 of 2022.

Date of Institution: 17.10.2022.

Date of Decision: 26.09.2023.

Bhim Singh son of Shri Ranbir Singh resident of village Berli Khurd,
Rewari,

Tehsil and Distt Rewari .

.....Complainant.

Versus

One Plus Exclusive Service Centre through its Manager/ Incharge
Municipal No New 213, Ward no. 76, Brigade Road, Bangalore-560001.

.....Opposite Party

Complaint Under Section 35 of Consumer Protection Act, 2019

Before: Shri Sanjay Kumar Khanduja.....President.

Shri Rajender Parshad..... Member.

Present : Shri Subhash Yadav, Advocate for complainant.

Shri J.S.Yadav , Advocate for opposite party.

ORDER

{ *Per Sanjay Kumar Khanduja ,President* }

This present complaint has been filed by complainant
Bhim Singh against the opposite party (for short the OP) under Section
35 of The Consumer Protection Act, 2019 alleging deficiency in services
on its part. Brief facts of the case are as under :-

2. Complainant had purchased one mobile phone One plus 1+6T for Rs. 45,999/- on 25.11.2018 via online mode for use of his daughter Preeti. According to complainant, some defect occurred in its screen during its user by her and she conveyed the said defect to him. Then he contacted the service center of OP no.1. The said service center sought Rs. 2000/- as repair expenses on chargeable basis, which he paid and sent the phone to it via Blue Dart Courier vide way bill no. 89440951902 on 25/26.3.2022. The defective phone was received by it for repairs. Grouse of the complainant is that till date after repair, the phone has not been returned to him. Hence this complaint.

3. In the reply filed by OP no.1, it is submitted that the complainant used the mobile set regularly for four years without any issue and thereafter he raised the issue to the service center and on 24 March 2022 it was dispatched to it for repairs, which was received by it on 26 March 2022. During its inspection, it was found that the display and back cover of the mobile phone were damaged due to external affairs and after the repair, it was sent back to the complainant on 29 March 2022 vide consignment Annexure-A. It is asserted that as per track consignment vide Annexure-B, it was remarked by the courier agency that the consignee's address was incomplete. According to OP, multiple attempts were made to contact the complainant to return its mobile and ultimately complainant shared his alternative address on 19.7.2022, at

which address, the product was again dispatched via waybill no. 89445666052 via Blue Dart courier but again the delivery did not mature, as the pickup attempt failed and it was cancelled by customer. Thus, according to OP, it has no fault in the matter.

4. Both the parties in support of their respective case tendered in documentary evidence their respective affidavits and adduced certain documents. Reference of relevant record shall be given in this order.

5. We have heard both the counsel for the parties and gone through the case file thoroughly and after hearing the rival contentions of both the parties, we are of the convinced view that the present complaint has merit and same deserves acceptance by giving direction to the OP to give mobile phone to complainant alongwith compensation for the reasons mentioned hereinafter.

6. OP in its reply has placed reliance on Annexure-A and B by submitting that the said Annexures were attached with the reply. Interestingly and shockingly the said annexures have not been annexed with the reply, which shows the apathy and negligence of the OP in the matter. The OP has taken a stand that after the repair, the mobile set had been returned twice to the complainant but because of the incomplete and wrong address, the same could not be delivered via courier agency. The said allegations mentioned in the reply are only in the air. No fault is

attributable to the complainant. Even otherwise, had there been some ring of truth in the version of the OP, then it was not precluded to bring the mobile phone of the complainant before this Commission in order to hand over the same to the complainant during the pendency of this complaint.

7. Hence, we allow this complaint . We find it a case of deficiency in service on the part of the OP and direct it to return the mobile phone of the complainant to him within 30 days and further to pay compensation of Rs. 20,000/- on account of mental agony and harassment inclusive of litigation expenses to the complainant, along with interest @ 9 % per annum from the date of filing of this complaint till the expiry of period of one month, from today, failing which the said amount shall fetch interest @ 12% per annum from the date of filing of the complaint till realization.

8. If the order of this Commission is not complied with, then the complainant shall be entitled to file execution petition under section 71 of Consumer Protection Act, 2019 and in that eventuality, the opposite parties may also be liable for prosecution under Section 72 of the said Act which envisages punishment of imprisonment, which may extend to three years or fine upto Rs. one lac or with both. Copies of this order be sent to the parties free of costs as per rules and this order be promptly

uploaded on the website of this Commission. File be consigned to the record room after due compliance.

Announced

26.9.2023.

President,
District
Consumer Disputes
Redressal Commission, Rewari.

Member,
DCDRC, Rewari.

(Nisha Yadav,S/Grapher)