

offer her the repair service instead of replacing the part which is too costly especially when they are not sure about the fault. The OP flatly refused to give repair service. The TV set of the complainant is still not working and as such the OP under a well-organized design compelling the complainant to purchase a new TV set in an exchange offer. The OPs failed to give adequate and satisfied service to the complainant. Hence, is the present consumer complaint.

2. OP No.1 contested the consumer complaint, filed its written reply and stated that the complainant has completely failed to provide any substantial evidence as required under the law that the alleged defects in the product have been caused by a manufacturing defect. It is clear from this fact that the product is not having any manufacturing defect. If there was any manufacturing defect in the product the complainant would not have been able to use the product for such long period of time without any issue. The complainant has initiated this proceedings only with an ulterior motive of harassing the OP No.1. It is also submitted that the basis of charging for repair is as per the warranty provision, which states that the warranty for the product is for only one year from the date of purchase. Therefore, the complainant cannot demand for free repair services after almost 2 years of purchase. There is no basis for this complaint as the complainant does not have any locus standi and cause of action against the OP No.1. Denying all other allegations made in the complaint a prayer for dismissal of the complaint has been made.
3. Rejoinder was filed and averments made in the consumer complaint were reiterated.
4. Parties led evidence by way of affidavits and documents.
5. We have heard the learned counsel for the parties and gone through the record of the case.
6. On perusal of the complaint, it is observed that the main grievance of the complainant is that inspite of carrying out the repairs by the OP on payment basis, his TV still is not working properly.
7. On perusal of Annexure A-2 of complaint, it is observed that the complainant has paid Rs.3301.64 on 29.7.2021, for getting "out of warranty repairs" of the TV in question from the OP. It has also come on record that on 9.8.2021, after around 10 days, the TV which was repaired by the OP, started giving problem again and it asked for an additional amount of Rs.11000/- for the replacement of mother board from the complainant.
8. We are of the view, once the repairs were carried out on payment basis, the TV was expected to function properly at least for a reasonable period of 6 months. Due to non-functioning of TV within a period of 10 days, after carrying out necessary repairs, the OP is found to have not repaired the TV properly to the satisfaction of this Commission and by demanding of Rs.10,000/-, within a period of 10 days of repair, the OP have indulged in unfair trade practice.
9. In view of the above discussion, the present consumer complaint succeeds and the same is accordingly partly allowed. OP No.1 is directed as under :-
 - i. to repair the TV of the complainant within a period of 45 days, without demanding any additional cost.
 - ii. to pay an amount of ₹5000/- to the complainant as compensation for causing mental agony and harassment to her;
 - iii. to pay ₹5000/- to the complainant as costs of litigation.
10. This order be complied with by the OP No.1 within 45 days from the date of receipt of its certified copy, failing which, it shall make the payment of the amount mentioned at Sr.No.(ii) above, with interest @ 12% per annum from the date of this order, till realization, apart from compliance of direction at Sr.No.(i) & (iii) above.
11. Pending miscellaneous application, if any, also stands disposed of.
12. Certified copies of this order be sent to the parties free of charge. The file be consigned.

09/08/2023

Ls

Sd/-
[Pawanjit Singh]
President

Sd/-
[Suresh Kumar Sardana]
Member