

**BEFORE THE CONSUMER DISPUTES REDRESSAL FORUM
ERNAKULAM**

**Complaint Case No. CC/17/502
(Date of Filing : 16 Dec 2017)**

1. AKHIL.R.NAIR

ARAMOM ARATTUKADAVU CHADAYAMANGALAM
KOLLAM

.....Complainant(s)

Versus

1. PARAVOOR ENGINEERS

PERUVARAM,N.PARAVOOR ERNAKULAM,REP. BY ITS
MANAGER

.....Opp.Party(s)

BEFORE:

**HON'BLE MR. D.B BINU PRESIDENT
HON'BLE MR. RAMACHANDRAN .V MEMBER
HON'BLE MRS. SREEVIDHIA T.N MEMBER**

PRESENT:

Dated : 15 Nov 2023

Final Order / Judgement

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION ERNAKULAM

Dated this the 15th day of November, 2023

Filed on: 16/12/2017

PRESENT

Shri.D.B.Binu

President

Shri.V.Ramachandran

Member Smt.Sreevidhia.T.N

Member

C C. No. 502/2017

COMPLAINANT

Akhil R. Nair, S/o Rajeev, Aramom, Arattukadavu, Chadayamangalam Village,
Chadayamangalam P.O., Kollam- 691534.

(Rep. by Adv. Sergi Joseph Thomas, Ijlal C., Arunchand, 6th Floor, B-Tower, Mather Square,
Opp. North Railway Station, Cochin 18)

VS

The opposite parties

1. M/s. Paravoor Engineers, Peruvaram, North Paravoor, Ernakulam, Kerala -683513, represented by its Manager/Proprietor.
2. Sarun, Manager/ Proprietor, M/s. Paravoor Engineers, Peruvaram, North Paravoor, Ernakulam, Kerala - 683513.

(Rep. by Adv. Innocent Ferancis Papali, Chamber No. 661, 6th Floor, KHCAA Chamber Complex, High Court of Kerala, Ernakulam 682031)

FINAL ORDER**D.B.Binu, President:****1. A brief statement of facts of this complaint is as stated below:**

The complaint has been filed under Section 12 (1) of the Consumer Protection Act, 1986. The complainant operates a Chappathi-making unit under the name "Nani Food Products" in Chadayamangalam. They purchased a Chappathi-making machine from the first and second opposite parties, who claimed to be major manufacturers of food preparation machines. The machine was purchased for Rs.6,07,425 and came with a one-year replacement warranty.

After installing the machine, the complainant faced numerous issues with its functionality, including sensor malfunctions, conveyor belt tears, heating coil problems, and fuse blowouts. Despite multiple repairs by the opposite parties, the machine continued to be unreliable and eventually stopped working altogether in May 2017. The complainant, who had taken a loan for the purchase, suffered severe financial losses and business disruptions due to the non-functioning machine.

The opposite parties failed to provide satisfactory support or replacement for the defective machine, leading the complainant to file a police complaint under Section 420 of the Indian Penal Code. An inspection conducted by an assistant professor found that the machine's components did not meet established quality standards.

The complainant seeks the following remedies: A. Replacement of the defective Chappathi Making Machine or a refund of the purchase amount of Rs.6,07,425 from the opposite parties. B. Compensation of Rs.50,000 for financial losses, mental agony, and embarrassment caused by the defective machine and the deficiency in service provided by the opposite parties. C. A directive to the opposite parties to stop unfair trade practices. D. The cost of the complaint to be borne by the opposite parties.

In summary, the complainant is seeking redress for financial losses, mental distress, and the malfunctioning machine from the opposite parties due to alleged unfair trade practices and deficient service.

2). Notice

Notices were issued from the Commission to the opposite parties. The opposite parties received the notice and filed their versions.

3)THE VERSIONS OF THE OPPOSITE PARTIES

The consumer complaint is not valid legally or based on the actual facts of the case and should be dismissed. They dispute the complainant's claims of service inefficiency and unfair trade practices.

