

Date of Filing: 31.05.2023

Date of Order: 06.10.2023

BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION-III,
At HYDERABAD.

Present

SRI. M. RAM GOPAL REDDY, PRESIDENT
SMT. J. SHYAMALA, MEMBER
SRI R. NARAYAN REDDY, MEMBER

Friday, the 6th day of October, 2023

C.C. No 59 of 2023

Between:

Yeshwant Phatak,
S/o. Late Kashinath Rao Phatak,
Aged 67 years, Retd. Govt. Employee,
Flat No.101, 6-1-280/4,
Gharoda Alaap, Padmaraonagar,
Secunderabad - 500020, Telangana.
Mobile No.9849263843
smritiphatak@gmail.com

...Complainant

AND

The Managing Director,
LG Electronics India Private Limited,
Plot No.5, Surajpur Kasna,
Udyog Vihar road, Greater Noida-201805,
Uttar Pradesh.

.... Opposite parties

Counsel for the complainant : Party in person

Counsel for the opposite Parties : Notice served remained absent.

ORDER

(PER HON'BLE SRI R. NARAYAN REDDY, MEMBER ON BEHALF OF THE BENCH)

1. This complaint is filed under Section 35 of Consumer Protection Act, 2019, praying this commission to direct the opposite party :

- i. To refund the amount of Rs.39,329/-.
- ii. To provide compensation of Rs.1,00,000/- to the Complainant for the deficiency in service and mental harassment and agony.
- iii. To pay the cost of litigation and to pass such other relief or reliefs as this Hon'ble Commission may deem fit and proper circumstances of the case.

Brief Facts of the Case:

2. The Complainant purchased an LG refrigerator from a Reliance store on September 14, 2022, for Rs. 39,329/-. Shortly after delivery, the

refrigerator malfunctioned. The Complainant contacted the Opposite Party multiple times about the issue. The Opposite Party serviced the refrigerator on three separate occasions (on September 25, October 5, and October 20, 2022), but the problem persisted. This led to mental and financial distress for the Complainant. Due to the unprofessional behaviour of the Opposite Party and the lack of a proper response, the Complainant felt defrauded, cheated, and humiliated. Despite numerous attempts to resolve the issue, the Opposite Party provided no support, which the Complainant considers unfair and a deficiency in service. The Opposite Party failed to provide proper service despite receiving full payment from the Complainant, which actions amount to unfair trade practices and negligence, causing mental anguish and stress. Hence the Complaint.

3. Despite receipt of notice by the Opposite Party (on 22.06.2023 as per track report) failed to appear. And on non-appearance and non-filing of written version within stipulated period, the right of filing written version of the Opposite Party was forfeited on 07.08.2023 at 4:30 PM.

4. During the Course of enquiry, the Complainant filed his evidence affidavit and marked his documents as Exs.A1 to A7 and reported no further evidence and also submitted his oral arguments, whereas no representation from the Opposite Party and as already right of filing written version of the Opposite Party was forfeited, as such the matter was reserved for orders.

5. Heard. Based on the facts and material available on the record, the following points have emerged for consideration:

- a. Whether the Complainant could make out the case of commission of deficiency of service and adoption of unfair trade practice by the Opposite Party?
- b. Whether the Complainant is entitled for the claim / compensation made in the complaint?
- c. If so, to what relief?

6. **Point No. (a & b):**

This is a case of a manufacturing defect. The Complainant stated that he had purchased a Refrigerator of the Opposite Party's company from the Reliance Store on 14th September 2022 for Rs. 39,329/-. To support his claim, he has provided Exhibit No. A-2, an invoice that was issued for

the purchase of 5 items totalling Rs. 33,329/-. In this invoice, the cost of the LG GL-S342SPZY refrigerator was shown as Rs. 37,990 with HSN/SAC No. 84181090. However, after several discounts, the product was billed for Rs. 32,431/-. But it is the complaint of the Complainant that shortly after delivery, the refrigerator malfunctioned, the Complainant contacted the Opposite Party multiple times about the issue, but the problem persisted. This led to mental and financial distress for the Complainant. The Exhibit A-2 is the delivery receipt of the product, Exhibit A-3 (i) is the installation request closure, Exhibit A-3(ii) is the engagement of a technician vide RNP 220923087694, dated 23rd September 2022, and it was closed on 25th September 2022. Exhibit A-3 (iv) is the engagement of the technician vide RNP 221004042050, and it was closed on 5th October 2022 through Exhibit A-3 (iii). Again, on 18th October 2022, a technician was engaged to resolve the complaint through Exhibit A-3(v) vide RNP 221018028022, and it was closed on 22nd October 2022 through Exhibit A-3 (vi). Exhibit A-3(vii) is another complaint vide RNP 221113024636, dated 13th November 2022. Exhibit A-3(viii) is a response to the additional complaint vide 221114075733, dated 14th November 2022. Exhibit A-3(ix) is a message from LG Care stating that they were engaging the technician against the complaint vide RNP 221115003616, dated 15th November 2022. In Exhibit A-3(x), the Opposite Party's service centre, LG Care, informed through a message that "Dear LG Customer, we took utmost effort to complete your request RNP 221115003616, but unfortunately, we were not able to complete it; hence, we are cancelling your request without any charges." These documents clearly show that there was a defect in the product, which caused suffering to the Complainant from the date of purchase. Ultimately, with a message, the complaint was closed without rectifying the issue or providing any alternate solution. These actions of the employees/technicians of the Opposite Party constitute a deficiency of service and un-trade practice on the part of the Opposite Party.

6.(a). In view of the above findings, this commission has considered the opinion that there was indeed a defect in the Opposite Party's product. Without rectifying the issue or providing an alternate solution, closing the complaint and not responding further on the issue is nothing but deficiency of service and un-trade practice on the part of the Opposite Party. Therefore, the Complainant is entitled for the compensation for his mental agony and financial suffering.

7. **POINT No. c:** In the result the complaint is allowed in part and the Opposite Party is directed to:

- i. Pay the product amount of Rs.32,431/-(Rupees Thirty two thousand four hundred and thirty one only).
- ii. Pay a reasonable compensation of Rs.5,000/-(Rupees Five Thousand only) for mental agony and financial suffer.
- iii. Pay costs of Rs.1,000/- (Rupees One thousand only)
- iv. the Complainant is also directed to return the product, LG GL-S342SPZY refrigerator, immediately after receiving the above amount.

Time for compliance is 45 days from the date of receipt of this order.

Typed to my dictation and pronounced in the Open court on this the 6th day of October' 2023.

Sd/-
MEMBER

Sd/-
MEMBER

Sd/-
PRESIDENT

APPENDIX OF EVIDENCE
WITNESSES EXAMINED

For Complainant:

PW1 - Yeshwant Phatak.

For Opposite Party:

DW1 : -----

DOCUMENTS MARKED

For complainant:

Ex.A1: is the copy of Aadhar Card of the complainant.

Ex.A2: is the copy of Invoice.

Ex.A3: is the copy of screen shorts from LG Care.

Ex.A4: is the copy of Legal Notice, dt.18.11.2022.

Ex.A5: is the copy of Track Consignment.

Ex.A6: is the copy of Invoice No.FILS-LJ-22124345, Dt.05.12.2022.

Ex.A7: is the copy of online payment receipt.

For Opposite Party:

Nil.

Sd/-
MEMBER
KPS

Sd/-
MEMBER

Sd/-
PRESIDENT

//CERTIFIED TRUE FREE COPY//