

**IN THE CONSUMER DISPUTES REDRESSAL COMMISSION,  
THRISSUR**

Present : Sri. C.T. Sabu, President  
Smt. Sreeja. S., Member  
Sri. Ram Mohan R., Member

30<sup>th</sup> day of August 2024  
CC 630/16 filed on 07/11/16

- Complainant : Thomas Pullani Valappil, Pullanivalappil House,  
West Chalakkudy, Chalakkudy, Thrissur.  
(By Advs. Shereena A.T. & Litha C.M., Thrissur)
- Opposite Parties : 1) The Proprietor, Ukkens Build All, 20/478,  
Ukkens Building, Chalakkudy, Thrissur – 680 307.  
2) SHAH TILES Pvt. Ltd., SNo. 53/P,  
Village Karoli – AT & Post Hajipur, Ta. Kalol Dist.  
Gandinagar – 382 721. Rep. by Managing Director.  
(OP 1 By Adv. A.P. Vasavan, Thrissur  
OP 2 By Adv. A.D. Benny, Thrissur)

**FINAL ORDER**

**By Sri. Ram Mohan R, Member :**

The complaint in brief, as averred :

The complaint is filed under Section 12(1) of the Consumer Protection Act, 1986. The complainant claims to have purchased from the 1<sup>st</sup> opposite party dealer “IVORY colour T\*605 x 605 mm, SHIV CERA VITRIFIED TILES” in two episodes, viz, 163 pieces on 08/08/2016 for a sum of Rs.26,480/- and 50 pieces on 17/08/16 for a sum of Rs.8,050/-, for household purpose. The complainant claims to have purchased the said tiles from the 1<sup>st</sup> opposite party, placing reliance on the assurance given by the latter with respect to the superior quality and standard of the said tiles manufactured by the 2<sup>nd</sup> opposite party.

After laying, the tiles exhibited decolourisation and were also found stained. The complainant having repeatedly complained to the 1<sup>st</sup> opposite party, a representative visited the complainant's house and inspected the tiles, who statedly informed the complainant of the poor quality of the tiles in question. Though, the complainant on 03/10/2016 requested the 1<sup>st</sup> opposite party to replace the tiles or refund its cost, the latter turned a deaf ear to his request. The complainant alleges deficiency in service and adoption of unfair trade practice on the part of the opposite parties. Hence the complaint. The complainant prays for an order directing the opposite parties to refund to him the sum he paid, apart from other reliefs of compensation and costs.

#### 2) Notice :

Having been noticed by the Commission, the opposite parties filed separate versions and contested the complaint.

#### 3) Version of the 1<sup>st</sup> opposite party :

The 1<sup>st</sup> opposite party dealer admits the complainant's purchase of the tiles in question, from his shop. They also claim high about the quality of the tiles that they deal with as well as of their fame. But they deny their having given any assurance to the complainant in respect of the quality of the tiles in question. Instead, they claim to have enlightened the complainant of the inferior quality of the tiles in question. It is also their stance that liability, if any, arising from the inferior quality of the tiles, lies only with the manufacturer and that it cannot be fastened with the dealer.

#### 4) Version of the 2<sup>nd</sup> opposite party :

The 2<sup>nd</sup> opposite party manufacturer avers that amongst the tiles manufactured by them, the ones which are categorised as "Nano Vitrified tiles" are stain free whereas the ones which are categorised as "Soluble Salt Vitrified

tiles” are not stain free. They also state that the tiles that the 1<sup>st</sup> opposite party dealer normally buys from them are ‘Nano vitrified tiles’ while it is also stated that the tiles that were bought by the 1<sup>st</sup> opposite party dealer during the period in question, are “soluble salt vitrified tiles” and they also claim to have informed the 1<sup>st</sup> opposite party at the time of sale of such tiles itself that they are not stain free. Moreover, it is also their stance that the package/ box of the tiles bears the statement which reads as “No claim shall be entertained once the tiles are fixed” and another statement which reads as “if any complaint found, please register complaint in writing with our factory name within ten days from invoice date”. The complainant is alleged to have violated both these conditions and resultantly the 2<sup>nd</sup> opposite party denies any liability in this regard on their part.

#### 5) Evidence :

The complainant produced documental evidence that had been marked Exts. P1 to P3, apart from affidavit and notes of argument. The complainant also produced the empty tare package in respect of the tiles in question which is marked MO1. The report along with Photographs submitted by the Expert Commissioner appointed by the Commission at the instance of the complainant [IA 388/17] is marked Ext. C1.

The opposite parties adduced no evidence, but version and notes of argument.

