

District Consumer Disputes Redressal Commission- VIII (Central)

(Govt. of NCT of Delhi)

5th Floor, Maharana Pratap Inter State Bus Terminal Building

ISBT Kashmere Gate, Delhi- 110006

Consumer Complaint No.: DC/77/CC/120/2022

In the matter of

Koti Sai Pavan S/o Shri Samba Siva Rao

R/o Ground Floor, 34/1, Old Rajendra Nagar,

Delhi-110080

... Complainant

Vs.

Realme Mobile Telecommunication (India) Pvt. Ltd.

Through its Directors

1. Shri Madhav Seth

2. Shri DU Hongzhao

Registered office at : 3rd Floor, Tower-B,

Building Number-8, DLF Cyber City,

Gurugram(Haryana)-122002

... Opposite Party

ORDER

07.04.2026

(Dr. Rashmi Bansal, Member)

By the present order, this Commission is disposing of the complaint filed by the complainant alleging deficiency in service on the part of the Opposite Party (OP), which has caused him financial loss, physical injury, mental harassment, and agony due to the defective product sold to him.

1. It is the case of the complainant that he purchased a mobile phone, namely Realme XT model, on 06.10.2019, bearing IMEI No. 866121045031637, having 6 GB RAM and 64 GB internal memory, for a consideration of ₹18,000/- from the OP. The complainant submits that, being a civil services aspirant, he came to Delhi from his native place and joined a coaching centre for his studies on payment of ₹1,42,000/- for one cycle of UPSC examination. The preliminary examination was scheduled for 05.06.2022, for which he had been preparing for a long time. However, on 04.06.2022 at about 3:00 AM, while the complainant

was sleeping and his mobile phone was lying near him, he heard a strange sound. Upon waking up, the mobile phone suddenly exploded in his hand with a bursting sound and caught fire. As a result, the complainant suffered injuries due to the explosion, including 1° burn on his left arm, upper arm and left forehead, and blisters on the ring and middle fingers of both hands.

2. It is further submitted that due to the aforesaid incident, the complainant suffered mental trauma and had to rush to the hospital for medical treatment, and consequently, he could not appear in the examination scheduled on 05.06.2022. The complainant submits that he is still undergoing treatment in a government hospital and is unable to seek treatment in a hospital of his choice due to limited financial resources. It is also submitted that, as on the date of filing of the complaint, he had not regained full strength in his injured left hand. The complainant further submits that he had invested his father's retirement savings in coaching, and he himself works in a library to meet his expenses. He had taken a room on rent at ₹5,000/- per month, which expenditure was rendered futile as he could not appear in the examination. The complainant attributes responsibility to the OP, alleging that the mobile phone was defective and failed to meet standard safety norms applicable to similar products.

3. The complainant visited the authorised service centre of the OP company and reported the incident of mobile explosion, requesting replacement of the mobile phone, as he apprehended that the device was unsafe. However, the service centre informed him that only repair was possible, and the complainant deposited the mobile phone vide Job Card No. E01-8220609015 dated 09.06.2022. Thereafter, on 11.07.2022, when the complainant visited the service centre to collect the repaired mobile phone, he was asked to sign an acknowledgement stating that the damage to the phone was user-induced. The complainant refused to sign the said acknowledgement, and upon such refusal, the OP's service centre declined to return the mobile phone. The complainant

submits that his room partner was an eyewitness to the incident, whose evidence has also been filed.

4. The complainant submits that he continues to undergo treatment in a government hospital and suffer from mental and physical pain and has not regained full strength in his injured left hand. He submits that due to limited financial resources, he is unable to seek treatment at a hospital of his choice. It is further submitted that he requires laser treatment for restoration of skin and burn scars, which is not available at the government hospital. Accordingly, he consulted a dermatologist on 20.09.2022, who prescribed laser treatment requiring six sessions, with an estimated total cost of ₹50,000/-, along with approximately ₹5,000/- towards medication. Due to financial constraints, the complainant is unable to undergo such treatment. It is also submitted that, due to the injuries sustained, he could not appear in the UPSC preliminary examination scheduled for the next day, resulting in loss of one year of preparation. He further submits that he would be required to again join coaching at a cost of approximately ₹1,42,000/-, along with living expenses of approximately ₹60,000/-. It is further submitted that he incurred ₹25,000/- towards legal expenses for filing the present complaint. The complainant has prayed for refund of ₹18,000/- (cost of mobile), ₹60,000/- (medical expenses), ₹2,02,000/- (coaching and living expenses), ₹5,00,000/- (mental and physical harassment), and ₹25,000/- (litigation cost).

5. Upon notice, the OP filed its written statement, to which the complainant filed a rejoinder, denying the contentions of the OP and reiterating his case. The complainant filed evidence in support of his case, including evidence of his room partner. Despite repeated opportunities, the OP failed to file evidence, and its right to file evidence was closed vide order dated 08.01.2024. Both parties were granted opportunity to file written arguments, however, only the complainant filed written arguments, while the OP failed to appear and file the same.

