

Heading1
Heading2

Complaint Case No. CC/79/2023
(Date of Filing : 05 Jul 2023)

1. Kuldeep

aged 38 years S/o Ram Charan R/o H.No. 1221, Street No.4,
Sekha Road Barnala

.....Complainant(s)

Versus

1. Havells India Ltd

Regd Office 904, Surya Kiran Building KG Marg New Delhi
110001

2. New Jindal Enterprises

Handiaya Bazar Aggarwal Dharamshala Barnala

.....Opp.Party(s)

BEFORE:

HON'BLE MR. Sh.Jot Naranjan Singh Gill PRESIDENT

HON'BLE MRS. Urmila Kumari MEMBER

HON'BLE MR. Navdeep Kumar Garg MEMBER

PRESENT:

Dated : 05 Jun 2024

Final Order / Judgement

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, BARNALA, PUNJAB.

Complaint Case No : CC/79/2023

Date of Institution : 05.07.2023

Date of Decision : 05.06.2024

Kuldeep age 38 years son of Ram Charan resident of H.No. 1221 St. No. 4, Sekha Road, Gali No. 4, Barnala District Barnala.

...Complainant Versus

1.Havells India Ltd. Regd. Office 904, Surya Kiran Building KG Marg New Delhi, 110001 (India).

2.New Jindal Enterprises, Hadiaya Bazar Near Aggarwal Dharamshala Barnala 148101.

...Opposite Parties

Complaint Under Section 35 of Consumer Protection Act, 2019.

Present: Sh. Amarinder Singh counsel for complainant.

Sh. H.S. Sandhu counsel for opposite party No. 1.

Opposite party No. 2 exparte.

Quorum:-

1. Sh. Jot Naranjan Singh Gill : President

2.Smt Urmila Kumari : Member

3.Sh. Navdeep Kumar Garg : Member

ORDER

JOT NARANJAN SINGH GILL, PRESIDENT

1. The complainant namely Kuldeep has filed the present complaint under Section 35 of the Consumer Protection Act 2019, (amended upto date) against Havells India Ltd. and others

(hereinafter referred as opposite parties).

2. The facts leading to the present complaint are that the complainant is the consumer of the goods manufactured by opposite party No. 1 and sold by opposite party No. 2. It is alleged that the complainant purchased one brand new AC alongwith Stabilizer from the opposite party No. 2 New Jindal Enterprises Handiaya Bazar Barnala vide bill-invoice (cash memo) No. 774 dated 24.6.2023 for a sum of Rs. 42,500/- (price of AC is Rs. 40,000/- +2,500/- price of Stabilizer) cash and invoice was issued in favour of the complainant. Air Conditioner equipment (AC) was manufactured by opposite party No. 1 and at the time of purchasing the above said AC it was assured by the opposite party No. 2 that the AC is good quality and it will render good services. The complainant after purchasing the said AC it was installed in the house of the complainant on 25.6.2023 by the persons sent by the opposite party No. 2 and after installation of the same it was not started working and was came light that stabilizer was found broken but it was changed by opposite party No. 2 but AC remained non-operative. It is further alleged that the complainant made complaints to the opposite party No. 2 time and again for changing the defected AC and Stabilizer sold by opposite party No. 2. On this the opposite party No. 2 asked the complainant to contact with the persons having mobile No. 98145-37912, 98764-16133 and when complainant made call to the said persons concerned remained making false assurances. On 27.6.2023 one line complaint was lodged with the opposite party No. 1 but of no avail, it caused a cause of action to the complainant to file the present complaint. Thereafter nothing has been done to redress the above grievance of the complainant and AC is still not in working order. It is further alleged that summer season is on its full swing and complainant purchased the said AC for providing best facilities to his family members but till now the opposite parties not taken any action to redress the grievance of the complainant due to which the complainant suffered physical pain, mental tension, agony and financial loss etc. and it is clear cut deficiency in service on the part of the opposite parties. Hence, the present complaint is filed for seeking the following reliefs.-

- i) To replace the above said AC of the complainant with brand new AC or in the alternative to refund a sum of Rs. 42,500/- paid by the complainant to the opposite party No. 2.
- ii) Further, to pay the amount of Rs. 20,000/- on account of mental tension, physical harassment and financial loss suffered by the complainant and Rs. 10,000/- as costs of the present complaint and total claim is Rs. 72,500/-.

3. Upon notice of this complaint the opposite party No. 1 appeared and filed written version by taking preliminary objections inter alia on the ground that the complainant has not presented any primary evidence such as an expert opinion report or technical report to support his contentions of any alleged issue in the impugned product. No defect can be alleged in the absence of any expert opinion report or technical report. The answering opposite party has never denied service to the complainant and is always ready and willing to resolve the issue of the complainant, if any subject to warranty conditions, but it is the complainant who is not ready to even get checked the unit in question by the engineer of answering opposite party. It is further submitted that the complainant approached the opposite party on 24.6.2023 for installation of the unit and the answering opposite party duly registered a call vide call No. 24062322678369 and the technician of the service centre installed the unit in question and after installation the OTP for completion of services have been shared by the complainant and the call got closed on same day i.e. 24.6.2023. It is further submitted that the complainant again approached the company on 27.6.2023 and this time reported E- 5 Error issue in the display of the unit. As a prudent manufacturer the answering opposite party duly punched a call vide No. 27062322742009 and the technician assigned for the call visited the premises of complainant but the complainant did

not allow the technician to even check the unit and refused to get the unit checked and complainant started demanding only for replacement which is completely against the policy of opposite party No. 1. It is further submitted that the company is still ready to provide services to the complainant as per warranty policy as AC of the complainant is covered in standard warranty. On merits, the answering opposite party denied the all other allegations of the complainant and prayed for the dismissal of complaint.

