

**Consumer Disputes Redressal Commission
Railway Station Road
Karbala Junction
Kollam-691001
Kerala.**

**Complaint Case No. CC/92/2021
(Date of Filing : 16 Mar 2021)**

1. Ajithkumar.N.T,
Lethi Sadan,Kumbalam.P.O,Kollam-691503.

.....Complainant(s)

Versus

1. Flipkart,
Bathla Teletech Pvt.Ltd, Madhakondapalli Village, Denkanikotta
Taluka, Krishnagiri Dist, Tamil Nadu-635114.

.....Opp.Party(s)

BEFORE:

**HON'BLE MRS. S.K.SREELA PRESIDENT
HON'BLE MR. STANLY HAROLD MEMBER**

PRESENT:

Dated : 30 Apr 2024

Final Order / Judgement

THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, KOLLAM

C.C.No. 92/2021

PRESENT

SMT. S.K.SREELA, B.A.L, LL.B, PRESIDENT

SRI. STANLY HAROLD, B.A.LL.B, MEMBER

ORDER DATED: 30-04-2024

BETWEEN

Ajith Kumar N.T.,

Lethi Sadan, Kumbalam (P.O.),

Kollam 691503.

: Complainant

(By Adv.M.P.Sugathan Chittumala)

AND

1. Managing Director,

**Thomson Digital Ltd.F 26,
First Floor, Connanght Place,
New Delhi 110001.**

2. The Manager,

**Jeeves Service Center,
Sishira Kadappakada Nagar 1,
Kadappakada, Kollam 691008.**

3. The Manager,

**Flipkart Online Service,
Near Indian Oil Petrol Pump,
High School Junction, Kollam 691013.**

: Opposite parties**ORDER****Sri.Stanly Harold, B.A.LLB, Member**

This is a case based on a complaint filed U/s 35 of the Consumer Protection Act 2019.

The averments in the complaint in short are as follows:-

Complainant ordered for a Thomson Television on 09.07.2020 from the 3rd opposite party Flipkart platform and the same was delivered on 13.07.2020 and the complainant paid an amount of Rs.9,999/- to the representative of Flipkart through his account. However, the Thomson B9 Pro 80cm (32 inch) HD Ready LED Smart TV was not in working condition from the very first time of its use. This was informed to the 3rd opposite party and complainant requested to replace the said TV and issue a brand new one. But the claim of the complainant was rejected by the 3rd opposite party. Thereafter complainant had intimated the matter through phone and mail to the 1st opposite party the manufacturing company. In spite of repeated requests two service personals visited the house of the complainant they tried to rectify the defect of the TV but the efforts were in vain. This time also complainant requested to take back the TV and issue a brand new one in working condition. The casting system of the TV was not in a working condition and the screen of the TV was flickering, WIFI and Youtube were not

working. Still the said Television is in the custody of the complainant without any use. The opposite party has denied the claim of the complainant and evaded from solving the grievance of the complainant. Consequently this complaint is filed for redressal of his grievances along with compensation for the mental agony and financial loss suffered by the complainant.

Notice was issued to the opposite parties and they failed to appear before the Commission. Hence they were set exparte. Complainant has been examined as PW1 and marked Ext.P1 to P4 documents. PW1 has not been cross examined and his statement remains unchallenged. Ext.P1 is the tax invoice issued from Flipkart platform dated 09.07.2020. Ext.P2 is the description of Television. Ext.P3 is the order details. Ext.P4 is the communication between the complainant and the 1st opposite party from 25.11.2020 to 08.02.2021.

Based on the uncontroverted testimony of the complainant and the supporting documents, Ext.P1 to P4 it is evident that the complainant has presented sufficient evidence to substantiate his case and justify the relief he is seeking.

In good faith, the complainant relied that the TV provided by the opposite parties have high performance. But contrary to this, on the very first day of the use, the TV had become defective. However the technician of the opposite parties came and inspected the Television but they failed to rectify the defect of the Television. Thereafter the complainant requested the 1st opposite party the manufacturer of the TV to take back the Television and provide a brand new Television. But it is a pertinent point that when a person spends huge amount for the purchase of a Television he has an expectation the TV will perform with high quality and non defective condition. But here the complainant was disappointed by the service rendered by the opposite parties.

The evidence provided by the complainant, along with his testimony and supporting documents, clearly establish his claim. It is apparent that the complainant acted in good faith and was unjustly denied his claim for a brand new Television. The malfunctions of the TV on the first instance of its use itself strongly indicate a manufacturing defect and poor quality of the product. These recurring issues highlight that a defective TV has been delivered to the complainant and the recurring defects establish that the same has manufacturing defect and the act of the opposite parties in delivering such a substandard TV is a clear case of deficiency in service and unfair trade practice by the opposite parties. The complainant, as a consumer, had legitimate expectations of a reliable and durable product that would function as intended. However, the opposite parties failed to meet these expectations and provide a satisfactory solution to the problems of the complainant. This deficiency in service is evident in the complainant's repeated attempts to resolve the issues.

The opposite parties have failed to provide the expected level of service and have not taken sufficient responsibility to rectify the situation.

The unchallenged averments in the affidavit coupled with Ext.P1 to P4 documents would prove that on 13.07.2020 the complainant has purchased a Thomson TV through the 3rd opposite party by transferring the money for Rs.9,999/- in the account of the authorized representative of 3rd opposite party Flipkart. It is obligatory on the part of the opposite parties to keep the Television in working condition at least for a reasonable period of 12 months from the date of purchase by the complainant but they failed to do so. The opposite parties have acted in most negligent

manner while dealing with the grievance of the complainant and thereby the complainant has suffered loss and mental agony. It is also clear from the materials available on record that the opposite parties have not set right the defect of the Television or replace the same though it is clear that the defect sustained during the warranty period.

Based on the evidence presented, it can be concluded that the complainant has effectively substantiated his case. He has provided evidence of unlawful conduct, breach of warranty, poor product quality, and the resulting harm and losses he has endured. Consequently, the complainant is justified in seeking the relief sought. The evidence presented strongly supports the complainant's claims, making it both just and fair to grant him the relief he is seeking.

In the result the complaint is allowed.

The opposite parties 1 to 3 are jointly and severally directed to provide the complainant with a brand-new Television of equivalent value and specifications within 30 days from the receipt of this order. Failure to do so will result in the opposite parties being liable to pay the complainant an amount of Rs.9,999/-. The opposite parties are further directed to pay Rs.10,000/- as compensation and Rs.5,000/- as the costs of the proceedings within 30 days from the date of receipt of the order. In the event of failure to make these payments, the complainant shall be entitled to interest at a rate of 12% for the entire amount from the date of the complaint till realization.

Dictated to the Confidential Assistant Smt. Minimol S. transcribed and typed by her corrected by me and pronounced in the Open Commission this the 30th day of April 2024.

Sd/-

STANLY HAROLD

MEMBER

Sd/-

S.K.SREELA

PRESIDENT

Forwarded/by Order

Senior superintendent

INDEX

Witnesses Examined for the Complainant:-

PW1 : Ajith Kumar

Documents marked for the complainant

Ext.P1 : Tax invoice issued from Flipkart platform dated 09.07.2020

Ext.P2 : Description of Television

Ext.P3 : Order details

Ext.P4 : Communication between the complainant and the 1st opposite party from
25.11.2020 to 08.02.2021.

Witnesses Examined for the opposite parties:-Nil

Documents marked for opposite parties:-Nil

Sd/-

PRESIDENT

**[HON'BLE MRS. S.K.SREELA]
PRESIDENT**

**[HON'BLE MR. STANLY HAROLD]
MEMBER**