

**DISTRICT CONSUMER DISPUTES REDRESSAL
MALAPPURAM**

**Complaint Case No. CC/32/2023
(Date of Filing : 19 Jan 2023)**

1. MUHAMMED

KARIKADANPOYIL KAKKADI HOUSE KUZHIMANNA
POST 673641

.....Complainant(s)

Versus

1. VIVO MOBILE INDIA PVT LTD

TEC 1 TEC 2 AND ONE 1C WORLD TRADE CENTRE
NOIDA PLOT NO TZ 13A TECHZONE IT PARK GREATER
NOIDA UTTAR PRADESH 201308

2. MANAGER MY G

EK TOWER BYPASS ROAD KONDOTTY 673638

.....Opp.Party(s)

BEFORE:

**HON'BLE MR. MOHANDASAN K PRESIDENT
HON'BLE MR. MOHAMED ISMAYIL CV MEMBER
HON'BLE MRS. PREETHI SIVARAMAN C MEMBER**

PRESENT:

Dated : 29 Sep 2023

Final Order / Judgement

By Smt. PREETHI SIVARAMAN.C, MEMBER

1.The complaint in short is as follows:-

On 24/11/2021 complainant had purchased Vivo 2045 X 60 mobile phone worth Rs.34,990/- from opposite party No.2 shop and which is manufactured by opposite party No.1. On that day itself complainant paid Rs.12,881/- to opposite party No.2. At the time of purchasing the mobile phone opposite parties offered one year warranty and they also offered warranty for the software and hardware of the mobile phone.

2. Within few months of its use, a green line unexpectedly appeared across the screen of the phone. Complainant approached opposite party No.2 and showed this lines to them, they told to complainant that, it is a minor glitch in the software and that issue would be resolved soon. But the phone hangs constantly and turns off and it became unusable. Then complainant approached the service centre on 12/11/2022 and they provided a delivery receipt to complainant and it was recorded that the phone's screen was broken (touch broken).

3. Until that day there was no fault from the side of complainant for the damage of the phone. The above defect of the phone caused only due to the deficiency of service from the side of opposite parties. Moreover opposite parties demanded Rs.9,000/- for rectifying the damage of the phone. The defect of the phone is only due to the failure of opposite parties to comply with the service which is the responsibility of opposite parties. Hence this complaint.

4. The prayer of the complainant is that, he is entitled to get a full refund of Rs. 34,990/- the cost of the mobile phone, Rs.65,010/- as compensation on account of deficiency in service and

unfair trade practice on the part of opposite parties and thereby caused mental agony, physical hardships and sufferings to the complainant and cost of the proceedings.

5. On admission of the complaint notice was issued to the opposite parties and notice served on them and they did not turn up. Hence opposite parties set exparte

6. In order to substantiate the case of the complainant, he filed an affidavit in lieu of Chief examination and the documents he produced were marked as Ext. A1 to A5. Ext.A1 is the original tax invoice given by opposite party No.2 to complainant on 24/11/2021. Ext.A2 is the original warranty policy. Ext.A3 is the copy of exchange details sheet. Ext. A4 is the original delivery receipt dated 12/11/2022. Ext. A5 is the copy of Aadhar card of complainant .

7. Heard the complainant and perused the affidavit and documents filed by complainant. The allegations against opposite parties are proved by the unchallenged evidence of complainant. There is no contra evidence in this matter. Moreover complainant produced five documents which are very supportive to prove his case. Hence the Commission finds that there is deficiency in service and unfair trade practice on the part of the opposite parties as alleged in the complaint. Hence we allow this complaint holding that opposite parties are deficient in service.

8. We allow this complaint as follows:-

1. The opposite parties are directed to refund Rs. 34,990/- (Rupees Thirty four thousand nine hundred and ninety only) the cost of the mobile phone to the complainant and complainant is directed to return the mobile phone to opposite party No.2 after payment made by opposite parties.
2. The opposite parties are directed to pay compensation of Rs. 5,000/- (Rupees Five thousand only) to the complainant on account of deficiency in service on the part of opposite parties and thereby caused mental agony, physical hardships and sufferings to the complainant.
3. The opposite parties are also directed to pay Rs. 2000/- (Rupees Two thousand only) as cost of the proceedings.

If the above said amount is not paid to the complainant within 30 days from the date of receipt of copy of this order, the opposite parties are liable to pay the interest at the rate of 12% per annum on the said amount from the date of receipt of the copy of this order till realisation.

Dated this 29th day of September, 2023.

MOHANDASAN K., PRESIDENT

PREETHI SIVARAMAN C., MEMBER

MOHAMED ISMAYIL C.V., MEMBER

APPENDIX

Witness examined on the side of the complainant : Nil

Documents marked on the side of the complainant : Ext.A1 to A5

Ext.A1 : Original tax invoice given by opposite party No.2 to complainant on
24/11/2021.

Ext.A2 : Original warranty policy.

Ext.A3 is the copy of exchange details sheet.

Ext. A4: Original delivery receipt dated 12/11/2022.

Ext. A5 : Copy of Aadhar card of complainant .

Witness examined on the side of the opposite party : Nil

Documents marked on the side of the opposite party : Nil

MOHANDASAN K., PRESIDENT

PREETHI SIVARAMAN C., MEMBER

MOHAMED ISMAYIL C.V., MEMBER

**[HON'BLE MR. MOHANDASAN K]
PRESIDENT**

**[HON'BLE MR. MOHAMED ISMAYIL CV]
MEMBER**

**[HON'BLE MRS. PREETHI SIVARAMAN C]
MEMBER**