

DATE OF FILING :29/09/2023**IN THE CONSUMER DISPUTES REDRESSAL COMMISSION, IDUKKI****Dated this the 18th day of April 2024**

Present :

SRI.C.SURESHKUMAR

PRESIDENT

SRI.AMPADY K.S.

MEMBER

CC NO.170/2023

Between

Complainant : Chandran K.K., S/o Karunakaran,
Kolothu House, Thodupuzha East P.O.,
Kanjiramattom, Chalil Kadavu Road,
Pin – 685 585
(By Adv.C.K.Babu)

And

Opposite Parties : 1 . M/s Motorola India Pvt Ltd;
Sixth Floor, Saffron, Enclave,
Mehrauli Gurgaon Road, Sector 14,
Gurugram, haryana, 122 007.

2 . M/s Consulting Rooms Pvt Ltd;
Cabin No.C1, No.669, Kammalar Street,
Chennai, Tamil Nadu – 600 006.

3 . M/s Jeevas Company,
Corporate office at –L-169, 13th Cross,
5th main, Sector – 6, HSR Layout,
Bangalore – 560 102.

ORDER**SRI.AMPADY K.S., MEMBER**

This Complaint is filed under S.35 of Consumer Protection Act, 2019 raising the following allegations against opposite parties:-

Complaint averments are briefly discussed hereunder:-

His son Rageesh Chandran purchased a Motorola ZX Pro 139cm, 55 inch, Ultra HD (4K) LED Smart Android TV with wireless Gamepad Smart TV from 1st opposite party on 30/12/2020 by online purchase through 2nd opposite party. His son paid Rs.38,999/- towards the price of TV. He further availed a complete TV protection plan for 3 years for Rs.4,699/- from 3rd opposite party. Installation and demo charges Rs.1,000/- was paid to 3rd opposite party. The plan offers a free repair or replacement of TV in case of any defects for a period of 3 years from the date of purchase. 3rd opposite party is floated by 2nd opposite party. His son is now working abroad. He purchased the TV for the use of complainant's family. Complainant is using the TV with the approval of his son. Display of the TV stopped working in March 2023. His son raised the complaint to 3rd opposite party. In spite of repeated demands opposite parties did not repair/replace the TV till this time. Whenever his son approached 3rd opposite party, they replied through e-mail that they would look into the matter or they would wriggle out by his son to join the plan and purchase the TV saying flimsy reasons. 3rd opposite party's promise persuaded his son to purchase TV and to join the plan. His son's claim was rejected illegally and it is against the terms of TV protection plan and without any bonafides. Opposite parties are jointly and severally liable for the defective service. 3rd opposite party has no right to abstain from giving proper service as per the terms of extended warranty. Above act of 3rd opposite party is deficiency in service and unfair trade practice. His wife is suffering from hipbone defects and his mother is 89 years old. They are in need of entertainment and daily updates. As the TV stopped working, he and his family could not watch TV since 2023. This has resulted severe mental agony to him, for which he is entitled to compensation of Rs.25,000/-. Hence he prayed for the following reliefs.

- 1 . Direct opposite parties to repair/replace the TV at the earliest.
- 2 . Direct opposite parties to pay complainant Rs.25,000/- towards compensation.
- 3 . They may be directed to pay the complainant Rs.25,000/- towards litigation costs.
- 4 . Such other reliefs this Commission deem fit and proper.

Notice issued to opposite parties were served but they have not appeared or filed written version. They were called absent and set them ex-party. Complainant filed proof affidavit which was read in evidence. Complainant produced following documents which were marked as Ext.P1 and Ext.P2 series (2 in Nos).

Heard the counsel for complainant.

We have examined the averments contained in the complaint and documents produced by him. On going through the same, following points arise for consideration:-

- 1 . Whether there is any deficiency in service on the part of opposite parties?
- 2 . If so, for what reliefs complainant is entitled to?
- 3 . Order to be passed?