#### 6) Deliberation of facts and evidence of the case :

The Commission has delved deep into the facts and evidence of the case. Ext. P1 is Quotation No. Q 1899 dtd. 08/08/16 issued by the 1<sup>st</sup> opposite party in favour of the complainant for a sum of Rs.26,480/-, which bears the stamp of “delivered”. Ext. P2 is Quotation No. Q 2065 dtd. 17/08/16 issued by the 1<sup>st</sup> opposite party in favour of the complainant for a sum of Rs.8,050/-, which bears

the stamp of “delivered”. Ext. P3 series (SP) comprise six photographs of the tiles in question. MO1 is the empty tare package which bears declarations read as “Shiv Cera Vitrified Tiles 605 x 605 mm, manufactured by : Shah Tiles Pvt. Ltd., S. No. 53/P, Village Karoli, At & Post Hajipur, Ta. Kalol, Dist.Gandhinagar – 382 721”, amongst other declarations.

Ext. C1 is the report with relevant photographs submitted by the Expert Commissioner appointed by the Commission as per IA 388/17.

7) Points of deliberation :

- i) Whether there is any deficiency in service on the part of any or all of the opposite parties ?

Also whether the complainant is entitled to receive refund of the sum he paid towards cost of the product ? Also whether he is entitled to receive expenses required for removal and re-laying of the tiles ?

- ii) Whether the complainant is entitled to receive any compensation from the part of the opposite parties ?
- iii) costs ?

8) Point No.(i) :

Ext. C1 report submitted by the Expert Commissioner appointed by the Commission, explicitly affirms that the tiles in question were of inferior quality and that it had undergone extensive decolourisation and further that certain tiles were stained, as well. Ext. C1 Report also quantifies the total labour charges required for removal of the tiles in question and for re-laying new tiles as Rs.51,200/-

The 1<sup>st</sup> opposite party dealer admits the complainant's purchase of the tiles in question from their shop, but they aver that the inferior quality of the tiles in question was communicated to the complainant at the time of the sale itself and also that liability arising from the inferior quality, if any, in respect of the product in question lies only with the manufacturer i.e. the 2<sup>nd</sup> opposite party. Rather than baldly claiming to have communicated the matter of inferior quality of the tiles to the complainant, the 1<sup>st</sup> opposite party hardly produced any evidence at all to this effect. Exts. P1 & P2 Quotations, the veracity of which is not disputed by the 1<sup>st</sup> opposite party, do not bear any statement at all in respect of the inferior quality of the tiles in question. Section 6(b) of the Consumer Protection Act, 1986, vests every consumer with the basic consumer right to be informed of the quality and standard of the product that he buys. In the absence of any evidence to substantiate their contention that they had enlightened the complainant in respect of the inferior quality of the tiles in question, we are constrained to hold that the 1<sup>st</sup> opposite party dealer has deprived the complainant of the said basic right of his, to be informed of the quality and standard of the tiles in question while the same was sold to him, which act of the 1<sup>st</sup> opposite party dealer is tantamount to deficiency in service on their part, which in turn at the same time constitutes adoption of an unfair trade practice on their part, as well. The stamps of "delivered" affixed on Ext. P1 & P2 Quotations further reveal that the transactions, concerned, were accomplished. Despite the transactions having been accomplished, the 1<sup>st</sup> opposite party dealer is seen to have opted not to issue any proper invoice/bill in respect of the transactions in question. This act of the 1<sup>st</sup> opposite party is yet another unfair trade practice on their part.

The 2<sup>nd</sup> opposite party manufacturer affirms that their tiles of the category "Nano vitrified tiles" are stain free. The MO1 package the veracity of which is not disputed by either of the opposite parties, bears the declaration of "Nano

Vitrified Tiles”. Hence, the tiles in question shall be stain free, as admitted by the 2<sup>nd</sup> opposite party manufacturer, which the tiles in question factually do not comply with, as established by Ext. C1 report. Moreover, a close scrutiny of the MO1 package will show that it further bears the declaration that “***Applications : Hotels, Airport Terminals, Super Markets, Gymnasiums, Schools, Hospitals, Restaurants, Cafes, Discotheques, Workshops, Offices, Industries, Domestic, Shopping Malls, Religious Places***”. Ext. C1 report explicitly affirms that the tiles in question are of inferior quality and further that it had undergone extensive decolourisation. The tiles in question which had undergone extensive decolourisation even by exposure to a domestic environment, can certainly be not used for Applications in Hotels, Airport Terminals, Super Markets, Gymnasiums, Schools, Hospitals, Restaurants, Cafes, Discotheques, Workshops, Offices, Industries, Domestic, Shopping Malls, Religious Places etc. where footfall per hour would be larger manifold when weighed against that in a domestic environment. It is a matter beyond doubt that the 2<sup>nd</sup> opposite party’s claim that the tiles in question were suitable to be applied in “***Hotels, Airport Terminals, Super Markets, Gymnasiums, Schools, Hospitals, Restaurants, Cafes, Discotheques, Workshops, Offices, Industries, Domestic, Shopping Malls, Religious Places***”, is a bogus one. Therefore it is evident that the 2<sup>nd</sup> opposite party manufactured and sold to the complainant through the 1<sup>st</sup> opposite party dealer, tiles which do not have the standard and quality which the 2<sup>nd</sup> opposite party manufacturer claimed vide their statement and advertisement on the MO1 package, concerned. It is also evident that the said statements of quality and standard they made on the package of the tiles in question is certainly a misleading advertisement. The 2<sup>nd</sup> opposite party manufacturer further avers that they had already made a stipulation on the package, concerned, which reads as “***No complaint will be entertained after laying and fixing the tiles, if any complaint found, please register your complaint in writing with our factory within 10 days from the date of invoice***”. It is known