According to the opposite parties, they are an established firm with a good reputation for manufacturing industrial machinery since 2007. They deny the complainant's allegations regarding the condition of the chappathi-making machine, asserting that the complainant initially expressed satisfaction with the machinery's performance and did not report any issues.

The opposite parties contend that the complainant's claims of sensor malfunctions, conveyor belt tears, heating coil problems, and fuse blowouts are false. They argue that the machinery is of high quality and that any issues related to the machinery were addressed promptly by their team. They also assert that the complainant received proper training in the operation and maintenance of the machine.

Furthermore, the opposite parties claim that the complainant fabricated defects in the machinery to falsely demand a refund or replacement, and that they had threatened the opposite parties with legal action. They mention that a criminal case was registered against one of the opposite parties but highlight that the court granted anticipatory bail as there was no intention to cheat the complainant.

The opposite parties insist that they are committed to customer satisfaction and have provided warranties and after-sale service for the machinery. They maintain that the complainant is not a genuine consumer, and therefore, the Consumer Protection Act does not apply to the case.

In conclusion, the opposite parties request that the complaint be dismissed with compensatory costs, arguing that it lacks merit and is based on false claims made by the complainant.

4) Evidence

The complainant had produced 7 documents that were marked as Exhibits A-1 to A-7.

Exhibit A1: A true copy of the D&O (Dangerous and Offensive) license issued by the Chadayamangalam Grama Panchayath dated 29/04/2017.

Exhibit A2: A brochure of the opposite parties highlighting various products they offer.

Exhibit A3: An invoice dated 23/02/2017 issued by the opposite parties for an amount of Rs.6,07,425/- .

Exhibit A4: A demand notice dated 31/03/2022 issued by Indian Bank, Chadayamangalam branch, to the complainant.

Exhibit A5: A certified copy of the FIR (First Information Report) dated 13/10/2017 in Crime No.1856/2017 of Chadayamangalam Police Station.

Exhibit A6: A certified copy of the final report in Crime No.1856/2017 of Chadayamangalam Police Station.

Exhibit A7: The report dated 18/11/2017 submitted by Mr. Thulaseedharan R., Assistant Professor, Mechanical Engineering Department, College of Engineering, Thalassery, before the SI of Police, Chadayamangalam Police Station.

5) The main points to be analyzed in this case are as follows:

- i) Whether the complaint is maintainable or not?
 - ii) Whether there is any deficiency in service or unfair trade practice from the side of the opposite parties to the complainant?
 - iii) If so, whether the complainant is entitled to get any relief from the side of the opposite parties?
- iv) Costs of the proceedings if any?

6) The issues mentioned above are considered together and are answered as follows:

As per Section 2 (1) (d) of the Consumer Protection Act, 1986, a consumer is a person who buys any goods or hires or avails of any services for a consideration that has been paid or promised or partly paid and partly promised, or under any system of deferred payment. The complainant had produced the invoice dated 23/02/2017 issued by the opposite parties for an amount of Rs.6,07,425/-. (**EXHIBIT A-3**). Hence, the complainant is a consumer as defined under the Consumer Protection Act, 1986 (Issue No. i) goes against the opposite parties.

The complainant is seeking redress for financial losses, mental distress, and the malfunctioning machine from the opposite parties due to alleged unfair trade practices and deficient service.

We have heard Sri. Sergi Joseph Thomas, Counsel for the Complainant. The learned counsel representing the complainant submitted that the complainant, who operated a Chapathi-making unit, purchased a Chapathi Making Machine from the opposite parties, who claimed to be major manufacturers of such machines. The complainant was impressed by the information he found on the opposite parties' websites and proceeded to order the machine after witnessing demonstrations of various machines and their functionality. The opposite parties assured the complainant of a one-year replacement warranty for the machine.

