

BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION, HISAR

Consumer Complaint No. :430/2019
Date of Institution: 24.06.2019
Date of Decision 17.11.2023

Vijay Kumar Mittal Proprietor Micro Weld Equipments : MIG, TIG, ARI, Welding
Machine & Weling Accessories, C-4/213, Sector-06, Rohini, New delhi-110 085.

...Complainant

Versus

1. Lloyd, 904, Surya Kiran Building KG Marg, New Delhi-110001.
2. Deendayal Electronics, Jind Road, Narnaund District Hisar, Haryana.
GSTIN No: 06AKOPD3527D1ZH.

....Respondents

Complaint under Section 12 of the Consumer Protection Act,1986 (as amended upto
date)

**Before: SHRI JAGDEEP SINGH, PRESIDENT
MRS RAJNI GOYAT, MEMBER
DR. AMITA AGGARWAL, MEMBER**

Present: Sh. Dharmender S. Rana, Advocate for complainant
OP no. 1 exparte vide order dated 31.5.2023.
(Defence of respondent no. 1 struck off vide order dated 01.10.2019).
OP no. 2 exparte vide order dated 06.08.2019.

ORDER By:-

DR. AMITA AGGARWAL, MEMBER

Complainant has filed this complaint under Section 12 of the Consumer Protection Act, 1986 against the respondents/Opposite Parties (hereinafter to be referred as OPs). Keeping aside unnecessary detail of the complaint. Brief facts of the present complaint are that he purchased an Air conditioner Lloyd 19B3Y of 3 Star Split of 1.5

tons from OP no. 2 on 23.6.2018 for paying Rs.30,000/- with one year warranty. The said AC started giving problem of leakage of gas just after 15 days of installation. The complainant gave the complaint to OP no. 2. The OP no. 2 repaired the AC by filling gas instantly. But again after 10-15 days the problem of gas leakage again started, upon it OP no. 2 again repaired and got rid off. Further submitted that because of repeated gas leakage problem after every 10-15 days other problems started occurring such as less cooling, sound from compressor, more electricity consumption etc. The complainant made complaint on customer care and further made complaint regarding dissatisfactory services provided by customer care. But every time limited repairing was done. After becoming mentally dishartend the complainant contacted to customer service head Lloyd electric and Eng. Ltd. Plot no. 2 industrial area Kalka Ji New Delhi on 6.6.2019 and expressed his dissatisfaction with customer care service and sent notice regarding replacement/refund of said AC. Further submitted that the notice was sent at the address of main office which was given by the customer care. But neither the replacement nor the refund was done and company is spoiling the warranty period of said AC. There is deficiency in service on the part of the Ops; hence this complaint for a direction to replace the AC or to pay the amount of AC paid by complainant or to pay Rs.50,000/- as compensation with other relief etc.

2. Notice was served but none appeared on behalf of the Op no. 2 nor filed any written statement. Hence Op no. 2 was proceeded against exparte vide order dated

6.8.2019. Sh. Ashish Goyal appeared on behalf of the OP no. 1 but OP no. 1 did not file written statement. Defence of OP no.1 was struck off on 1.10.2019 as he did not file written statement even availing so many opportunities. Later on Sh. Rahul Sidher, Advocate appeared on behalf of OP no. 1 but OP no. 1 did not tender any evidence even availing so many opportunities. The evidence of the OP no. 1 was closed by the Commission order on 31.5.2023 and he was proceeded against exparte on 31.5.2023.

3. The learned counsel for the complainant has tendered in evidence an affidavit Ex.CW1/A which is supported with the version as given in the complaint alongwith the documents Ex.C-1 to Ex.C-5. Ex. C-1 is tax invoice of OP no. 2 dated 23.6.2018 for sum of Rs.30,000/-, Ex. C-2 is copy of complaint to the customer service head (New Delhi), Ex. C-3 copy of e-mails to Yash Garg from the complainant regarding providing correct address. Ex. C-4 copy of tax invoice, Ex. C-5 copy of aadhar card of the complainant.

