

**IN THE CONSUMER DISPUTES REDRESSAL COMMISSION,
THRISSUR**

Present : Sri. C.T. Sabu, President
Smt. Sreeja. S., Member
Sri. Ram Mohan R., Member

29th day of April 2026
CC 615/18 filed on 06/12/18

- Complainant : Johny A.K., Arimbooru Pallan House,
Anthikkad Hospital Road, P.O. Anthikkad, Thrissur.
(By Adv. A.D. Benny, Thrissur)
- Opposite Parties : 1) Reliance Retail Ltd., Rep. by Managing Director,
RRL CDIT Grand Mall, Thrissur, Grand Mall,
M.G. Road, Poothole P.O., Thrissur – 680 004.
2) Reliance Digital, Rep. by Managing Director,
Sobha City, P.O. Puzhakkal, Thrissur.
3) Proprietor, Teckwins Electronics, West Fort,
Thrissur – 680 004.
(OP 1 & 2 Ex-parte
OP 3 By Advs. Shrikumar Nambanath &
R. Ravichandran, Thrissur)

FINAL ORDER

By Sri. Ram Mohan R, Member :

1) Complaint in brief, as averred :

The complaint is filed under Section 12(1) of the Consumer Protection Act, 1986. The complainant on 12/12/2015 purchased a ‘Sony TV’ from the 1st opposite party shop paying them a sum of Rs.31,968/- (Rupees Thirty one thousand nine hundred and sixty eight only) vide their invoice No.008969011004. The 1st opposite party statedly provided an extended warranty for two years upon payment of an additional consideration vide the said invoice itself. During subsistence of the extended warranty, the TV in question developed defects and was entrusted to the 3rd opposite party for repairs as instructed by the 1st opposite party. The 3rd opposite party returned the

product after repair after on elapse of two weeks. But the same defect re-appeared, rendering the TV unusable. It is the case of the complainant that the 1st opposite party subsequently became defunct and its business operations were taken over or continued by the 2nd opposite party.

The complainant avers that a product of inferior quality was sold to him and hence he alleges deficiency in service on the part of the opposite parties. A lawyer notice caused by the complainant statedly elicited no result. Hence the complaint. The complainant prays for an order directing the opposite parties to refund the purchase price of the TV to him, apart from other reliefs of compensation and costs.

2) NOTICE :

As per proceedings dtd. 04/10/19, it is recorded that notices had been served to all the opposite parties, but the A/D cards in respect of the 2nd and the 3rd opposite parties alone are seen in the case file. The 3rd opposite party filed their written version and contested the complaint. The 1st and the 2nd opposite parties having failed to file their written version, proceedings against them were seen set ex-parte as per proceedings of even date.

3) Version of the 3rd opposite party :

The 3rd opposite party admits that they had received the Television and issued job sheet to the complainant and it was returned after repair to the complainant. But they aver that they are merely a collection centre of the 1st opposite party and not responsible for repairs.

4) Evidence :

The complainant produced documental evidence that had been marked Exts. A1 to A4, apart from affidavit and notes of argument. The report submitted by the Expert Commission appointed by the Commission at the instance of the complainant (IA 172/23) is marked Ext. C1.

The 3rd opposite party adduced no evidence, but version.

5) Deliberation of facts and evidence :

The Commission has very carefully examined the facts and evidence of the case. Ext. A1 is Delivery Note No.7002677245 dtd. 12/12/2015 issued by the 1st opposite party in favour of the complainant towards the delivery of articles described as (1) Sony -32 Fhd Led TV-32r482b and (2) Sony Slim 32" Wall Mount Bracket. Ext. A2 is cash memo – retail invoice with CIN No.U01100MH1999PLC120563 dtd. 12/12/2015 issued by the 1st opposite party in favour of the complainant towards the sale of “Sony 32 LED 32R48”, for a sum of Rs.34,900/-. Ext. A2 further bears an entry “EXT WTY 2 year” for a sum of Rs.3,667/-. Ext. A3 is copy of Job Sheet No.1167 dtd. 11/09/2018 issued by the 3rd opposite party in favour of the complainant. Ext. A4 is lawyer notice. The report submitted by the Expert Commissioner appointed by the Commission at the instance of the complainant (IA NO.172/23) is marked Ext. C1.

Proceedings against the 1st & the 2nd opposite parties being ex-parte, no evidence adduced on their part. The 3rd opposite party adduced no evidence, but version.

6) Points of deliberation :

- i) Whether there is any deficiency in service on the part of the opposite parties ? If yes
- ii) Whether the complainant is entitled to receive refund of the purchase price of the impugned TV ?
- iii) Whether the complainant is entitled to receive any compensation from the part of the opposite parties? If so, its quantum?
- iv) Costs ?