However, soon after starting his manufacturing unit, the complainant faced various issues with the machine, including the sensor becoming inoperative, the conveyor belt tearing, and the heating coil getting burnt, among other problems. The machine required multiple repairs, and the manufacturing unit had to remain closed for several days, causing financial losses to the complainant. The opposite parties did not attend to the complaints promptly, and the complainant had to purchase spare parts and repair the machine himself.

The complainant argued that the opposite parties had provided a defective machine and failed to deliver on their promise of a one-year replacement warranty. This, according to the complainant, constituted a deficiency of service. Additionally, the complainant claimed that the opposite parties adopted unfair trade practices by delivering a faulty product, refusing to repair it, and causing financial hardship.

The complainant provided evidence, including a certified copy of the FIR and a report from an Assistant Professor stating that the components of the machine did not meet established quality standards.

In conclusion, the complainant requested that the complaint be allowed with costs and that the opposite parties be held responsible for their deficient service and unfair trade practices, which had caused mental agony and financial hardship to the complainant.

The complaint has been filed under Section 12 (1) of the Consumer Protection Act, 1986. The complainant operates a Chappathi-making unit under the name "Nani Food Products" in Chadayamangalam. They purchased a Chappathi Making Machine from the first and second opposite parties, who claimed to be major manufacturers of food preparation machines. The machine was purchased for Rs.6,07,425 and came with a one-year replacement warranty.

- A. After installing the machine, the complainant faced numerous issues with its functionality, including sensor malfunctions, conveyor belt tears, heating coil problems, and fuse blowouts. Despite multiple repairs by the opposite parties, the machine continued to be unreliable and eventually stopped working altogether in May 2017. The complainant, who had taken a loan for the purchase, suffered severe financial losses and business disruptions due to the non-functioning machine.
- B. The opposite parties failed to provide satisfactory support or replacement for the defective machine, leading the complainant to file a police complaint under Section 420 of the Indian Penal Code. An inspection conducted by an assistant professor found that the machine's components did not meet established quality standards.
- C. **The complainant seeks the following remedies:**

A. Replacement of the defective Chappathi Making Machine or a refund of the purchase amount of Rs.6,07,425 from the opposite parties. B. Compensation of Rs.50,000 for financial losses, mental agony, and embarrassment caused by the defective machine and the deficiency in service provided by the opposite parties. C. A directive to the opposite parties to stop unfair trade practices. D. The cost of the complaint to be borne by the opposite parties.

Analysis and Findings:

Issue 2: Whether there is any deficiency in service or unfair trade practice from the side of the opposite parties to the complainant?

The complainant is seeking redress for financial losses, mental distress, and the malfunctioning machine from the opposite parties due to alleged unfair trade practices and deficient service.

We have heard Sri. Sergi Joseph Thomas, Counsel for the Complainant. The learned counsel representing the complainant submitted that the complainant, who operated a Chapathi-making unit, purchased a Chapathi Making Machine from the opposite parties, who claimed to be major manufacturers of such machines. The complainant was impressed by the information he found on the opposite parties' websites and proceeded to order the machine after witnessing demonstrations of various machines and their functionality. The opposite parties assured the complainant of a one-year replacement warranty for the machine.

However, soon after starting his manufacturing unit, the complainant faced various issues with the machine, including the sensor becoming inoperative, the conveyor belt tearing, and the heating coil getting burnt, among other problems. The machine required multiple repairs, and the

manufacturing unit had to remain closed for several days, causing financial losses to the complainant. The opposite parties did not attend to the complaints promptly, and the complainant had to purchase spare parts and repair the machine himself.

The complainant argued that the opposite parties had provided a defective machine and failed to deliver on their promise of a one-year replacement warranty. This, according to the complainant, constituted a deficiency of service. Additionally, the complainant claimed that the opposite parties adopted unfair trade practices by delivering a faulty product, refusing to repair it, and causing financial hardship.

The complainant provided evidence, including a certified copy of the FIR and a report from an Assistant Professor stating that the components of the machine did not meet established quality standards.

