

**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION HAMIRPUR, DISTRICT HAMIRPUR,H.P.**

Date of Institution: 15.07.2022

Date of final hearing: 22.04.2024

Date of Pronouncement: 17.05.2024

Consumer Complaint No.-89/2022

IN THE MATTER OF

Sahil Sankhyan S/o Sh. Jagdev Chand Sharma V.P.O. Chakmoh, Teh. Dhatwal
at Bijhari, Distt. Hamirpur (H.P.).

(Through: Mr. G.D Sharma, Advocate)

.....Complainant

Versus

1. Manager Customer Care, XIAOMI Technology India PVT. LTD., Ground Floor
AKR Infinity SY no.113 Krishna Reddy Industrial area 7thMile Hosur Road
Bangalore, Karnataka, Pin Code-560068.

(Through: Already Ex-parte)

2. Surender Sharma, Proprietor of M/S A.S. INFOTEK Near Bus Stand Mehre,
Teh. Barsar, Distt. Hamirpur (H.P.)

(Through: Mr. Ritesh Sharma, Advocate)

.....Opposite Party(s)

CORAM:

President: Mr. Hemanshu Mishra

Members: Ms. Sneh Lata & Mr. Joginder Mahajan

Present:- Mr. Ashish Sharma, Ld. counsel for complainant.

Opposite party No.1 already ex-parte.

Mr. Ritesh Sharma, Ld. counsel for opposite party No.2.

PER: Mr. Hemanshu Mishra, President:-

ORDER

The complainant has filed instant complaint seeking direction to
the opposite party(s) as under :-

i. That the opposite party may kindly be directed to pay Rs.21,990/-the price

of mobile phone or to replace the same or repair the same as per warranty card.

ii. That the opposite party may kindly be directed to pay Rs.50,000/- for the loss in online study.

iii. That the opposite party may kindly be directed to pay Rs.40,000/- on account of mental tension, harassment and agony suffered by the complainant.

iv. That the opposite party may kindly be directed to pay Rs.15,000/- as litigation expenses.

2. Facts giving rise to filing of this complaint are that the complainant purchased the mobile phone brand Redmi Note 10 Pro Max from the opposite party No.2 in a consideration of Rs.21,990/- on 04.09.2021. The warranty card of said mobile phone for hardware product is one year and for XIAOMI Original battery, Charger and other accessories packaged with the product is six months. In the first week of March, 2022 the said mobile phone suddenly stopped working due to technical fault and the complainant approached the opposite party No.2 to replace the mobile Phone or to repair from service center as per warranty card but the opposite party no.2 refuse to replace the same and have taken the mobile phone and send the same for service center. The service Centre 22C Chandigarh repaired the mobile phone and service type OOWCID, fault description- does not boot and had given the bill of Rs.13,131.04/- and they have mentioned in their bill that the fault description belongs to the customer. The opposite party No. 2 stressed for payment, which has not yet paid by the complainant and opposite party No.2 did not return the mobile phone nor replace the same till date. Alleging deficiency in the service on the part of opposite party(s), the complainant has filed the present complaint.

3. Upon notice, opposite party(s) No.2 appeared through counsel and contested the complaint by taking preliminary objections of maintainability, cause of action, locus standi, non-joinder of necessary party and mis-joinder of necessary parties. It is denied that the opposite party No.2 did not return the mobile phone nor replace the same till date. It is submitted that the decision of the service centre who has opened the mobile for repair is final and as per the service record appended with the complaint it clearly shows that "inspection remarks MAIN BOARD AINTEENA CONNECTOR DAMAGE" and the warranty notice clause no.4 "any damage occur in/on outer surface of the product including, but not limited to crack, dent or scratches on the exterior case, screen camera lenses. Button or other attachments" clearly shows the damage. The aforesaid defect was not covered under the warranty as the damages occur due to the wrong of the complainant as per the service invoice service record dated 29-04-2022. Whereas opposite party No.1 did not bother to contest the complaint and opted to remain ex-parte.

4. The complainant has filed rejoinder denying the contents of the reply filed by opposite party(s) and reiterating those of complaint.

5. The parties were called upon to produce their evidence in support of their contentions and parties have adduced their respective evidence.

6. We have heard learned counsel for the parties and also gone through the case file carefully.

7. Admittedly, the complainant has purchased the Redmi Note 10 Pro Max mobile phone from opposite party No.2 on 04.09.2021 amounting to Rs.21,990/-.

8. As per Ext.C-2, limited warranty shall apply to Xiaomi products. For handsets and accessories defects under normal use circumstances and at the discretion of the company, Xiaomi shall provide free of charge repair and/or replacement services within the warranty period. For hardware product warranty is for one year and for Xiaomi original battery, charger and other accessories packaged with the product, it was six months. The Limited Warranty starts from the day the customer receives the product, limited to 10 days from the date of invoice.

9. The complainant on 29.04.2022 approached the service centre. The service record is Ext.C-3. Fault description is mentioned as does not boot and in inspection remarks it is mentioned as main board antenna connector damage. The opposite party No.2 demanded Rs.13,131.04/- from the complainant, but the complainant contested the repair charges amount on account of warranty of the mobile phone. The opposite party refused to replace the said mobile phone and the mobile phone is still in the custody of opposite party No.2.

10. In our opinion, mobile phone just within six months developed the defect and there appears the defect in respect of booting. The mobile phone stopped working in the first week of March, 2022. As the mobile phone stopped working within one year of its purchase and during warranty period the phone has not been replaced despite of manufacturing defect, the opposite party No.1 has committed deficiency in service. As we have held that there is manufacturing defect in the mobile phone, so opposite party No.1 has committed deficiency in service by not replacing the mobile phone.

11. The complainant who has spent Rs.21,990/- for purchase of mobile phone was deprived of its usage just after six months due to deficiency in service of opposite party No.1. Therefore, complaint deserves to

be allowed against opposite party No.1 and hefty compensation is required to be imposed upon the opposite party No.1. As per record, Mobile phone was handed over to QDIGI Services Ltd., Shop No.SCO 2471-72, First Floor, 22C, Chandigarh and is still with the QDIGI Services Ltd., Shop No.SCO 2471-72, First Floor, 22C, Chandigarh. So there is no deficiency in service on behalf of the opposite party No.2. As such, opposite party No.2 is absolved of from all the liabilities.

12. Accordingly, the complaint is allowed and opposite party No.1 is directed to refund an amount of Rs.21,990/- to the complainant along with interest @ 9% per annum from the date of complaint i.e. 15.07.2022 till its realization. Apart from this, opposite party No.1 is also directed to pay compensation to the complainant to the tune of Rs.10,000/-, besides litigation cost quantified as Rs.7,500/-.

13. Applications pending, if any, stand disposed of in terms of the aforesaid judgment.

14. A copy of this judgment be provided to all the parties free of cost as mandated by the Consumer Protection Act, 1986/2019. The judgment be uploaded forthwith on the website of the Commission for the perusal of the parties.

15. File be consigned to record room along with a copy of this Judgment.

(Hemanshu Mishra)

President

(Sneh Lata)
Member

(Joginder Mahajan)
Member