

**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL  
COMMISSION KANGRA AT DHARAMSHALA, H.P.**

Date of Institution: 08.04.2022  
Date of final hearing: 03.10.2023  
Date of Pronouncement: 18.10.2023

Consumer Complaint No.-214/2022

IN THE MATTER OF

Rabinder Kumar s/o Sh. Prakash Chand r/o Village Ambari, P.O Malan, Tehsil Nagrota Bagwan, District Kangra (HP).

(Through: Mr. Susheel Kumar, Advocate)

.....Complainant

Versus

1. Harman International Pvt. Ltd. prestige, tech Park Jupiter, 2A 4th floor Marathahalli ORR, Kadubeesanahalli, Bangalore 560103.

(Already ex-parte)

2. Consulting Rooms Pvt. Limited Address: Instakart Services Pvt. Ltd. Building Khasra Nos.56/25/1, 25/1, District Jhajjar, Haryana 124108, Gurugram, Haryana, India-124108.

3. Flipkart Internet Private Limited, Buildings Alyssa, Begonia & Clove Embassy Tech Village, Outer Ring Road Devarabeesanahalli Village, Bengaluru-560103.

(Through: Mr. Arunjeet Singh, Advocate)

.....Opposite Party(s)

CORAM:

President: Mr. Hemanshu Mishra

Members: Ms. Arti Sood & Sh. Narayan Thakur

Present:- Mr. Sushil Kumar, Ld. counsel for complainant.

Opposite party No.1 already ex-parte.

Ms. Kritika, Ld. counsel for opposite parties No.2 & 3.

PER: Mr. Hemanshu Mishra, President:-

**ORDER**

The complainant has filed instant complaint seeking direction to the opposite party(s) to replace the defective Soundbar and subwoofer and also directed to pay compensation to the tune of

Rs.2,00,000/- and to pay Rs.25,000/- the cost for bearing legal proceedings along with interest.

2. Facts giving rise to filing of this complaint are that the opposite party No.1 is manufacturer of JBL sound and opposite party No.3 is online shopping site. It is pleaded that on 07-10-2019, the complainant purchased a JBL Cinema SB150 Dolby wireless Bluetooth Soundbar with subwoofer from the opposite party No.1 through online shopping site i.e. opposite party No.2. In the month of April, 2020, the subwoofer suddenly stop connecting with the soundbar and on 11.4.2020 the complainant made complaint to the opposite party No.1 through customer care number i.e. 18001020525 and the opposite party no.1 assured that they will visit the place of the complainant to solve the issue, but no one visited as per the assurance of the opposite party and when the complainant again contacted with the OP No.1 and asked about it then, they replied that due to Lockdown their engineer is not able to visit and they assured that the engineer will visit after the lockdown. Till date no one had visited the place of the complainant to solve the issue inspite of repeated requests of the complainant. Alleging deficiency in the service on the part of opposite party(s), the complainant has filed the present complaint.

3. Upon notice, opposite party No.1 did not appear before this Commission and proceeded against ex-parte. Whereas opposite party No.3 appeared through counsel and contested the complaint by taking preliminary objections of suppression of material facts, mis-joinder of necessary party etc. It is submitted that Opposite Party No.3 provides online marketplace platform to the sellers and buyers of products to facilitate the transactions, electronic commerce for various goods, by and between respective buyers and sellers and enables them to deal in various categories of goods. Answering Opposite Party only acts as an intermediary through its web interface [www.flipkart.com](http://www.flipkart.com) and provides a medium to various sellers all over India to offer for sale and sell their product(s) to the users of the Flipkart Platform. The Answering Opposite Party does

not directly or indirectly sells any products on Flipkart Platform. Rather, all the products on Flipkart Platform are sold by third party sellers. In the instant complaint also, it is evident that the actual seller of the product is a third party seller.

4. No rejoinder was filed. The parties were called upon to produce their evidence in support of their contentions. Complainant in order to prove his case has filed affidavit Ext.CW-1 in evidence along with documents Annexures A1 & A2. On the other hand, opposite party(s) No.3 did not adduce any evidence despite of various opportunities being provided. Hence, evidence on behalf of opposite party No.3 was closed by the order of this Commission.

5. We have heard learned counsel for complainant and opposite parties No.2 & 3 and also gone through the case file carefully.

6. Admittedly on 07.10.2019, the complainant purchased JBL Cinema SB150 Dolby wireless Bluetooth Soundbar with subwoofer from opposite party No.2 amounting to Rs.8,999/-. As per annexure A-1 this product was under warranty for one year. Vide annexure A-2 on 22.06.2020, the complainant received the message in acknowledgement of his complaint and opposite party No.1 assured appointment on 27.06.2020. The complainant made further complaints on 14.12.2020, 11.01.2021, 30.12.2021, 02.12.2020, 13.01.2021. Different service request numbers were mentioned by the opposite party No.1 to the complainant in respect of complaint preferred by the complainant. As opposite parties had not rebutted the evidence adduced by the complainant, there is no other reason to disbelieve the cogent, convincing and reliable evidence led by the complainant. The opposite parties had failed to rectify the defect, whereby the subwoofer has suddenly stopped connecting with the sound bar. Non removing of defect during the warranty period is clear cut deficiency in service and complaint deserves to be allowed against opposite parties No.1 & 2. Opposite party No.3 is intermediary e-commerce entity and there is no allegation against

the opposite party No.3. As such opposite party No.3 is absolved off from any liability. As the subwoofer has not been repaired or defect has not been removed, so in the interest of justice, the amount of Rs.8,999/- is required to be refunded to the complainant.

7. Accordingly, the complaint is allowed and opposite parties No.1 & 2 are jointly and severally directed to refund an amount of Rs.8,999/- to the complainant along with interest @ 9% per annum from the date of complaint i.e. 08.04.2022 till its realization. Apart from this, opposite parties No.1 & 2 are jointly & severally also directed to pay compensation to the complainant to the tune of Rs.4,000/-, besides litigation cost quantified as Rs.5,000/- . Opposite party No.1 is at liberty to take back the product in question from the complainant place in as in wherein condition, after making the entire payment.

8. Applications pending, if any, stand disposed of in terms of the aforesaid judgment.

9. A copy of this judgment be provided to all the parties free of cost as mandated by the Consumer Protection Act, 1986/2019. The judgment be uploaded forthwith on the website of the Commission for the perusal of the parties.

10. File be consigned to record room along with a copy of this Judgment.

(Hemanshu Mishra)  
President

(Narayan Thakur)  
Member

(Arti Sood)  
Member