After careful consideration of the evidence and arguments presented by both parties, this Commission finds in favor of the complainant for the following reasons:

The evidence presented by the complainant, including **Exhibit A-3** (invoice), **Exhibit A-5** (certified copy of FIR), and **Exhibit A-7** (report from an Assistant Professor), supports the complainant's claims of a defective machine and deficiency in service.

A. Deficiency in Service and Unfair Trade Practices: The issues at hand are the allegations of a defective product and a failure of service, both of which are substantiated by documentary evidence and inspection reports, notably **Exhibit A7**. The Opposite Parties' inability to rectify the defects or replace the machine within the warranty period despite multiple opportunities contributes to a finding of deficiency in service.

The claim of unfair trade practices is supported by the Opposite Parties' failure to adhere to the quality standards purported in their marketing and the warranty terms agreed upon at the time of purchase, as indicated by the evidence on record.

B. Entitlement to Relief: Given the substantiated claims of deficiency in service and unfair trade practices, the Complainant is entitled to relief. The Complainant has suffered financial losses and mental anguish directly attributable to the defective machine and the Opposite Parties' inadequate response to the issues raised.

We conclude that issues number I to IV are resolved in favor of the complainant due to significant service deficiencies on the part and unfair trade practices of the opposite parties. As a result, the complainant has endured considerable inconvenience, mental distress, hardships, and financial loss stemming from the negligence of the opposite parties.

In view of the above facts and circumstances of the case, we are of the opinion that the opposite parties are liable to compensate the complainant.

Hence the prayer is partly allowed as follows:

- I. The Opposite Parties shall refund the Complainant the amount of Rs.6,07,425/- (Rupees six lakh seven thousand four hundred twenty five only) which was paid for the purchase of the chapatti-making machine.
- II. The Opposite Parties shall compensate the Complainant with Rs.40,000/- (Rupees forty thousand only) for financial losses, mental suffering, business loss, and physical hardships

endured due to the Opposite Parties' deficient service and engagement in unfair trade practices.

III. The Opposite Parties shall also pay the complainant Rs.10,000/- (Rupees ten thousand only) towards the cost of the proceedings.

The Opposite Parties are jointly and severally liable to fulfill the aforementioned directives within 30 days of receiving this order. Should they fail to comply, the amounts specified in points (i) and (ii) will accrue interest at 9% per annum, calculated from the original purchase date of February 23, 2017, until the date of payment.

Pronounced in the Open Commission on this the 15th day of November, 2023

Sd/-

D.B.Binu, President

Sd/-

V. Ramachandran, Member

Sd/-

Sreevidhia.T.N, Member

Forwarded/By Order

Assistant Registrar

Appendix

Complainant's evidence

Exhibit A1: A true copy of the D&O (Dangerous and Offensive) license issued by the Chadayamangalam Grama Panchayath dated 29/04/2017.

Exhibit A2: A brochure of the opposite parties highlighting various products they offer.

Exhibit A3: An invoice dated 23/02/2017 issued by the opposite parties for an amount of Rs.6,07,425/- .

Exhibit A4: A demand notice dated 31/03/2022 issued by Indian Bank, Chadayamangalam branch, to the complainant.

Exhibit A5: A certified copy of the FIR (First Information Report) dated 13/10/2017 in Crime No.1856/2017 of Chadayamangalam Police Station.

Exhibit A6: A certified copy of the final report in Crime No.1856/2017 of Chadayamangalam Police Station.

Exhibit A7: The report dated 18/11/2017 submitted by Mr. Thulaseedharan R., Assistant Professor, Mechanical Engineering Department, College of Engineering, Thalassery, before the SI of Police, Chadayamangalam Police Station.

Opposite party's evidence

Nil

Despatch date:

By hand: By post

kp/

CC No. 502/2017

Order Date: 15/11/2023

**[HON'BLE MR. D.B BINU]
PRESIDENT**

**[HON'BLE MR. RAMACHANDRAN .V]
MEMBER**

**[HON'BLE MRS. SREEVIDHIA T.N]
MEMBER**