to all that the quality of a tile can be validated and assessed only after its laying and use for a reasonable period of time thereafter. Therefore, the said stipulation made by the 2<sup>nd</sup> opposite party manufacturer is certainly another sort of unfair trade practice on their part. The plurality of the deceptive and defrauding practices comprising misleading advertisements, tall & hollow claims, unreasonable & illogical stipulations etc, adopted by the 2<sup>nd</sup> opposite party is also indicative of their mens-ria to fiddle with their consumers. Therefore, the deficiency in service and adoption of unfair trade practice on the part of the 2<sup>nd</sup> opposite party manufacturer are evident.

It is thus proved beyond doubt that there are deficiency in service and adoption of unfair trade practice on the part of both the opposite parties. Resultantly, the complainant is entitled to receive from the opposite parties refund of the purchase price of the tiles in question. The complainant is also entitled to receive the labour expenses required for the removal and re-laying of the tiles, as well, from the opposite parties.

Point No.(i) is proved in favour of the complainant.

9) Point No.(ii) & (iii) :

As elaborated under point No.(i) above, there is deficiency in service as well as adoption of unfair trade practice on the part of both the opposite parties. The concept of a house often symbolises one's sense of security and stability. It may also reflect one's concerns or satisfaction, as the case may be, with one's current living conditions as well. A tidy and well kept house could signify a sense of comfort and safety, whereas one in disrepair is indicative of dissatisfaction. The fault and imperfection on the part of the opposite parties here in, had put the complainant's house in to disrepair. The misdeeds from the part of the opposite parties certainly might have, as claimed, inflicted agony,

hardship and financial loss on the complainant. The opposite parties shall necessarily have to compensate the complainant. We are of the considered view that the complainant is entitled to receive from the opposite parties, a sum of Rs.50,000/- (Rupees Fifty thousand only) towards compensation for the agony, hardship and financial loss sustained by him and a sum of Rs.15,000/- (Rupees Fifteen thousand only) towards cost of litigation.

In the result, the complaint is allowed and the opposite parties are directed to jointly and severally to pay the complainant :

- a) a sum of Rs.34,530/- (Rs.26,480/- + Rs.8050/-) (Rupees Thirty four thousand five hundred and thirty only) towards refund of the sum he paid for the purchase of the tiles in question,
- b) a sum of Rs.51,200/- (Rupees Fifty one thousand two hundred only) towards labour charges for the removal of the tiles in question and labour charges for re-laying fresh tiles,
- c) a sum of Rs.50,000/- (Rupees Fifty thousand only) towards compensation for the agony, hardship and financial loss sustained by him, and
- d) a sum of Rs. 15,000/- (Rupees Fifteen thousand only) towards costs,

all with 9% interest p.a. from the date of filing of the complaint till the date of realisation.

The opposite parties shall comply with the above direction within 30 days of receipt of a copy of this order.



Dictated to the Confidential Assistant, transcribed by her, corrected by me and pronounced in the open Commission this the 30<sup>th</sup> day of August 2024.

Sd/-  
Sreeja S.  
Member

Sd/-  
Ram Mohan R  
Member

Sd/-  
C. T. Sabu  
President

Appendix

Complainant's Exhibits :

Ext. P1 Quotation No. Q 1899 dtd. 08/08/16 issued by the 1<sup>st</sup> opposite party in favour of the complainant for a sum of Rs.26,480/-, which bears the stamp of "delivered".

Ext. P2 Quotation No. Q 2065 dtd. 17/08/16 issued by the 1<sup>st</sup> opposite party in favour of the complainant for a sum of Rs.8,050/-, which bears the stamp of "delivered".

Ext. P3 series (SP) comprise six photographs of the tiles in question.

MO1 Empty tare package which bears declarations read as "Shiv Cera Vitrified Tiles 605 x 605 mm, manufactured by : Shah Tiles Pvt. Ltd., S. No. 53/P, Village Karoli, At & Post Hajipur, Ta. Kalol, Dist.Gandhinagar – 382 721", amongst other declarations.

Ext. C1 report with relevant photographs submitted by the Expert Commissioner appointed by the Commission as per IA 388/17.

Opposite parties' Exhibits :

Nil

Id/-  
Ram Mohan R  
Member

//True copy//

Assistant Registrar

Scs