7) Point No.(i) :

The complainant's purchase of the TV from the 1st opposite party is evident from Ext. A2 invoice. Its delivery to the complainant's premise as on 12/12/2015 is also proved by Ext. A1 delivery note. Ext. A2 invoice further bears the endorsement of the 1st opposite party assuring two years extended warranty for the impugned product. The 3rd opposite party admits, Ext. A3 job sheet dtd 11/09/18 issued by them, which makes the fact clear that the defect of the TV surfaced during the period of its extended warranty. Ext. C1 report submitted by the Expert Commissioner affirms that the TV in question suffered defects in its Mother Board which is attributed to its manufacturing defect. Thus the 1st opposite party was contractually bound to ensure productive repair of the impugned TV. The 3rd opposite party admits that the 2nd opposite party had taken over the sale of all the electronic products in retail. The 2nd opposite party having stepped in to the shoes of the 1st opposite party, axiomatically inherited the liabilities of the 1st opposite party, as well. The 2nd opposite party has not cared to file their written version or to contest the complaint before the Commission, despite their having received the Commission's notice to that effect. The conscious failure of the 2nd opposite party to file their written version amounts to admission of the allegations raised against them by the

complainant. The Hon'ble National Commission held the same view by its order dtd. 09/10/2017 in ***RP 579/2017 [2017 (4) CPR 590]***.

With respect to the 3rd opposite party, though it claims to be merely a collection centre, Ext. A3 job sheet admittedly issued by them contains technical columns meant to be filled in by the technician including description of parts such as part No., Description, Quantity, Feature Code, Defect Code, Repair Code, Part Return Qty., Part Return Date, Cost, Job Status, Engineer's Remarks etc. This indicates active involvement in repair work rather than mere collection. The 3rd opposite party has not cared to adduce any evidence to substantiate their pleading that they are mere collection centre of the 1st opposite party. Mere pleading without proof is not sustainable in the eyes of law. Therefore, the 3rd opposite party cannot escape liability and is found deficient in rendering proper and effective service to the complainant.

Admittedly, the 1st opposite party is defunct and not carrying on business, under which circumstance no effective order can be passed against them, and the Commission refrains from issuing any direction against them. We are inclined to hold that there is deficiency in service on the part of the 2nd and the 3rd opposite parties.

Point No.(i) is found in the affirmative.

8) Point No.(ii), (iii) & (iv) :

As elaborated under Point No.(i) above, Ext. C1 report affirms that the Television suffers from manufacturing defect. Ordinarily such finding could justify the refund of the purchase price or replacement of the impugned TV. However, since the manufacturer has not been made a party, no order for refund of purchase price can be passed against the present opposite parties.

Nevertheless, as discussed and concluded under point No.(i) above, there is deficiency in service on the part of the 2nd and the 3rd opposite parties to the extent that they have not cared to productively cure the defects of the impugned TV during the extended period of its warranty. The wrongful acts on the part of the 2nd & the 3rd opposite parties might certainly have inflicted agony, hardship and inconvenience on the complainant. The 2nd & the 3rd opposite parties have to necessarily compensate the complainant. We are of the considered view that the complainant is entitled to receive from the 2nd and the 3rd opposite parties a sum of Rs.20,000/- (Rupees Twenty thousand only) towards compensation for the agony, hardship and inconvenience inflicted on him and a sum of Rs.10,000/- (Rupees Ten thousand only) towards costs.

In the result, the complaint is partly allowed and the 2nd and the 3rd opposite parties are directed jointly and severally pay the complainant :

a) a sum of Rs.20,000/- (Rupees Twenty thousand only) towards compensation for agony, hardship and inconvenience inflicted on him, and

b) a sum of Rs.10,000/- (Rupees Ten thousand only) towards costs,

both with 9% interest p.a. from the date of filing of the complaint till the date of realisation. The opposite parties shall comply with the above direction within 30 days of receipt of copy of this order.

Dictated to the Confidential Assistant, transcribed by her, corrected by me and pronounced in the open Commission this the 29th day of April 2026.

Sd/-
Sreeja S.
Member

Sd/-
Ram Mohan R
Member

Sd/-
C. T. Sabu
President

Appendix

Complainant's Exhibits :

Ext. A1 Delivery Note No.7002677245 dtd. 12/12/2015 issued by the 1st opposite party in favour of the complainant towards the delivery of articles described as (1) Sony -32 Fhd Led TV-32r482b and (2) Sony Slim 32" Wall Mount Bracket.

Ext. A2 cash memo – retail invoice with CIN No.U01100MH1999PLC120563 dtd. 12/12/2015 issued by the 1st opposite party in favour of the complainant towards the sale of “Sony 32 LED 32R48”, for a sum of Rs.34,900/-. Ext. A2 further bears an entry “EXT WTY 2 year” for a sum of Rs.3,667/-.

Ext. A3 copy of Job Sheet No.1167 dtd. 11/09/2018 issued by the 3rd opposite party in favour of the complainant.

Ext. A4 lawyer notice.

Ext. C1 Expert Commissioner's Report

Id/-
Ram Mohan R
Member

//True copy//

Assistant Registrar