Point Nos.1 and 2 are considered together

Allegation of complainant is that though he took TV protection plan for free repair / replacement of TV in case of any defects for a period of 3 years from the date of purchase, 3rd opposite party refused to repair/replace the TV. Though his son approached 3rd opposite party, they replied through e-mail that they would look into the matter. Now they are trying to escape from liability by saying flimsy reasons. His son purchased the TV for the use of family members. Complete TV protection plan for 3 years was taken by paying Rs.4,699/-. Complainant averred that his wife is suffering from hipbone defects and his mother is 89

years old. They are in need of entertainment and daily updates. As the TV stopped functioning, he and his family could not watch TV since 2023. This has resulted in severe mental agony to him for which he claims compensation of Rs.25,000/-. On going through Ext.P1. Tax invoice, it is seen that the price of TV is Rs.38,999/-. Ext.P2, Tax invoice Rs.4,699/- was paid to 3rd opposite party towards complete TV protection plan (3 years). Ext.P2(a) is tax invoice for Rs.1,000/- towards installation and demo charges received by 3rd opposite party. From the documents available on record, it is clear that the period of plan exists during the relevant period. After receiving consideration for TV protection plan, 3rd opposite party cannot abstain from liability either to repair/replace the same. In this case, actual defect is not ascertained. At the same time, opposite parties have not appeared before this Commission and contested this case, which shows that they have nothing to say about the allegations raised in the complaint. In the instant case, complainant has no allegation that TV is not functioning due to manufacturing defect. As such, manufacturer cannot be held liable. Similarly, seller also cannot be held liable. Moreover, complainant has no case that he has reported a complaint to 1st and 2nd opposite parties. Here, the contract is between the son of complainant and 3rd opposite party. Consideration was also paid to 3rd opposite party. In these circumstances, we are of the considered view that there is a deficiency in service on the part of 3rd opposite party who has received consideration for a complete TV protection plan for 3 years. Complainant has not established any serious defects which warrant replacement of TV. In such a circumstance, we can direct 3rd opposite party to cure the defects of TV mentioned in the complaint free of cost within 15 days of receipt of this order and repair must be done faultlessly. Considering the need for installation of TV as averred in the complaint, there is no doubt that non-functioning of TV would really create mental agony and distress in the minds of old age people and persons suffering from major ailments. In such a situation, we are of the view that not repairing TV in time is certainly a deficiency in service on the part of 3rd opposite party. Complainant is found to be entitled to get the TV repaired in question and also for getting compensation from 3rd opposite party. Considering the facts of the case, we direct 3rd opposite party to repair the TV free from defects within 15 days of receipt of this order. Complainant is entitled to get a reasonable compensation of Rs.3,000/- and litigation costs of Rs.2,000/- from 3rd opposite party. Point Nos.1 and 2 are answered as above.

Point No.3

In the light of our findings on Point Nos.1 and 2, this complaint is partly allowed, directing 3rd opposite party:-

- 1 . To repair the TV free of cost within 15 days of receipt of this order and repair must be done faultlessly.
- 2 . 3rd opposite party is directed to pay the complainant compensation of Rs.3,000/- (Rupees Three Thousand only) with interest @ 9% per annum from the date of complaint i.e; 29/09/2023 for the deficiency in service of 3rd opposite party till realisation.
- 3 . 3rd opposite party is also directed to pay litigation costs of Rs.2,000/- (Rupees Two Thousand only) without interest to complainant. Above amounts should be paid within 45 days of receipt of this order, failing which complainant is entitled to take action against opposite parties as prescribed by law.

Parties shall take back extra copies without delay.

Pronounced by this Commission on this the 18th day of April 2024.

Sd/-

SRI.AMPADY K.S., MEMBER

Sd/-

SRI.C.SURESHKUMAR, PRESIDENT

APPENDIX

Depositions :

On the side of the Complainant :

Nil

On the side of the Opposite Party :

Nil

Exhibits :

On the side of the Complainant :

Ext.P1 –Tax Invoice dated 30/12/2020 of Rs.38,999/-

Ext.P2 –Tax Invoice dated 30/12/2020 of Rs.4699/-

Ext.P2(a) –Tax Invoice dated 05/01/2021 of Rs.1,000/-

On the side of the Opposite Party :

Nil

Forwarded by Order

ASSISTANT REGISTRAR