4. The opposite party No. 2 was proceeded against exparte vide order dated 17.8.2023 due to non appearance.

5. The complainant has filed rejoinder to the written version filed by the opposite party No. 1 vide which the complainant has denied the averments as mentioned in the written version.

6. To prove his case the complainant tendered into evidence his own affidavit Ex.C-1, copy of invoice No. 774 dated 24.6.2023 Ex.C-2 and closed the evidence.

7. To rebut the case of the complainant the opposite party No. 1 tendered into evidence affidavit of Harsh Aggarwal Ex.O.P1/1, copies of Job sheets Ex.O.P1/2 & Ex.O.P1/3, copy of terms and conditions Ex.O.P1/4, copy of authority letter Ex.O.P1/5 and closed the evidence.

8. We have heard the learned counsel for the parties and have gone through the record on file. Written arguments filed by the opposite party No. 1.

9. In order to prove his case the complainant alongwith his complaint has placed on record his detailed affidavit Ex.C-1 in which he has taken the stand as mentioned in the complaint. He further placed on record copy of invoice No. 774 dated 24.6.2023 Ex.C-2, which shows that the complainant has purchased LAC 1.5T 3* FS GLS18C3YWCHD HAVELLS for an amount of Rs. 40,000/- and DELIGHT STABILIZER DL4170 for an amount of Rs. 2,500/- from the opposite party No. 2 i.e. New Jindal Enterprises Handiaya Bazar Near Aggarwal, Dharamshala Barnala and paid the total amount of Rs. 42,500/- for the AC and Stabilizer.

10. On the other hand the opposite party No. 1 in order to rebut the case of complainant has placed on record affidavit of Harsh Agarwal working as Senior General Manager Ex.O.P1/1, in which similar averments were taken as mentioned in the written version filed by the opposite party No. 1. Further, the opposite party No. 1 has placed on record copy of Job Sheet dated 24.6.2023 Ex.O.P1/2 vide which it is mentioned in the column of Warranty Status "In Warranty". Further, in the column of Service Actions it is mentioned "installed" which shows that the AC in question is installed on 24.6.2023. The opposite party No. 1 also placed on record another copy of Job Sheet dated 27.6.2023 Ex.O.P1/3 vide which in the column of Customer Remarks it is mentioned "Service by Havells Sync APP" which shows that the company attend/registered the complaint No. 27062322742009. Ex.O.P1/4 is the copy of Warranty Terms and Conditions.

11. The allegation of the complainant is that after installation of the AC in question it was not started working and was came light that stabilizer was found broken and it was changed by opposite party No. 2, but AC remained non-operative and the complainant made complaints to the opposite party No. 2 time and again for changing the defected AC and the opposite party No. 2 asked the complainant to contact with the persons having mobile No. 98145-37912, 98764-16133 and when complainant made call to the said persons concerned remained making false assurances and on 27.6.2023 one line complaint was lodged with the opposite party No. 1 but the opposite party No. 1 has failed to redress the grievance of the complainant. Complainant has filed the present complaint to replace the above said AC with brand new AC or refund of sum of Rs. 42,500/-. But to prove the manufacturing defect the complainant has failed to place on record any expert report/opinion of any expert/technician. However, we are of the view that the AC in question is under warranty period and this fact is admitted by the opposite party No. 1 in

Para No. 7 of the preliminary objections of the written version that the AC of the complainant is covered in standard warranty and the opposite party No. 1 is ready to provide services to the complainant as per warranty policy. Moreover, the defect/problem in the AC in question is very well within the knowledge of the company from the very beginning which shows from the Job Sheets Ex.O.P1/2 & Ex.O.P1/3 placed on record by the opposite party No. 1, so the complainant is entitled for the repair of AC in question free of costs.

12. As a result of the above discussion, the present complaint is partly allowed and opposite parties are directed to repair the above said AC in question of the complainant and to replace the defective parts of AC in question with a new one of the same make and model free of costs. The opposite parties are also directed to pay Rs. 2,500/- on account of consolidated amount of compensation as well as litigation expenses to the complainant.

13. Compliance of the order be made within the period of 45 days from the date of the receipt of the copy of this order.

14. Copy of this order be supplied to the parties free of costs as per rules. File be consigned to the records after its due compliance.

ANNOUNCED IN THE OPEN COMMISSION:

5th Day of June, 2024

(Jot Naranjan Singh Gill)

President

(Urmila Kumari)

Member

(Navdeep Kumar Garg)

Member

**[HON'BLE MR. Sh.Jot Naranjan Singh Gill]
PRESIDENT**

**[HON'BLE MRS. Urmila Kumari]
MEMBER**

**[HON'BLE MR. Navdeep Kumar Garg]
MEMBER**