

**CONSUMER DISPUTES REDRESSAL COMMISSION
KARANTHUR PO,KOZHIKODE**

**Complaint Case No. CC/142/2024
(Date of Filing : 13 Mar 2024)**

1. BAIJU. P

PAINGATTU HOUSE,KONGANNUR
P.O,ATHOLI,KOZHIKODE-673315

.....Complainant(s)

Versus

1. MY G

DOOR NO.28/3856 R,R1-R15,POTTAMMAL
JUNCTION,KOZHIKODE-673017

2. LG SERVICES CENTRE, M/S GOLDEN ELECTRONICS
LG ELECTRONICS INDIA LIMITED, OPP. POST
OFFICE,ULLIYERI,KOZHIKODE-673323

3. LG ELECTRONICS INDIA PVT LTD

BRANCH OFFICE,DOOR NO.24/1598/B,1st FLOOR,KPM
ARCADE,CHEVARAMBALAM P.O,KUDILTHODU
JN,THONDAYADU,MALAPARAMBA
BYPASS,KOZHIKODE-673017

.....Opp.Party(s)

BEFORE:

**HON'BLE MR. P.C .PAULACHEN , M.Com, LLB PRESIDENT
HON'BLE MRS. PRIYA . S , BAL, LLB, MBA (HRM) MEMBER**

PRESENT:

Dated : 31 May 2024

Final Order / Judgement

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, KOZHIKODE

PRESENT: Sri. P.C. PAULACHEN, M.Com, LLB : PRESIDENT

Smt. PRIYA.S, BAL, LLB, MBA (HRM) : MEMBER

Friday the 31th day of May 2024

CC.142/2024

Complainant

Baiju. P,

S/o. Rajan, Paigattu (HO),

Kongannur. P.O, Atholi (Via),

Kozhikode – 673315

(By Adv. Sri. Sherry)

Opposite Parties

1. **MYG,**
Door No. 28/3856R, R1-R15,
Pottammal Junction,
Kozhikode - 673017
2. **LG Service Centre,**
M/s. Golden Electronics,
LG Electronics India Pvt. Ltd,
Opp. Post Office,
Ulliyeri, Kozhikode - 673323
3. **LG Electronics India Pvt. Ltd,**
Branch Office, Door No. 24/1598/B,
1st Floor, KPM Arcade,
Chevarambalam. P.O, Kudithodu Jn.,
Thondayadu, Malaparamba Bypass,
Kozhikode - 673017

ORDER**By Sri. P.C. PAULACHEN – PRESIDENT**

This is a complaint filed under Section 35 of the Consumer Protection Act, 2019.

2. On 22/10/2022 the complainant purchased 32LQ636BPSA ATR32 inch LED LG TV from the shop of the first opposite party paying Rs. 23,490/- . The first opposite party had stated to the complainant at the time of the purchase that the product had a warranty of 2 years. On 03/10/2023 the TV began to show complaint and ceased working. The complainant approached the first opposite party several times stating the complaint and TV was taken to the second opposite party service centre on 04/12/2023, as requested. The issue was panel complaint and the TV was entrusted to the second opposite party, who had assured to return to the same after repair within one week. But even after 2 weeks the second opposite party did not deliver back the TV stating one reason or other. After one month, the complainant sent an email to the second opposite party. But no reply was received. The TV was not returned after repairs till now. On 24/01/2024 the complainant issued a lawyer notice to the opposite parties, but it evoked no response. The complainant was put to gross mental agony and hardship due to the inaction and irresponsible conduct of the opposite

parties. Hence the complaint to direct the opposite parties to return the TV after repairs or else, to replace the same with a new one or refund the price along with Rs. 50,000/- as compensation for the mental agony and hardship suffered and Rs. 25,000/- as travelling expenses.

3. The opposite parties were set ex-parte.
4. The points that arise for determination in this complaint are;

1)

Whether there was any unfair trade practice or deficiency of service on the part of the opposite parties, as alleged?

2) Reliefs and costs.