4. We have gone through to the record of the case carefully and heard learned counsel for the complainant. Counsel for the complainant in his arguments reiterated the facts as mentioned in the complaint. With kind assistance of learned counsel for the complainant, the entire record of file including evidence has also been properly perused and examined. The complainant placed on file document Ex. C-2 addressing to the customer service Head of Lloyd Electric and Engineering Limited Kalkayi New Delhi on 6.6.2019 which reveals that the complainant made so many complaints to the OP and

also talked with Area Head. He did not receive any satisfactory reply. In this letter the complainant mentioned that he made complaint within warranty period. The complainant placed on file Ex. C-1 & Ex. C-4 the copies of tax invoice of purchase of said AC from Ops. The complainant placed on file Ex. C-3 the emails sent by Yash Garg to perfectservice @ Lloydmail.com customer service Head regarding correct address for posting letter on 13.6.2019. The complainant also placed on file Ex. C-5 copy of his own aadhar card. By perusal of the documents placed on file it is clear that the complainant made complaints regarding gas leakage in the said AC within warranty period. It is also proved by the complainant that the defect was not cured by the engineers of OP even after many visits. The mechanics of OP tried but the problem of gas leakage remain persistent and the complainant could not be made satisfied by ruling out the problem. Thus Ops failed to resolve the problem of the complainant.

5. From the series of documents as discussed above, it is manifestly proved on file that the AC in question which was purchased from the Ops was giving problem to the complainant from very beginning. The complainant informed Ops again and again regarding non-working of AC. Despite repeated complaints the problem in said AC was not resolved. Hence it is well proved that there was problem in said product even after filling of gas for many times. The representative of OP no. 1 appeared in this Commission after receiving the notice but did not file any specific reply of the allegations of the complainant and he did not tender any documentary evidence even

after availing so many opportunities for his evidence which shows that the fact regarding filing of the present complaint regarding gas leakage and non-working of said AC was very much in the knowledge of Ops. Ops were duly bound to provide proper service to the complainant by making said AC in proper working condition but Ops did not provide proper service to complainant even after his repeated complaints within warranty period. So the averments made in the complaint duly supported with documentary evidence remains unrebutted and unchallenged one and there is no reason to disbelieve the same. From evidence adduced, it is well established on file that said AC purchased from Ops was having manufacturing defect from very beginning and despite so many complaints made by the complainant to Ops but they did not resolve the problem. The complainant was constrained to file the present complaint for the Redressal of his genuine grievance. It was the duty of the Ops to appear before this Commission to contest and rebut the averments made by the complainant, but Ops neither appeared nor filed their written statement to rebut the averments despite notice was served properly. Silence sounds acceptance. So the averments made in this complaint is very much in the knowledge of Ops and remains unchallenged ones. There is no reason to disbelieve the same. The complainant has successfully proved that despite many efforts he could not get proper service at the end of Ops and he was compelled/constrained file present complaint, so he is entitled for compensation and litigation expenses also.

6. As a result of above discussion, this Commission is of the considered view that there is merit in this complaint, the same is hereby accepted and Ops are directed to lift over the defective AC from the premises of the complainant on their own expenses and further directed to replace of defective AC with a new one of the same Make or higher make with fresh guarantee/warranty within a period of 45 days. In case the product in question cannot be replaced, in that eventuality, the Ops are directed for making a payment of Rs.30,000/- as cost of the AC in question as prayed for along with interest @ 9% p.a. to the complainant from the date of filing of complaint i.e. 24.6.2019 till realization. The Ops are further burdened with the amount of Rs.4,000/-(Rupees Four thousand only) as compensation and Rs.2000/-(Rupees Two thousand only) as cost of litigation to the complainant jointly and severally. Further, complainant is also directed to hand over the defective AC at the time of replacement of new AC or at the time of receiving amount. This order be complied with by the Ops within 45 days, from the date of passing of this order, otherwise the amount shall carry an interest at the rate of 12% per annum for the default period i.e. after 45 days of this order.

7. If the order of this Commission is not complied with, then the complainant shall be entitled to file execution petition under section 71 of the Consumer Protection Act,2019 and in that eventuality, the Ops may also be liable for prosecution under Section 72 of the said Act which envisages punishment of

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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 in open Commission:

Dated:17.11.2023

(Jagdeep Singh),
President,
District Consumer Disputes
Redressal Commission,Hisar

(Rajni Goyat)
Member

(Dr. Amita Aggarwal)
Member

Typed by: Varsha Rani, Stenographer