6. In support of his case, the complainant filed documents including company profile from the Ministry of Corporate Affairs website, coaching fee receipt, UPSC admit card dated 05.06.2022, photographs of the exploded mobile phone and injuries, medical records, Job Card dated 09.06.2022, acknowledgement form for return of phone, medical prescription dated 20.09.2022, and certificate of legal fees.

7. The Commission has heard the oral submissions of the complainant and perused the documents on record. As the OP failed to lead evidence, its written statement does not carry evidentiary value except to the extent of admitted facts, as pleadings alone do not constitute proof in the absence of evidence. Accordingly, the reply filed by the OP cannot be read in its defence.

8. It is observed from the record that the purchase receipt of the mobile phone has not been filed. However, the complainant has relied upon the Job Card issued by the OP and an email dated 23.06.2022 sent by the OP offering a replacement device costing up to ₹24,000/-, along with the technical analysis report (filed by OP) indicating the date of purchase and date of receipt. The Job Card reflects the purchase date as 06.10.2019 and IMEI No. 866121045031637, thereby correlating with the mobile phone in question. The Job Card also records that the device was “not getting on and completely burnt”.

9. The complainant has filed photographs of the device showing a completely burnt battery and the handset opened due to explosion, along with photographs of burnt bedsheet and mattress and injuries sustained. Medical documents from Ram Manohar Lohia Hospital show burn injuries following phone blast, including 1° burns on left arm and forehead, and blisters on fingers. Subsequent OPD records dated 06.06.2022, 08.06.2022, 13.06.2022, 07.07.2022, and 22.07.2022 reflect treatment, dressing, follow-ups, and recovery progression. The complainant has also filed prescription dated 20.09.2022 recommending laser therapy and proof of payment of ₹1,000/- to the dermatologist.

10. The complainant has also placed on record the acknowledgement form for return of phone, wherein it was stated that the damage was user-induced and not covered under warranty. The complainant refused to sign the said document, and the device was not returned to him. The photographs on record also show that the edges of the handset have melted and the device has split into two parts with the battery burst. It is noted that after the incident of the handset catching fire, the OP became aware of the incident. The record reflects that the OP required the complainant to sign an acknowledgement stating that the damage was user-induced. The OP, despite filing written statement, did not file evidence or written arguments.

11. The complainant has placed material on record showing that damage occurred due to burning and explosion of the battery. The OP did not lead evidence.

12. It was essential for OP company to proactively take the action to reimburse the loss caused to the complainant and conduct a thorough investigation into the cause of this dangerous incident. The said incidence may have caused a grave fire hazard had not been taken care of immediately by the complainant. OP response is not appreciated in dealing with the situation. Moreover, after filing the written statement, OP did not bother to file the evidence or even the written argument to defend itself, which clearly shows that OP had nothing to say in its defence. The explosion in the battery of the phone is a serious safety concern and should always be taken care of by the manufacturer with an utmost assurance that it would not fail in any circumstances. The complainant has established that the damage was caused due to the burning and explosion in the battery of the said mobile phone.

13. Therefore, considering totality of the circumstances, this commission is of the view that complainant was sold a defective product and because of which he has suffered not only the financial loss and physical injuries but the opportunity of appearing in the examination which was scheduled on the next day of the incidence i.e. on 05.06.2022, for which he has been preparing for an year and was

residing in rented accommodation in Delhi and came to avail coaching for the said examination from his native place. The said incident has affected his future and his preparation for whole month got wasted. The said exam is scheduled once in a year which implies that the complainant would be able to appear in the examination after one year and he has to spend again his time and money in the rented accommodation and re starting his preparation.

14. In view of the above discussion this Commission is also of the view that the careless act of the OP demands imposition of an exemplary cost for supplying sub-standard battery/mobile phone to the complainant and compromised with the quality of the product that has caused him burn injury, and that might have resulted to a bigger harmful event.

15. Therefore, considering the medical records, nature and duration of treatment, burn injuries, scar on the hand and prescription for laser treatment, this Commission deems it appropriate to award a consolidated amount of ₹1,00,000/- towards compensation for physical pain, injury, harassment, and mental agony to meet the end of Justice. Further, ₹25,000/- is awarded towards litigation cost, and ₹25,000/- towards damages. The above said amounts shall carry interest at the rate of 6% per annum from 01.10.2022 i.e. from the date of filing of the complaint.

16. Accordingly, the complaint is allowed in favour of the complainant and against the OP, directing the OP to pay following with interest @6% calculated from 01.10.2022:

- A. ₹1,00,000/- towards compensation
- B. ₹25,000/- towards damages
- C. ₹25,000/- towards litigation cost

17. The OP shall comply with the above directions within 30 days from the date of the order, failing which the awarded amounts shall carry interest at the rate of 9% per annum from 01.10.2022.

18. The judgments relied upon by the complainant are from consumer commissions of the same hierarchy and are not binding upon this Commission.

19. Copy of this order be supplied to the parties as per provisions of the Consumer Protection Act, 2019, and thereafter the file be consigned to the record room.

Divya Jyoti Jaipurkar, President

Dr. Rashmi Bansal, Member