5. PW1 was examined and Exts A1 to A4 were marked.

6. Heard.

7. **Point No.1:-** The first opposite party is the dealer, second opposite party is the authorised service centre and third opposite party is the manufacturer of the LG TV. On 22/10/2023 the complainant purchased 32LQ636BPSA ATR32 inch LED LG TV from the first opposite party paying Rs. 23,490/-. The TV ceased working on 03/10/2023 and it was entrusted to the second opposite party for repairs on 04/12/2023. The grievance of the complainant is that the TV set was not yet returned to him after repairs inspite of repeated requests and even after issuance of lawyer notice.

8. PW1, who is none other than the complainant, has filed proof affidavit in terms of the averments in the complaint and in support of the claim. Ext A1 is the copy of the tax invoice dated 22/10/2022, Ext A2 is the copy of the job sheet dated 04/12/2023, Ext A3 is the lawyer notice dated 24/01/2024 and Ext A4 is the printout of e-mail.

9. The evidence of PW1 stands unchallenged. The opposite parties have not turned up to file version and contest the matter. The opposite parties have not produced any evidence to disprove the averments in the complaint or to rebut the veracity of the documents produced and marked by the complainant. There is no contra evidence to disprove the claim. The case of the complainant stands proved through the testimony of PW1 and Exts A1 to A4. The TV is still in the custody of the second opposite party. The second opposite party has no right to retain the TV indefinitely.

10. The act of the opposite parties in not returning the TV to the complainant after repairs even after long delay amounts to gross deficiency of service and unfair trade practice. The opposite parties are bound to repair the TV and return the same to the complainant in sound working condition, or else, refund the price after taking back the TV. Undoubtedly, the act of the opposite parties has resulted in gross mental agony and inconvenience to the complainant, who was deprived of the facility of enjoying the TV purchased by him spending a substantial amount. The complainant deserves to be compensated adequately. Considering the entire facts and circumstances, we are of the view that a sum of Rs. 10,000/- will be reasonable compensation in this regard. The complainant is also entitled to get Rs. 3,500/- as cost of the proceedings. The opposite parties are jointly and severally liable.

11. **Point No. 2:-** In the light of the finding on the above point, the complaint is disposed of as follows;

a) CC.142/2024 is allowed in part.

b) The opposite parties are hereby directed to repair 32LQ636BPSA ATR32 inch LED LG TV of the complainant and return the same to him in a sound working condition

within 30 days of the receipt of copy of this order, or else, refund its price amounting to Rs. 23,490/- (Rupees twenty three thousand four hundred and ninety only) to the complainant, after taking back the TV. It is made clear that the complainant shall not be required to pay any charges for the said repairs.

c) The opposite parties are hereby directed to pay a sum of Rs. 10,000/- (Rupees ten thousand only) to the complainant as compensation for the mental agony and inconvenience suffered.

d) The opposite parties are directed to pay a sum of Rs. 3,500/- (Rupees three thousand five hundred only) as cost of the proceedings to the complainant.

e) The order shall be complied with within 30 days of receipt of copy of this order.

Pronounced in open Commission on this, the 31th day of May, 2024.

Date of Filing: 13.03.2024

Sd/-

Sd/-

PRESIDENT

MEMBER

APPENDIX

Exhibits for the Complainant :

Ext.A1 – Copy of the tax invoice dated 22/10/2022.

Ext.A2 – Copy of the job sheet dated 04/12/2023.

Ext.A3 – Lawyer notice dated 24/01/2024.

Ext.A4 – The printout of e-mail.

Exhibits for the Opposite Party

Nil.

Witnesses for the Complainant

PW1 – Baiju. P (Complainant)

Sd/-

Sd/-

PRESIDENT

MEMBER

True Copy,

Sd/-

Assistant

Registrar.

**[HON'BLE MR. P.C .PAULACHEN , M.Com, LLB]
PRESIDENT**

**[HON'BLE MRS. PRIYA . S , BAL, LLB, MBA (HRM)]
MEMBER**